AGENDA

THE UNIVERSITY OF WEST FLORIDA
BOARD OF TRUSTEES MEETING

June 29, 2017
9:00 a.m.

UWF Conference Center
11000 University Parkway, Building 22, Pensacola, Florida 32514

APPROVAL OF MINUTES BY COMMITTEES

Academic Affairs Committee:  
  • Approve Minutes of May 25, 2017  
  Jay Patel, Chair

Audit and Compliance Committee:  
  • Approve Minutes of May 25, 2017  
  Bob Jones, Chair

Finance, Facilities & Operations Committee:  
  • Approve Minutes of May 25, 2017  
  Suzanne Lewis, Chair

Student Affairs Committee:  
  • Approve Minutes of May 25, 2017  
  Greg Britton, Chair
FULL BOARD

1. **Call to Order and Chair’s Remarks**  
   Mort O’Sullivan

2. **President’s Report**  
   Dr. Martha Saunders

3. **Approval of Minutes**  
   - March 23, 2017 Board of Trustees Meeting  
   - May 25, 2017 Special Board of Trustees Meeting

4. **Committee Reports**  
   - Academic Affairs Committee – Jay Patel, Chair  
   - Audit and Compliance Committee – Bob Jones, Chair  
   - Finance, Facilities and Operations Committee – Suzanne Lewis, Chair  
   - Student Affairs Committee – Greg Britton, Chair

5. **Public Comment**

6. **Consent**  
   Trustees may pull any individual item from the consent agenda below for further review, if they so desire. However, each item was fully discussed during the committee meetings and all of the recommendations of the committees reflect the proposed action provided with the agenda backup documentation.

   A. Approval of Amendment to UWF/REG 3.031 Grading Information  
   B. Approval of Amendment to UWF/REG 3.040 Textbook Adoption  
   C. Approval of Tenure  
   D. Approval of University of West Florida Annual Financial Report for 2015-2016  
   F. Approval of 2017/2018 Work Plan for UWF Internal Auditing and Compliance  
   H. Acceptance of Internal Auditing PCard Audit Reports Quarter 3 Update  
   I. Approval of Changes to UWF/REG 4.008 Tuition and Fees, Fines and Penalties  
   J. Rescinding Material and Supplies Fees Request  
   K. Approval of Amendment to UWF/REG 6.0055 Procurement Actions Not Subject to Competitive Solicitation Process  
   L. Approval of the FY2018/2019 – 2022/2023 Fixed Capital Outlay Plan  
   M. Approval of the FY2016/2017 Educational Plant Survey  
   N. Approval of the Continuation of The Green Fee  
   O. Approval of Amendment to UWF/REG 3.014 Public Expression, Assembly and Distribution of Written Materials at UWF
7. **Action Items**
   1. Approval of Naming Opportunity
   2. Ratification of Successor Collective Bargaining Agreement 2017-2020
   3. Approval of 2017-2018 Legislative Budget Requests
   4. Approval of Metric 10 – Board of Trustees Choice Metric
   5. Approval of Estimated FY 2017-18 Consolidated Operating Budget
   6. Scenic Hills Country Club Approval of Purchase
   7. Approval of 2017-2022 Strategic Plan
   8. Approval of University Policy BOT-14.01-06/17 Presidential Evaluation Policy
   9. Approval of 2017-2020 Presidential Goals
   10. Appointment of Delegation of Authority to President Ad hoc Committee

8. **Informational Items**
   1. Response to Governor Rick Scott’s Letter Dated April 13, 2017
   2. Innovation Campus Network

**Other Business**

Concluding Remarks and Adjournment

**Other Activities and Upcoming Events**

- **TONIGHT, June 29, 2017 @ 5:30 p.m.** – UWF Boards Appreciation Dinner, Museum of Commerce
- **Friday, July 28, 2017 @ 9:00 a.m.** – UWF BOT Retreat, Innovation Institute
- **August 17, 2017 @ 9:00 a.m.** – UWF BOT Committee Meetings, UWF Conference Center
- **September 26, 2017 @ 9:00 a.m.** – UWF BOT Meeting, UWF Conference Center
- **November 16, 2017 @ 9:00 a.m.** - UWF BOT Committee Meetings, UWF Conference Center
- **December 14, 2017 @ 9:00 a.m.** – UWF BOT Meeting, UWF Conference Center
- **December 14, 2017 @ 5:30 p.m.** – UWF Boards Holiday Reception, Location TBD
- **December 16, 2017** – UWF Fall Commencement, Pensacola Bay Center
UWF Board of Trustees Meeting
Full Board
June 29, 2017

Issue/Agenda Recommendation: Approval of naming opportunity

Proposed Action: Approval of “Members First Credit Union Hitting Facility”
BOT Policy-08.03-06/17-Policy Concerning Naming Opportunities

Background Information: It is the intention of the University of West Florida to honor and recognize outstanding support of the University through the naming of facilities, scholarships, fellowships, and other funds that support the mission of the University. With this in mind, Members First Credit Union of Florida has made a gift to name the UWF Athletics Baseball and Softball Hitting Facility. The name of the facility would be the “Members First Credit Union” Hitting Facility.

This request is based on the realization of a $100,000 gift made by Members First Credit Union of Florida on April 26, 2017 for this purpose.

The Division of Advancement and the Department of Intercollegiate Athletics have reviewed this potential naming opportunity and are recommending to the Board of Trustees for approval.

Implementation Plan: Immediately – This facility naming would take effect upon the vote by the Board of Trustees.

Fiscal Implications: Funds have been identified to cover the cost of the signage designating the facility as the Members First Credit Union Hitting Facility.

Supporting documents: Athletics naming opportunities offered as of May 10, 2017.
BOT Policy-08.03-06/17-Policy Concerning Naming Opportunities

Prepared by: Brett Berg, Director of Development, bberg@uwf.edu, 850-474-2019

Facilitator/Presenter: Howard Reddy, Assistant Vice President for University Advancement
Issue: Appointment of Delegation of Authority to the President Ad hoc Committee

Proposed Action: Approval

Background Information: The State University System of Florida Board of Governors is requesting each state university’s board of trustees provide a description of its delegations of authority for university operations to each respective president and university administration.

UWF’s Office of the General Counsel is currently compiling a report of documents used to date to delegate authority to the university president.

Chair O’Sullivan will be appointing an Ad hoc committee to work with the UWF Office of the General Counsel and the Board of Governors to review sample proposals, best practices and principles, and review of other universities and university systems to draft a Delegation of Authority to the President document for recommendation to the UWF Board of Trustees. Once approved by the BOT, this document will be submitted to the Board of Governors.

Recommendation: Approve appointments

Implementation Plan: Ad hoc committee will meet as needed following appointment.

Fiscal Implications: None

Supporting documents: None

Prepared by: Becky Luntsford, Assistant Corporate Secretary to the Board, rluntsford@uwf.edu, 850-474-2449

Presenter: Mort O’Sullivan, BOT Chair
### University of West Florida Argonaut Athletics
#### Naming Opportunities

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<th>Facility</th>
<th>Available</th>
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<td>East Sports Complex</td>
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<td>Aquatic Center</td>
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<td>Softball Assistant Coach's Office</td>
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<tr>
<td>Athletic Administration Staff Office</td>
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Policy Concerning Naming Opportunities

Policy Title: Policy Concerning Naming Opportunities

Originator: The University of West Florida Board of Trustees

Responsible Office: University Advancement

Reason for Policy/Purpose:

It is the intention of the University of West Florida (the "University") to honor and recognize outstanding support of and/or service to the University through the naming of elements, including but not limited to facilities, units, scholarships, and endowments that support the institutional mission. Naming recognition may be extended to individuals (living or deceased), corporations, foundations, and others. Accordingly, the Board of Trustees of the University of West Florida (the "Board of Trustees") has adopted this policy to set forth guidelines for naming opportunities at the University.

Policy Statement:

Guidelines

Upon recommendation of the University President, it is the responsibility of the Board of Trustees to consider the approval of certain naming opportunities that are presented for approval as per policy. Information will be presented by the Vice President for University Advancement to the University President and certified by the University of West Florida Foundation, Inc. (the "Foundation") Board of Directors regarding naming in recognition of financial support prior to consideration by the Board of Trustees.

Relationship to Florida Statutes

- The naming of any University element shall be in accordance with the provisions of Florida Law and applicable rules and regulations of the Board of Governors of the State University System. Accordingly, no building, facility or other element may be named on an honorary basis for any active State University System member, including but not limited to, staff, faculty, students or trustees. Additionally, the naming of any University facility must be approved by the Board of Trustees as a noticed, non-consent agenda item.

- Gift-related naming of campuses, buildings or facilities for an individual, corporation, foundation or organization, as governed by state statute, requires a gift of 25% or more of the total construction cost of the element.
General Policies

- The University may grant permanent or temporary naming recognition in connection with a University campus, building, facility, wing, college, school, department, center, institute, program or other major unit if the minimum requirements are met. The naming of these elements requires recommendation of the University President and the approval of the Board of Trustees as set forth in this policy. The Board of Trustees reserves the right to deny naming rights even if minimum requirements are met.

- Any name recommended for consideration under these guidelines must be one that would bring distinction and honor to the University and must be consistent with the mission, values and traditions of the University.

Naming in Recognition of Outstanding Service

- University elements may be named in recognition of outstanding service by someone who has distinguished him/herself through significant contributions to the community, profession and/or the University. Non-gift related naming should be reserved for individuals who are of recognized accomplishment and character.

- Because of the public visibility and significance associated with such prestigious recognition, the University should only recognize those who have attained achievements of distinction and who are held in high esteem for their integrity and ethical standards as determined in the University’s sole discretion.

- Prior to recommending a naming based on outstanding service to the University, the University President will seek the counsel of the Honorary Awards and Recognition Committee (HARC) when considering nominations for this recognition.

Naming in Recognition of Financial Support

- Naming proposals will be consistent with University policies and will not only reflect the donor’s appropriate financial support, but also the donor’s commitment to the mission, values, and traditions of the University.

- Naming recognition benefits conferred on a donor shall be provided after any requisite board approvals are obtained and no earlier than the execution of a gift agreement and receipt of first payment.

- In the case of a gift for a building or facility that is to be named with funds required for construction or renovation, naming rights may be requested once a charitable gift of sufficient magnitude has been received to commence the project.
Additional Naming Opportunities

- Additional naming opportunities may be approved at the sole discretion of the University President. These opportunities shall include campus spaces, such as classrooms, laboratories, seminar rooms, conference rooms, offices and other similar spaces. Prior to approving such an opportunity, the University President may, but is not required to, seek the advice of the Honorary Awards and Recognition Committee.

- The University President or the appropriate designee also has the sole discretion to approve other naming opportunities, including but not limited to scholarships, assistantships, fellowships, lectureships, professorships and chairs.

- A named fund may be established in response to an initial gift toward a good faith pledge.

- Naming of benches, fountains, gardens, walkways, theatre seats, and other such structures and spaces shall be addressed, developed and implemented on a case-by-case basis by staff with the approval of the President or his/her designee. The appropriate minimum gift level will be calculated based on a variety of factors, including but not limited to location, structure, scale and function.

- UWF Foundation shall have the latitude to approve a multi-year payment plan for the establishment of an endowment at the major gift level, as determined by the Foundation and the University, provided the full payment is received within a reasonable period of time from the execution of the gift agreement. All gift agreements shall contain language specifying that naming recognition is contingent on satisfaction of the donor’s payment obligations.

Permanency of Names

At the University of West Florida, unless a fixed term is provided for by the gift agreement, every name assigned to a facility, activity or program is intended to be enduring. However, it is foreseeable that situations may arise whereby the University determines that the naming period has concluded.

Removal, Revocation or Renaming

The duration of a donor’s or honoree’s name ordinarily continues for as long as the campus element is in use in the same manner and for the same purpose for which the naming occurred. A recommendation to change or alter in any way the name of a previously named facility, activity or program must be initiated by the President and approved by the Board of Trustees. As naming authority lies with the Board of Trustees, so does the authority and responsibility to remove, revoke or rename. University representatives will make all reasonable efforts to inform the original donor/honoree and/or their designee(s) in advance of any changes of this nature.
Circumstances that may lead to consideration of a name removal, revocation or renaming may include, but shall not be limited to:

- Significant renovation or addition to a previously named space -- the replaced or renovated structure may be renamed in recognition of another donor. Appropriate recognition of prior donors and/or honorees shall be taken into consideration for recognition in nearby, adjacent or newly redeveloped areas.

- Any legal impropriety may result in naming revocation if disassociation is warranted and in the best interest of the University.

- A donor's inability to fulfill financial obligations associated with a gift for a named element will make the naming subject to reconsideration by the Foundation and the University.

- Actions by a person and/or company that are no longer in alignment with the University's mission and fundamental values and/or brings discredit to the University.

- If the University determines the named element has exceeded its useful life or the continued use has become impossible or impractical, demolition or the discontinuation of a program or activity may result.

- A corporation or individual has a name change.

**Term Naming**

Term or temporary naming of physical structures or other campus elements may be considered based on the length of period of naming and an assessment of market value associated with the element.

In appropriate instances, a naming may be granted for a predetermined fixed term, usually 3-10 years. At the end of the term, the naming recognition shall expire but may be renewed with the same or new name. The accompanying gift agreement should clearly specify the period of time for which the element will be named.

**Other Considerations**

- The University's Division of Advancement will work with the Foundation to ensure that naming related actions will be copied to University Archives for proper retention and preservation for archival and research purposes.

- The University of West Florida (UWF) Advancement Division and the UWF Foundation are responsible for the applicable donor recognition of gifts made to benefit the University.

- Each naming opportunity should take into consideration a sufficient budget to allow for fabrication and installation of lettering, signage, map updates and other appropriate designations. New signage, plaques or markers should conform to University policy and design.
standards relating to campus graphics and shall be coordinated through the University’s Marketing and Creative Services.

The Vice President for University Advancement, in consultation with the University President, shall have the discretion to determine whether a deferred gift shall be considered in making a determination to name a building, facility or part thereof.

Approved by the University of West Florida Board of Trustees May 25, 2017.

History:

BOT-08.01-06/11 Policy Concerning Naming Opportunities, adopted June 2011; amended by BOT-08.02-05/14 Policy Concerning Naming Opportunities, adopted May 2014; amended hereby.
Issue: Conclusion of bargaining of the Collective Bargaining Agreement between the American Federation of State, County and Municipal Employees (“AFSCME”) and University of West Florida

Proposed action: Ratification of successor collective bargaining agreement (2017-2020)

Background information: Through collective bargaining negotiations between the representatives for the UWF Board of Trustees and the representatives for the American Federation of State, County and Municipal Employees (“AFSCME”), the parties agreed to terms and conditions for a collective bargaining agreement to succeed the existing collective bargaining agreement (the “Agreement”). The original duration of the existing collective bargaining agreement was from 2014-2016. The effective date of the existing agreement was extended by the parties until a successor agreement could be negotiated. On May 2, 2017, the parties agreed to a successor Agreement and concluded negotiations. On June 15, 2017, the AFSCME bargaining unit overwhelmingly voted to ratify the Agreement. The Agreement must now be ratified by the Board of Trustees before it can be effective.

Changes from the existing agreement are highlighted below:

1. A three-year Agreement with no reopeners, except as provided in #10, below. The Agreement will extend from the ratification date, which is anticipated to be June 29, 2017 through June 28, 2020.
2. A limited number of AFSCME members may attend consultations, bargaining negotiations and contract ratification without loss of pay.
3. Updates to personnel file management for disciplinary action, reassignment, provision of orientation information, and university closure call-in procedures.
4. Update in the rest period language to align with current practices.
5. Added shift differential pay of 5% for second shift and 10% for third shift.
6. Implementation of the FY17 1.3% general salary increase provided to all full-time staff and faculty, effective March 1, 2017. This applies to employees continuously employed on or before July 1, 2016 who did not receive a separation/non-reappointment or termination notice.
7. An increase in the minimum wage paid to full-time employees to $10.00 per hour or $20,800 annually. Note: The University is raising the minimum wage across campus for all full-time University Work Force personnel.
8. Salary adjustment of $1500, effective with ratification, for AFSCME members employed continuously since July 1, 2016, who did not receive a separation/non-reappointment or termination notice. This adjustment will be applied after the application of the $10.00 minimum wage.
9. FY18-FY20 salary adjustment of $750, effective March 1 of the FY for eligible members. Eligibility requirements include continuous employment since specific hire date and lack of separation/non-reappointment or termination notice.
10. Provision of a limited reopener of Article 23.6, if the University does not implement the FY20 adjustment, which is contingent upon state funding.

Ratification
A ratification vote was held by AFSCME covered employees on June 15, 2017. The membership voted overwhelmingly for ratification of the successor agreement. If the BOT ratifies the agreement, it will go into effect immediately on June 29, 2017.

Recommendation: It is recommended that the Board of Trustees ratify the 2017-2020 Collective Bargaining Agreement between the University of West Florida Board of Trustees and AFSCME as set forth in the supporting documents. All the changes from the existing agreement to the successor agreement are detailed in the supporting documentation.

Implementation Plan: The AFSCME-UWF Collective Bargaining Agreement shall be effective upon ratification by the Board of Trustees.

Fiscal Implications: Salary increases as discussed above

Supporting documents:
The proposed 2017-2020 successor agreement as agreed to by the parties showing textual changes from prior agreement
The proposed 2017-2020 successor agreement as agreed to by the parties incorporating the textual changes

Prepared by: Anita Schonberger, Deputy General Counsel, aschonberger@uwf.edu, 850-474-3419 and Steve Cunningham, Vice President and CFO, scunningham1@uwf.edu, 850-474-2210.

Facilitator/Presenter: Steve Cunningham, Vice President and CFO
Collective Bargaining Agreement

between

University of West Florida
Board of Trustees

and

American Federation of State, County and Municipal Employees
Local 2201
Council 79 Affiliate

Contract Effective from June 29, 2017 until June 28, 2020
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Appendix B Dues Authorization Form
Appendix C Step 1 Grievance Form
Appendix D Step 2 Grievance Form
Appendix E Notice of Arbitration Form
PREAMBLE

This Agreement is between the University of West Florida Board of Trustees, hereinafter called the “Board” or the “University” and the Florida Public Employees Council 79, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter called “AFSCME”; and

WHEREAS, it is recognized by the Board and AFSCME that the public policy of the State and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article 1 of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between public employers and their employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of public universities; and

WHEREAS, it is recognized by the Board and AFSCME that terms and conditions of employment of the employees covered by this agreement are contained in this Agreement and in the University of West Florida rules, regulations and policies; and

WHEREAS, the Board retains and reserves to itself the rights, powers, and authority vested in it, including the right to plan, manage, and control the University and in all respects carry out the ordinary and customary functions of management. All such rights, powers, and authority are retained by the Board, subject to those limitations imposed in this Agreement. Only violations of such limitations shall be subject to Article 6, Grievance Procedure.

WHEREAS, the above language is a statement of intent and therefore not subject to the grievance procedures as outlined in Article 6;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Board and AFSCME do agree as follows:

ARTICLE 1
RECOGNITION

1.1 Inclusions.

A. The Board hereby recognizes AFSCME as the exclusive representative for the purposes of collective bargaining with respect to
wages, hours, and terms and conditions of employment for University West Florida employees included in the University of West Florida Operational Services bargaining unit (Certification No. 730) as defined in the certification issued by the Florida Public Employees Relations Commission (RC-2003-038)

B. This Agreement covers all full-time and part-time employees in the classifications and positions listed in Appendix A of the Agreement, except for those individuals filling full-time and part-time positions excluded pursuant to Section 1.2. All in-unit employees shall be members of the University of West Florida University Work Force and are covered by the broadbanding classification system.

1.2 Exclusions. This Agreement specifically excludes persons in positions designated with managerial, confidential, temporary or emergency status, and all persons paid from Other Personal Services (OPS) funds.

1.3 Positions of Classes – Unit Designation.

A. When a position is included in a bargaining unit, and the University determines that the position should be excluded from the unit due to its managerial or confidential status, the University shall notify the local AFSCME president of such determination. AFSCME shall notify the University, in writing, within fifteen (15) days of receipt of the notice, of any comments it has regarding the bargaining unit designation or of its desire to discuss such designation. If, following such discussion, AFSCME disagrees with the bargaining unit designation of the position, it may request that the Florida Public Employees Relations Commission resolve the dispute of unit placement.

B. When the Board establishes a new Operational Services position class or revises an existing classification so that its bargaining unit designation is changed, the Board shall notify AFSCME regarding the bargaining unit status of the class. AFSCME shall notify the Board, in writing, within fifteen (15) days of receipt of the notice, of any comments it has regarding the bargaining unit designation or of its desire to discuss such designation. If, following such discussion, AFSCME disagrees with the bargaining unit designation of the position class, it may request that the Florida Public Employees Relations Commission resolve the dispute through unit clarification proceedings.
ARTICLE 2
DEFINITIONS

The terms used in this Agreement are defined as follows:

2.1 “AFSCME Staff Representative” means an individual employed by AFSCME and designated by AFSCME to represent employees pursuant to this Agreement.

2.2 “Board of Trustees” or “Board” means the Board of Trustees of the University of West Florida or the University of West Florida, acting directly or through its Chief Executive Officer, or through its other employees.

2.3 “Chief Executive Officer” means the President of the University of West Florida or designee.

2.4 “Days” mean calendar days, excluding any day observed as a University holiday. In the event that any action falls due on a Saturday, Sunday, or State or University holiday, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

2.5 “Employee” means a member of a bargaining unit described in Article 1.

2.6 “Grievance” means a dispute filed with Human Resources (“Step 1”), using Appendix C of this Agreement concerning the interpretation or application of a specific provision of this Agreement.

2.7 “Grievant” means an employee or group of employees who has/have filed a grievance over a provision of this Agreement which confers rights upon the employee. AFSCME may file a grievance over a provision of this Agreement which confers rights upon AFSCME.

2.8 “Management Representative” means an individual designated to hear grievances on behalf of the University.

2.9 “Position” means a position in a class included in the bargaining unit described in Article 1.
2.10 “Position Orientation Year” is the first year of employment of an individual at the University of West Florida. Individuals in their Position Orientation Year in any position class may be terminated from employment at any time, for any reason. Employees terminated during the position orientation year shall not receive notice and may not appeal the termination. Employees who have completed the position orientation year will not be required to serve an additional position orientation year if they change positions. Guidelines regarding the Position Orientation Year are provided in the UWF Employment Regulations and policies.

2.11 “President of Council 79” includes his/her representatives.

2.12 “Steward/AFSCME Employee Representative” means an employee who has been designated by AFSCME to investigate grievances and to represent grievants in grievances which have been properly filed under Article 6 of this Agreement, when AFSCME has been selected as the employee’s representative.

2.13 “University” means the University of West Florida or the Board of Trustees of the University of West Florida.

2.14 “Work Unit” for purposes of the negotiation committee means any of the following units: Housing and Residence Life, Facilities Maintenance, Building Services, Utilities, Information Technology, Academic Affairs or the University of West Florida Historic Trust.

ARTICLE 3
RESERVED

ARTICLE 4
NONDISCRIMINATION

4.1 A. Each employee has the right to a work environment free from unlawful discrimination and harassment. Neither the Board of Trustees nor AFSCME shall discriminate against or harass any employee based
upon race, color, gender, sexual orientation, religion, national origin, age, veteran status, disability, or marital status, nor shall the Board or AFSCME abridge any employee rights related to AFSCME activity granted under Chapter 447, Florida Statutes.

B. Neither the University nor employees shall discriminate against or harass any individual based upon the individual’s race, color, gender, sexual orientation, religion, national origin, age, veteran status, disability or marital status.

C. Sexual harassment is a prohibited form of gender discrimination. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment.

D. Employees are required to report immediately unlawful discrimination or harassment to appropriate administrators. Appropriate administrator include, but are not limited to, the employee’s immediate supervisor, the next level supervisor, the Human Resources Director, the Equal Opportunity Coordinator, the Police Victim’s Advocate and any University Director or Vice President.

4.2 Employees may avail themselves of the provisions of the Whistleblower’s Act, (Section 112.3187, Florida Statutes).

4.3 AFSCME agrees to support the University’s affirmative action efforts. University affirmative action efforts shall not be subject to review under the provisions of Article 6, Grievance Procedure.

4.4 The local AFSCME president shall be provided, upon written request and without cost, a copy of the University’s Affirmative Action Plan and any subsequent amendments.

ARTICLE 5
AFSCME ACTIVITIES

5.1 Policy. The President of the local AFSCME Chapter shall be responsible for all decisions relating to employee representation activities covered by this Agreement and will handle those AFSCME activities which require action by or coordination with the UWF Chief Executive Officer. The Chief Executive Officer or designee will initiate contact with the President of the local Chapter concerning matters which require action by, or coordination with the local Chapter.

5.2 Designation and Selection of Representatives.

A. The President of the local Chapter shall annually furnish to the Board, no later than July 1, a list of Stewards/AFSCME Employee Representatives, the Local AFSCME Presidents, and AFSCME Staff representatives. This list shall include the class title, and the address and phone number of the AFSCME Staff Representatives. AFSCME shall notify the Board, in writing, of any changes to the Steward/AFSCME Employee Representative, the Local AFSCME President, and AFSCME Staff Representatives list within fourteen (14) days of implementation of such changes. The Board and University will not recognize any person as a Steward/AFSCME Employee Representative, Local AFSCME President, or AFSCME Staff Representative whose name does not appear on the list.

B. The President of the local AFSCME Chapter shall be authorized to designate employees to serve as Stewards/AFSCME Employee Representatives with no more than four employees designated.

C. The University shall annually furnish no later than July 1 a list of Step 1 management representatives by name, title, and campus mailing address to the local AFSCME president, unless there have been no changes in the list from the preceding year. The University shall annually furnish no later than July 1 a list of Step 2 management representative by name and title to the local AFSCME President, unless there have been no changes in the list from the preceding year.

5.3 Representative Access.
A. Representative of AFSCME shall have access to the premises of the University in accordance with policies regarding public access to State property.

B. Stewards/AFSCME Employee Representatives, the Local AFSCME President, and AFSCME Staff Representatives may request access to premises not available to the public under University policies. Such requests shall indicate the premises to be visited, the employees with whom the representative wishes to speak, grievance being investigated, and the approximate length of time the representative will require such access. Permission for such access for the purpose of investigating an employee’s grievance shall not be unreasonably denied and such access and investigation shall not impede University operations.

C. AFSCME shall have the right to use University facilities for meetings on the same basis as they are available to other university-related organizations.

D. The University may establish an account into which AFSCME may deposit funds that would be used to reimburse the University for services provided.

5.4 Printed Agreements. The Board will provide AFSCME one copy for each represented employee at no cost to AFSCME. For any copies in excess of this number, AFSCME shall bear one-half the cost of printing.

5.5 Bulletin Boards.

A. Where University-controlled bulletin boards are available, the University agrees to provide space on such bulletin boards for AFSCME use. The University shall make a reasonable effort to make such space available and accessible to employees.

B. The Materials posted on the boards shall be restricted only to office AFSCME matters. No material shall be posted which is derogatory to any person or organization, or which constitutes election campaign material for or against any personal organization or faction thereof, except that election material relating to AFSCME elections may be posted on such boards.
C. Posting must be dated and approved by the local AFSCME President.

5.6 Regulations and Agendas.

A. Upon request, the Board shall provide AFSCME with the website link for University regulations.

B. At least 21 days prior to the adoption or amendment of any University personnel regulation which will change the terms and conditions of employment for employees, the University will provide notice to AFSCME of its intended action, including a copy of proposed regulation, a brief explanation of the purpose and effect of the proposed regulation, and name of a person at the University to whom AFSCME may provide comments, concerns, or suggested revisions. (This notice provision will not apply where a regulation is promulgated as an emergency regulation.) AFSCME may provide written comments, concerns, or suggested revisions in accordance with written policies AFSCME may use the consultation process described in Section 5.7 to discuss proposed revisions to a University personnel regulation, however AFSCME must request consultation within 10 days of receipt of notice of the proposed regulation revision. Nothing in this section precludes or limits, or is intended to preclude or limit, AFSCME from exercising rights related to regulation proceedings.

5.7 Consultation

A. Consultation with Chief Executive Officer. The Chief Executive Officer or designee shall meet with local AFSCME representatives to discuss matters pertinent to the implementation or administration of this Agreement, University actions affecting terms and conditions of employment unique to the University, or any other mutually agreeable matters. The meetings shall be held on a mutually convenient date. The party requesting consultation shall submit a written list of agenda items no less than one (1) week in advance of the meeting. The other party shall also submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues. The parties
understand and agree that such meetings may be used to resolve problems regarding the implementation and administration of the Agreement, however, such meetings shall not constitute or be used for the purpose of collective bargaining. When AFSCME is the party requesting a consultation, AFSCME shall notify Human Resources of the proposed consultation, who will notify the Chief Executive Officer/designee.

1. If a consultation meeting is held during working-hours of an employee participant, such participant shall be excused without loss of pay for that purpose. Up to two (2) AFSCME members (each from a different department) shall be permitted to attend a consultation set in accordance with Article 5.7A, when it occurs during their regular work hours. The two (2) AFSCME members shall be excused from work for that purpose without having to take leave and without the loss of pay. AFSCME shall provide the names of the two (2) individuals to the Human Resources department at least 48 hours prior to the scheduled consultation for this purpose. Attendance at a consultation meeting outside of regular working hours shall not be deemed time worked. No employee or alternate AFSCME member shall be credited for more than eight (8) hours for any day of consultation, nor shall the time in attendance be counted as hours worked for the purpose of computing compensatory time or overtime.

5.8 Negotiations.

A. Parties and Location. AFSCME agrees that all collective bargaining is to be conducted with Board Representatives designated for that purpose. There shall be no negotiations by AFSCME at any other level.

B. AFSCME Committee. AFSCME shall designate in writing a negotiation committee consisting of not more than three (3) representatives. In the event that an employee designated as a Committee member is unable to attend AFSCME collective bargaining negotiations, AFSCME may designate an alternate to the negotiation committee.
C. AFSCME agrees that if more than one employee per unit serves as the negotiation committee the members will rotate their service so that no more than one (1) will serve in negotiations. This provision is subject to the following additional limitations:

1. For the purposes of this section, a unit is defined as Housing and Residence Life, Facilities, Information Technology, Academic Affairs and UWF Historic Trust and separate Facilities units including Maintenance, Building Services, and Utilities.

D. Administrative Leave for Negotiating Sessions

1. For each round of negotiations, one Negotiation Committee member shall be granted paid administrative leave for the purpose of attending negotiating sessions with the Board. Up to three (3) AFSCME members (each from a different department) shall be permitted to attend AFSCME-UWF collective bargaining negotiations that take place during their regular work hours. The three (3) AFSCME members shall be excused from work without taking leave and with no loss of pay. AFSCME shall provide the names of the individuals in writing to Human Resources at least 48 hours in advance of bargaining negotiations for this purpose.

2. No Committee member or alternate shall be credited for more than eight (8) hours for any day of negotiations, nor shall the time in attendance at such negotiating sessions be counted as hours worked for the purpose of computing compensatory time or overtime.

3. The University shall not reimburse the Committee member or alternate for travel, meals, lodging, or any other expense incurred while on paid administrative leave for attending negotiating sessions.

E. Ratification Activities

Up to three (3) AFSCME members (each from a different department) shall each be permitted to participate in up to four (4) hours of AFSCME-UWF contract ratification activities that take place during their regular work hours. The
three AFSCME members shall be excused from work for this purpose without taking leave and with no loss of pay. This is a total allotment of 12 hours. Participation in contract ratification activities that take place outside of the employees’ regular working hours shall not be deemed time worked.

5.9 Leave for Negotiating the Other AFSCME Activities.

A. Alternates who are not substituting for absent Committee members shall have the right to request unpaid leave or accrued annual or compensatory leave for the purpose of attending negotiating sessions. Such leave shall not impede the operations of the University or be unreasonably denied.

B. Employees shall have the right to request leave for the purpose of attending AFSCME conventions, conferences, meetings, and negotiating sessions. When such requests are denied, the supervisor shall provide such denial in writing.

5.10 New Employee Orientation

The University shall allow a one (1) page document of AFSCME information authored by AFSCME to be provided as part of the orientation packet to all AFSCME-covered employees attending new employee orientation.

The University shall notify the AFSCME Local President no less than three (3) days in advance of a departmental new employee orientation. The AFSCME Local President, or his/her designee, and/or an AFSCME Council 79 representative shall have 15 minutes at the department orientation to educate new employees about the AFSCME bargaining unit and AFSCME’s role as the certified bargaining agent. If there is no departmental orientation, the AFSCME Local President, or his/her designee and /or an AFSCME Council 79 will be afforded 15 minutes with the new employee for the purposes outlined above. This time shall be scheduled by mutual agreement of the AFSCME Local President and the employer (by contacting Human Resources) as
to not interrupt University operations. The union may also provide written information to the new employee about AFSCME. If the employer requests, the employer may review the information that AFSCME is providing to the new employee. Nothing provided shall be detrimental to the employer or political in nature. The 15 minute time period spent by the AFSCME Local President or designee shall be without loss of pay or benefits.

5.11 Bargaining Unit Lists
A. Upon request by AFSCME Council 79, but not more often than semi-annually, the University will provide to AFSCME an excel spreadsheet list of all in-unit employees. The spreadsheet will include the following fields: employee’s name, work location/department, rate of pay, classification title, UWF ID, working title, class code, original hire date, FTE, work email address, and building-room. This shall be provided to AFSCME without charge.

B. If the AFSCME would like to include additional fields in the spreadsheet, the AFSCME will be charged for the information in a manner consistent with Chapter 119, Florida Statutes.

ARTICLE 6
GRIEVANCE PROCEDURE

6.1 General Provisions.

A. The Board and AFSCME encourage informal resolution of employee complaints. To that end, employees should present such complaints for review and discussion as soon as possible to the University representative who has authority to address the complaint. Such review and discussions should be held with a view to reaching an understanding which will resolve the complaint in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure prescribed by this Article. If the complaint is not
resolved by such informal discussion, the employee may proceed to file a grievance consistent with the provision of this Article.

B. “Grievance” means a dispute filed with the University’s Management Representative ("Step 1"), using Appendix C of this Agreement concerning the interpretation or application of a specific provision of this Agreement, except as exclusions are noted. The filing or pendency of any grievance under the provision of this Article shall in no way impede or delay the right of the Board or University to take the action complained of; subject, however, to the final disposition of the grievance.

C. “Grievant” means an employee or group of employees who has/have filed a grievance in a dispute over a provision of this Agreement which confers rights upon the employee. AFSCME may file a grievance in a dispute over a provision of this Agreement which confers rights upon AFSCME.

D. The resolution of a grievance prior to its appeal in writing to Step 3 shall not establish a precedent binding on the University or AFSCME.

E. All grievances must be filed within thirty (30) days following the act or omission giving rise to the grievance or the date on which the employee knew or reasonably should have known of the event if the date is later. Only those acts or omissions and sections of the Agreement identified at Step 1 may be considered at subsequent steps.

F. The University shall not retaliate against any employee who participates in the procedures set forth in the Article.

G. If a Step 1 grievance meeting is held during the working hours of the grievant or any required participant, such person shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

H. Each grievance, request for review, and arbitration notice must be submitted in writing on the appropriate form attached to this Agreement as Appendices C, D, and E, respectively, and with all
required attachments as noted on each Appendix. Appendices C and E must be signed by the grievant. One Appendix C, D, or E may be filed in a grievance with more than one grievant, provided that the respective Appendix bears the signatures of all grievants. All grievance forms shall be dated when the grievance is received. Except for the initial filing of the grievance, if there is difficulty in meeting any time limit, an AFSCME representative may sign such forms for the grievant.

6.2 Representation.

A. A grievant who decides to use this grievance procedure shall, prior to the Step 1 meeting, choose whether to be represented by AFSCME. Where AFSCME representation is requested by a grievant, the grievance representative shall be selected by AFSCME from the list referenced in Section 5.2A, provided that the selection of an AFSCME President or Steward/AFSCME Employee Representative must be from the same local chapter as the grievant. AFSCME may reach agreement with the University at any step of the grievance process, and such agreement shall be binding on the grievant.

B. When an AFSCME President or Steward/AFSCME Employee Representative is selected to represent a grievant, he/she may be allowed a reasonable amount of time off with pay to investigate the grievance and to represent the grievant at any Step of the grievance procedure which is held during regular work hours, subject to the following limitations:

1. The AFSCME President or Steward/AFSCME Employee Representative will not be allowed time off with pay to investigate his/her own grievance.

2. Time spent by the AFSCME President or Steward/AFSCME Employee Representative in investigating a grievance shall be the minimum amount of time necessary to perform the specific investigation involved.

3. Such time off with pay shall be subject to prior approval by the AFSCME President’s or Steward/AFSCME Employee Representative’s immediate supervisor; however, approval of such time off will not be withheld unless it impedes the operations of the unit to
which the AFSCME President or Steward/AFSCME Employee Representative is regularly assigned.

C. If the grievant is not represented by AFSCME, The Management Representative shall timely notify AFSCME such that AFSCME is given reasonable opportunity to be present at meetings called for the resolution of the grievance. The processing of the grievance and any resolution will be in accordance with the procedures established in this Agreement.

D. AFSCME shall not be bound by a grievance decision in a grievance in which the grievant chose not to be represented by AFSCME.

6.3 Procedures.

A. Step 1

1. The filing of a grievance form with Human Resources shall initiate the formal grievance process. The Step 1 Management Representative shall schedule a meeting between the grievant, the grievant’s Steward/AFSCME Employee Representative, and any other appropriate individual within fifteen (15) days following receipt of the grievance if no postponement is requested, or receipt of written notice that the grievant wishes to proceed with the Step 1 meeting if a postponement was previously requested. The grievant shall have the right to present any evidence in support of the grievance at this meeting. If the meeting does not result in resolution of the grievance, the Step 1 Management Representative will proceed with processing the grievance and issuing a written decision, stating the reasons therefore, to grievant’s Steward/AFSCME Employee Representative within thirty (30) days following the conclusion of the meeting, unless an extension has been granted. If an extension was granted, the decision shall be issued by the agreed upon date. A copy of the decision and documents referenced in the decision shall be sent to the grievant and to the AFSCME Representative or to the AFSCME President if grievant elected not to be represented by AFSCME. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.
2. Where practicable, the Step 1 Management Representative shall make available to the grievant or grievant’s Steward/AFSCME Employee Representative, documentation referenced in the Step 1 decision prior to its issuance. All documents referred to in the Step 1 decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents. In advance of the Step 1 meeting, the grievant or the grievant’s Steward/AFSCME Employee Representative shall have the right, upon written request, to a copy of documents identified as relevant to the grievance.

3. In the absence of an agreement to extend the period for issuing the Step 1 decision, the grievant may proceed to Step 2 if the grievant or the grievant’s Steward/AFSCME Employee Representative has not received the written decision by the end of the 30th day following the conclusion of the Step 1 meeting.

B. Step 2

1. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request for review with Human Resources within thirty (30) days following receipt of the Step 1 decision by the grievant or the grievant’s Steward/AFSCME Employee Representative. The Step 2 Management Representative, grievant or the grievant’s AFSCME Staff Representative shall schedule a meeting for the purpose of reviewing the matter within fifteen (15) days following receipt of the request for review.

2. The Step 2 Management Representative shall issue a written decision, stating the reasons therefore, to the grievant or the grievant’s AFSCME Staff Representative within thirty (30) days following the conclusion of the meeting. In the absence of an agreement to extend the period for issuing the Step 2 decision, AFSCME may proceed to Step 3 if the AFSCME Staff Representative has not received the written decision by the end of the 30th day following the conclusion of the Step 2 meeting. A copy of the decision shall be sent to the grievant and to AFSCME if the grievant elected not to be represented by AFSCME. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.
C. Step 3 – Arbitration

1. If the grievance is not resolved at Step 2, AFSCME may appeal the decision to Arbitration on a Request for Arbitration Form within thirty (30) days after receipt of the decision.

2. The Board and AFSCME may, by written agreement, submit related grievances for hearing before the same arbitrator.

3. Selection of Arbitrator.

   a) Within sixty days after ratification of the Agreement, the Board and AFSCME shall select an Arbitration Panel. The panel shall have eleven (11) members who are mutually selected by the Board and AFSCME to serve for the term of this Agreement. If agreement is not reached on one or more of the arbitrators, the remaining arbitrators shall be selected by alternately striking from a list until the required number of names remains. The list shall be compiled by each party appointing an equal number of persons. The party to strike first shall be determined by the flip of a coin.

   b) Within thirty days after the Board’s receipt of a notice of arbitration, the parties shall select an arbitrator to hear the case by alternately striking from the panel until one name remains. The party to strike first shall be determined by the flip of a coin. By mutual agreement, the parties may select an arbitrator who is not a member of the Arbitration Panel.

4. Arbitration hearings shall be held at times and locations agreed to by the Board and AFSCME, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If agreement cannot be reached, the arbitration shall be held in Pensacola.

5. The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his/her jurisdiction and authority under this Agreement, the decision shall be final and binding on the Board, AFSCME, the grievant(s), and
the employees. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

a) The arbitrator shall issue his/her decision not later than thirty (30) days from the date of the closing of the hearing or from the deadline for the submission of briefs, whichever is later.

b) The arbitrator’s decision shall be in writing, and shall set forth the arbitrator’s opinion and conclusions on the precise issue(s) submitted.

c) The arbitrator shall have no authority to determine any other issue, and the arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

d) The arbitrator shall limit his/her decision strictly to the application and interpretation of the specific provisions of this Agreement.

6. The arbitrator shall be without power or authority to make any decisions:

a) Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering, or ignoring in any way the terms of this Agreement or the provisions of applicable law or rules or regulations having the force and effect of law; or

b) Limiting or interfering in any way with the powers, duties, and responsibilities of the State under its Constitution and/or the University under applicable law, and rules and regulations having the force and effect of law, except as such powers, duties, and responsibilities have been abridged, delegated, or modified by the expressed provisions of this Agreement; or

c) Which have the effect of restricting the discretion of the Chief Executive Officer or UWF Board of Trustees as otherwise granted by law or the rules or regulations of the Board of Governors or of the University unless such authority is modified by this Agreement; or
d) That are based solely upon a University past practice or policy unless such University practice or policy is contrary to law, the University Employment Regulations or policies or this Agreement.

7. The arbitrator’s award may include a monetary award to the grievant(s); however, the following limitations shall apply to such monetary awards:

a) The award shall not exceed the amount of pay the employee would have earned at his/her regular rate of pay and shall not include overtime, on-call, or any other speculative compensation which might have been earned;

b) The award shall not exceed the actual loss to the grievant, and shall be reduced by replacement compensation received by the employee during the period of time affected by the award; and;

c) The award shall not be retroactive to the date earlier than the date of the occurrence of the event giving rise to the grievance under consideration, and in no event more than thirty (30) days prior to the filing of the grievance.

8. The fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys, and witnesses. If the arbitrator fashions an award in such a manner that the grievance is sustained in part and denied in part, the parties will evenly split the arbitrator’s fee and expense. AFSCME will not be responsible for costs of an arbitration to which it is not a party. Where a grievant is not represented by AFSCME, such grievant will be responsible for all fees, expenses, and costs associated with the arbitration to the same extent that AFSCME would have been responsible, if AFSCME had been a party to the arbitration.

6.4 Time Limits.
A. Failure to initiate or appeal a grievance within the time limits specified shall be deemed a waiver of the grievance.

B. Failure, at any Step of this procedure, to communicate the decision on a grievance within the specified time limit shall permit the grievant’s representative to proceed to the next Step.

C. Claims of either an untimely filing or untimely appeal shall be made at the Step in question.

D. The number of days indicated at each Step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any Step of this procedure may be extended by written agreement.

E. In the event that any action falls due on a Saturday, Sunday, or University holiday, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

6.5 Exceptions.

A. Nothing in this Article or elsewhere in this Agreement shall be construed to permit AFSCME or an employee to process a grievance (1) in behalf of any employee without his/her consent, or (2) with respect to any matter which is at the same time the subject of an action which has been filed by a grievant in any other forum, administrative or judicial. As an exception to this provision, a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. Section 2000e et seq.

B. An employee who has not completed the orientation period can file only non-disciplinary grievances under this Agreement, which may be processed only at Step 1 without further appeal.

ARTICLE 7
JUST CAUSE AND DISCIPLINARY ACTIONS

7.1 Policy. The Board and AFSCME endorse the principle of progressive discipline. The purpose of this article is to provide a prompt and
equitable procedure for disciplinary action taken with just cause. Supervisors shall provide privacy to the extent practicable when administering reprimands or conducting disciplinary actions.

7.2 Just Cause. Disciplinary actions administered to regular status employees or employees who have completed their position orientation year may be taken only for just cause. Non-disciplinary separations are covered in Article 8.

7.3 Grievability.

A. Suspensions, demotions, reductions in base pay, and terminations administered to employees who have completed their position orientation year are subject to Article 6, Grievance Procedure.

B. Oral reprimands shall not be grievable under the provisions of this Agreement. Oral reprimands shall not be used as a basis for later disciplinary actions against an employee provided the employee has maintained a discipline-free work record for at least one (1) year. Such oral reprimands shall be placed in a sealed envelope and marked “Invalid in accordance with Section 7.3(b)” any time after that one (1) year period upon written request of the employee. However, such reprimands can be used to show that the employee was warned in the past about his or her conduct.

C. Written reprimands shall be subject to the grievance procedure in Article 6, but only through Step 2. Written reprimands shall not be used as a basis for later disciplinary actions against an employee provided the employee has maintained a discipline-free work record for at least two (2) consecutive years. Such written reprimands shall be placed in a sealed envelope and marked “Invalid in accordance with Section 7.3(C)” any time after that two (2) year period upon written request of the employee. However, such reprimands can be used to show that the employee was warned in the past about his or her conduct.

D. Neither the University’s policies and procedures, nor disciplinary guidelines, are grievable except to the extent that they are allegedly applied arbitrarily and capriciously.
7.4 AFSCME Representation.

A. The employee has the right, upon request, to AFSCME representation during investigatory questioning that may reasonably be expected to result in disciplinary action, and during predetermination conferences.

B. When an AFSCME representative is selected to assist an employee, the representative may be allowed a reasonable amount of time off for this purpose, subject to the limitation provided in Articles 5 and 6.

7.5 Disciplinary Entries in Personnel Files. An employee shall be furnished with a copy of disciplinary entries placed in their official personnel file and shall be permitted to respond, and a copy of the response shall be placed in that file.

ARTICLE 8
LAYOFF, RECALL AND SEPARATION WITH ADVANCE NOTICE

8.1 Layoff.

A. When an employee is to be laid off, the University shall implement such layoff in accordance with the provisions set forth below. When circumstances permit, the University shall notify the local AFSCME President at least thirty (30) days in advance of a layoff.

B. Employees may be laid off at any time as a result of adverse circumstances; reallocation of resources; reorganization of degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; curtailment or abolishment of one or more programs or functions; shortage of work; or a material change of duties. The University shall notify AFSCME when a layoff is to take place.

C. The layoff unit may be at an organizational level such as a campus, division, college, school, department, area, program, or other level of organization as the Chief Executive Officer deems appropriate. In designating the makeup of the layoff unit, the Chief Executive
Officer or designee may consider the special qualifications and relevant experience required for specific positions and exclude such positions from layoff.

D. The University shall direct laid off employees to Human Resources for employment counseling.

E. Employees are to be informed of layoff as soon as practical. Where circumstances permit, all employees are to be provided with at least thirty (30) calendar days notice. However, an employee who has completed his/her position orientation year shall be given no less than fourteen (14) calendar days notice of layoff or in lieu of thereof, two weeks pay at the employee’s current regular hourly rate, or a combination of notice and pay. A notice of layoff shall be sent to the employee by certified mail, return receipt requested, or delivered in person to the employee. The notice to the employee of layoff shall include the effective date of layoff, the reason for layoff and any appeal/grievance rights, including applicable filing deadlines.

F. Consistent with the procedures established for the University’s Employee Assistance Program, employees participating in an EAP who receive a notice of layoff may continue to participate in that program for a maximum of ninety (90) days following the layoff, or as otherwise agreed to by the employee and the University.

8.2 Retention Points

A. When there are multiple positions in the same class within the layoff unit available, the following procedures for calculating retention points shall be used.

1. Within the layoff unit, employees who have completed the position orientation year shall be ranked on a layoff list based on retention points derived from length of service and evaluations. Employees who work less than full time shall have their retention points determined in proportion to the time worked. Layoff rights extend only to employees who meet the specific qualifications and equivalent FTE of the position regardless of their placement on the layoff list.
a) One point for each month of continuous employment at the University in the Operational Services Unit.

   (i) No retention points shall be granted for a month in which the employee was not on the payroll.

   (ii) The period of leave for active military service in accordance with Chapter 115, F.S. shall count as continuous employment and shall be considered to be at the same level of performance as last evaluated.

b) Points for performance as follows:

   (i) One point for each month of service at the “meets” or “satisfactory” level.

   (ii) Two points for each month of service at the “above” level.

   (iii) Three points for each month of service at the “exceeds” or “superior” level.

   (iv) Any period of service not covered by an evaluation shall be computed as previously evaluated.

c) Points shall be deducted for disciplinary action issued after the date of ratification of this collective bargaining agreement, as follows:

   (i) Two points shall be deducted for each oral reprimand, except, however, only one point shall be deducted for oral reprimands marked “Invalid in accordance with Section 7.3(B).”

   (ii) Three points shall be deducted for each written reprimand,
except, however, only one and a half points shall be deducted for written reprimands marked “Invalid in accordance with Section 7.3(C).”

(iii) Four points shall be deducted for each suspension

B. After totaling the retention points, layoff shall be in order, beginning with the employee with fewest points. Recall, if it occurs, shall be in order, beginning with the employee with the greatest points. When two or more employees have the same total retention points, preference shall follow the order of the longest University service in the class.

8.3 Recall.

A. Employees who have completed the position orientation year have recall rights for one year following layoff.

B. Laid off employees shall be recalled in accordance with the procedures contained in this subsection.

C. When a vacant position exists at the University in the same class within the same unit from which the employee was laid off, the employee who has been laid off and who is not otherwise employed in an equivalent position who has the highest number of retention points and who meets the special qualifications and relevant experience required for the vacant position shall be offered the position.

D. Upon recall, the employee shall not be required to serve another position orientation year and the total retention points computed at the time of the layoff shall be restored to the employee.

E. An employee who refuses an offer of recall shall forfeit further recall rights.

8.4 Separation with Advance Notice (SWAN)
A. An employee, except for those in acting, temporary, visiting, time-limited or emergency appointments may be separated from the University as long as he or she is provided with appropriate advance notice or payment in lieu therefore, where applicable. Separation with Advance Notice is not a disciplinary action and is therefore not grievable, and may be taken without cause in accordance with UWF Employment policies. Decisions to separate employees shall not be based upon constitutionally impermissible grounds. Employees in acting, temporary, visiting, time-limited or emergency appointments may be separated from the University without advance notice.

B. Advance Notice of Separation shall be given in writing as follows:

1. Employees who had completed two or more years of continuous service with the University, by January 1, 2000, shall be given 12 months advance notice of separation.

2. Employees hired on or before July 1, 2004 shall be given advance notice of separation as follows:
   a). Employees in their first two years of employment with the University shall be given 120 days advance notice of separation.
   b). Employees in their third year of employment or beyond with the University shall be given six months advance notice of separation. However, employees who had completed two or more years of continuous service with the University, by January 1, 2000, shall be given 12 months advance notice of separation.

3. Employees hired after July 1, 2004 shall be given advance notice of separation as follows:
   a) Employees in their second year of employment receive 60 days notice.
   b) Employees in their third year of employment or beyond receive 90 days notice.

C. The Advance Notice of Separation shall include the last date of employment with the University.
1. In the event a break in service for more than one semester in one full year or more than two semesters in two full years, only service following such break shall be counted for purposes of determining length of service. Approved paid or unpaid leaves shall not be considered a break in service.

D. An employee who has received an advance notice of separation may be reassigned to other duties, responsibilities and locations for the duration of the notice period.

E. An employee who has received an advance notice of separation shall not receive any pay increases during the advance notice period.

F. The University may opt to pay an employee an amount equivalent to the salary he or she would have earned during the advance notice period in lieu of providing advance notice of separation.

ARTICLE 9
CHANGE IN ASSIGNMENT

9.1 Procedure.

A. An employee with regular status in the current class who meets all University eligibility requirements may apply for a change in assignment to a different position in the same class or in a different class having the same pay range maximum, different work unit, or different shift at the University according to University procedures. Prior to filling a vacancy, except by demotion or internal promotion, the University shall consider all applicable change in assignment requests. When making a decision regarding the granting of a request for a change in assignment, the University shall consider appropriate factors, including, but not limited to, the applicant’s length of continuous University service, performance evaluations, work related awards and achievements, relevant work experience and education/training.

B. All employees who were interviewed shall be notified of the University’s decision.
C. Employees who are reassigned under the provisions of this Article shall not ordinarily suffer a loss of pay as a result of such reassignment.

D. Nothing contained in this Agreement shall be construed to prevent the University, at its discretion, from effecting the change in assignment of any employee according to the needs of the University and in each case, the University will take into consideration the needs and circumstances of the employee prior to taking such action.

9.2 Notice. An employee shall be given a minimum of fourteen (14) seven (7) days’ notice prior to being reassigned or transferred by the University. In the case of a transfer, the University will make a good faith effort to give a minimum of thirty (30) days notice. The parties agree, however that these notice requirements shall not be required during an emergency or in other extraordinary conditions.

ARTICLE 10
METHOD OF FILLING VACANCIES

10.1 Policy.

A. The University shall fill a vacant position with the applicant who, in its judgment, is most qualified to perform the duties as described in the class specification, position description, and in other documents describing the vacant position. The University shall also consider appropriate factors, which may include, but not is limited to, the applicant’s related experience, performance evaluations, work related awards and achievements, other relevant work experience, and education/training.

B. The filling of vacant positions should be used to provide career mobility within the University and should be based on the relative merit and fitness of the applicants.

C. If an employee applied for the position, but was not selected, that employee may file a grievance under Article 6. The only issue to be addressed by such grievance is whether the University exercised its judgment in an arbitrary and capricious manner.
ARTICLE 11
CLASSIFICATION REVIEW

11.1 Classification Changes. When the University determines that a revision of a class specification for positions covered by this agreement is needed, and such revision affects the collective bargaining unit designation, the University shall notify AFSCME in writing of the proposed change. AFSCME shall notify the University, in writing, within fifteen (15) days of receipt of the proposed changes, of any comments it has concerning the proposed changes or of its desire to discuss the proposed changes.

11.2 Position Description. Each employee shall be given an opportunity to review his/her position description, and the employee’s signature shall acknowledge that such a review has been made by the incumbent and that the employee has received a copy of the current position description.

11.3 Work in a Higher Classification. An employee who is designated by the appropriate supervisor to perform temporarily a major portion of duties of a position in a higher classification than the employee’s current classification shall be eligible for a pay increase for the period of time such duties are assigned, provided that such duties are performed for a period of more than twenty-two (22) workdays within any six (6) consecutive months.

11.4 Review of Assigned Duties. When an employee alleges that regularly assigned duties constituting a significant portion of the employee’s work time are duties not included in the employee’s position description or the class specification to which the position is assigned, the employee may request a review by Human Resources. Human Resources will conduct an objective review, and if any pay adjustment is warranted, it will be made when the reclassification is determined.

ARTICLE 12
PERSONNEL RECORDS

12.1 Use of Personnel Files.

A. There shall be only one official personnel file for each
employee, which shall be maintained in the Human Resources office. Duplicate personnel files may be established and maintained within the University. Such duplicate personnel files may contain part or all of the items filed in the official personnel, but may not contain any items which are not filed in the official personnel file.

B. An employee has the right to review his/her official personnel file at reasonable times under the supervision of the designated records custodian and may attach a concise statement in response to any items therein.

12.2 Contents of Personnel Files.

A. Information in an employee’s official personnel file shall refer only to matters concerning or affecting the employee’s job or related to his/her University employment.

B. Where the Chief Executive Officer, the courts, an arbitrator, or other statutory authority determines that a document has been placed in an employee’s personnel file in error, or is otherwise invalid, such documents will be removed from the official personnel file and duplicate personnel files.

C. Records of disciplinary action shall be placed in an employee’s personnel file within ninety (90) days or after the action is final, whichever is earlier.

D. University commendations and awards presented to an employee may, upon request, and where practicable, be placed in the employee’s personnel file where copies are provided to Human Resources.

ARTICLE 13
HEALTH AND SAFETY

13.1 Policy. The Board shall make every reasonable effort to provide employees a safe and healthy working environment. The Board and AFSCME agree to work cooperatively toward reducing job-related injuries and Workers’ compensation costs by encouraging improved safety measures.
13.2 Safety Committee. The AFSCME local union president will appoint one employee to serve on a University-wide safety committee.

13.3 Employee Health and Safety.

A. When a University requires an employee to use or wear health or safety equipment, such equipment will be provided by the University.

B. Employees shall perform their duties in a safe manner and shall comply with the University’s safety guidelines/procedures. Any employee becoming aware of a work-related accident shall immediately notify the supervisor or the supervisor’s designee of the area where the incident occurred.

C. When an employee believes an unsafe or unhealthy working condition exists in the work area, the employee shall immediately report the condition to the employee’s supervisor. An employee may also report the condition to a University administrator at the next highest level or the University’s safety officer. The University shall investigate the report, and will respond to the employee in a timely manner. Where the employee’s report was in writing, the response shall be in writing. An employee acting in good faith may refuse to accept an assignment when the employee has reasonable grounds to believe an unsafe or unhealthy working condition exists in the work area which poses an immediate threat to the employee’s physical well-being.

D. The University shall make reasonable attempts to notify affected employees of major remodeling or major construction.

ARTICLE 14 PERFORMANCE EVALUATIONS

14.1 Procedure.

A. An employee shall ordinarily be evaluated by his/her immediate supervisor, who shall be held accountable for such evaluation. The evaluation may be reviewed, but shall not be changed by the higher level administrator. The immediate supervisor shall be the person
regularly assigned to direct the work of the employee, or, if unavailable, the next higher level supervisor. The evaluator is primarily responsible for the timely evaluation of the employee.

B. The employee shall be provided with information regarding the basis of the evaluation and shall, upon written request, be provided a copy of any documents which were considered in completing the evaluation.

C. The evaluation shall be discussed with the employee, who shall be given the opportunity to respond.

D. The University will make a good faith effort to provide employees and supervisors with training in performance evaluation techniques.

14.2 Failure to Meet Performance Standards.

A. Where an employee who has completed the position orientation year does not meet performance standards (by receiving a “needs improvement” or “below” rating on an evaluation), the University shall develop a performance plan intended to correct performance deficiencies.

B. Such employee shall be granted, upon written request, an opportunity to discuss with a supervisor at the next higher level concerns regarding the evaluation which rates the employee as not meeting performance standards.

C. The employee may be removed from his/her position no sooner than sixty (60) days after receipt of the improvement plan if inadequate improvement in performance is not made.

14.3 Grievability. Performance evaluations shall be subject to Article 6, Grievance Procedure, to the extent provided in this Section: An employee who has completed the position orientation year who receives a performance evaluation of not meeting performance standards may grieve the evaluation, but only through Step 2. The review of the grievance shall be solely to determine whether the performance evaluation was done in an arbitrary or capricious manner. Grievance reviewers shall not substitute their judgments regarding an
employee’s performance for that of the evaluator. An employee who has completed the position orientation year and who is demoted or dismissed for an evaluation of not meeting performance standards may grieve the demotion or dismissal pursuant to the provisions of Section 7.3A.

14.4 Pay for Performance. Subject to available funding, the Board of Trustees provides for a pay for performance plan. The plan defines an amount of additional pay or a bonus based upon employees’ performance evaluations. The parties acknowledge that members of the bargaining unit shall be eligible for this benefit to the same extent and in the same manner as other University Work Force employees.

ARTICLE 15
HOURS OF WORK

15.1 Workday/Workweek.

A. The normal workweek for each full-time employee shall be forty (40) hours.

B. The University retains the right to schedule its employees; however, the University will make a good faith effort, whenever practical, to provide employees with consecutive hours in the workday and consecutive days in the workweek.

15.2. Overtime.

A. The University is responsible for arranging the work schedule to minimize overtime. The assignment of overtime shall not be made on the basis of favoritism.

B. Work beyond the normal workweek shall be recognized in accordance with the provisions of the University of West Florida Employment Regulations and policies and the Fair Labor Standards Act.
C. Upon agreement of the employee and the University, non-exempt employees shall receive either compensatory leave or cash payment for overtime. If agreement cannot be reached, the University shall make cash payment for overtime worked.

15.3 Work Schedules.

A. Where rotations are being made in the employee’s regular work schedule, the new shift, workdays, and hours, will be posted no less than ten (10) days in advance, and will reflect at least a two (2) workweek schedule; however, the University will make a good faith effort to reflect a one (1) month schedule.

B. With prior written notification of at least three (3) workdays to the employee’s immediate supervisor, employees may mutually agree to exchange days or shifts on a temporary basis. However, such exchanges will not be approved where it would cause overtime. If the immediate supervisor objects to the exchange of workdays or shifts, the employee initiating the notification shall be advised that the exchange is not approved.

C. Where regularly assigned work schedules are rotated, the University will make a good faith effort to equalize scheduled weekend work among employees in the same functional unit whenever this can be accomplished without interfering with efficient operations. When an employee rotates to a different shift, the employee shall receive a minimum of two (2) shifts off between the end of the current shift assignment and the beginning of the new shift assignment.

D. When an employee is not assigned to a rotating shift and the employee’s regular shift assignment is being changed, the employee shall be given a minimum of ten (10) working days notice, in writing, of the proposed change. Additionally, when the change occurs, the employee shall receive a minimum of two (2) shifts off between the end of the current shift assignment and the beginning of the new shift assignment.

15.4 Rest Periods.
A. No supervisor shall unreasonably deny an employee paid rest period and a thirty (30) minute unpaid lunch period during each four (4) full eight (8) hour work shift. The rest period shall occur between the start of the work day and the lunch period. Whenever possible, the lunch period shall be scheduled at the middle of the work shift. However, it is recognized that many positions have a work location assignment that requires coverage for a full eight-hour shift, which would not permit the employee to actually leave his/her work location. In those cases, it is recognized that the employee can “rest” while the employee remains at his/her work location.

B. An employee may not accumulate unused rest periods, nor shall rest periods be authorized for covering an employee’s late arrival or early departure from work.

ARTICLE 16
ON-CALL AND CALL-BACK AND UNSCHEDULED UNIVERSITY CLOSURES

16.1 On-Call Assignment.

A. “On-call” assignment shall be defined as any time when an employee is instructed in writing by management to remain available to work during an off-duty period. An employee who is so instructed shall be required to leave word where the employee may be reached by telephone or by other electronic signal device in order to be available to return to a work location on short notice to perform assigned duties.

B. In an emergency or other unforeseen circumstances, the University may verbally instruct an employee to be on-call for a period of not more than twenty-four (24) consecutive hours. The employee shall not be eligible for on-call payments in excess of the period for which verbal instructions are appropriate.

16.2 On-Call Payment.

A. On-call time is not compensable for purposes of computing overtime; however, travel time to and from work when called back is
compensable time.

B. When approved as provided herein, an employee who is required to be on-call shall be compensated by payment of a fee in an amount of one dollar and 50 cents ($1.50) per hour for each hour such employee is required to be on-call.

C. An employee who is required to be on-call on a Saturday, Sunday, or University holiday will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of the hourly minimum for the employee’s class for each hour such employee is required to be available.

D. If an on-call period is less than one (1) hour, the employee shall be paid for one (1) hour.

E. If an employee’s immediate supervisor, who is covered by this Agreement, inappropriately instructs an employee that the employee is on-call, that supervisor may be held personally liable for reimbursing the University for any on-call fee which results from the inappropriate instruction.

16.3 Call-In Procedure. During an unscheduled closing of the University or during an university emergency, employees are required to call their supervisor, one time at a number that has been provided by the supervisor, at least one hour prior to the employee’s next normally scheduled work shift. If the supervisor does not answer, the employee will call the work control center at 850-857-6000. If that number is not answered, the employee will leave a message with a phone number where they can be reached.

16.34 Call-Back.

A. If an employee is called back to perform work beyond the employee’s scheduled hours of work for that day, or while the University is experiencing an emergency or unscheduled closing, the employee shall be credited with the greater of the actual time worked, including time to and from the employee’s home to the assigned work location, or two (2) hours.

B. Employees who are called back into work will be paid in accordance with FLSA requirements.
ARTICLE 17
LEAVES OF ABSENCE/HOLIDAYS

17.1 Leaves. Employees may be granted leaves of absence as provided in University of West Florida Employment Regulations and policies.

17.2 Leave to Supplement Workers’ Compensation Benefits. An employee is eligible to use paid leave to supplement Workers’ Compensation benefits in accordance with University of West Florida Employment Regulations and policies.

17.3 Holidays. Employees shall be entitled to University holidays as defined by University regulations.

ARTICLE 18
LEARNING OPPORTUNITIES

18.1 Policy. The Board recognizes the importance of employee career development in order to provide for employee training which will improve productivity.

A. The University will make reasonable efforts to continue existing staff training and development programs and to develop new programs where the University considers such programs to be necessary.

B. The University will make good faith efforts to provide newly-hired employees with an orientation session to explain procedures, policies, standards, and performance expectations of the employee, and to provide staff training and development programs for employees. The University will also provide information to increase employee awareness of sexual harassment.

C. Where Supplemental Vocational Training Programs are available through State community colleges, the University shall make a reasonable effort to use this resource to provide training opportunities.

D. In accordance with the University’s established policies and procedures, an employee may be allowed administrative leave for the
purpose of attending short courses, institutes, and workshops which will improve performance in their current position.

E. The University may assign employees to attend training and development courses.

F. The University shall provide reasonable written notice to AFSCME when discontinuing a career development program which includes a salary increase component.

18.2 Tuition Free Course Program. Employees shall be provided with tuition free courses in the same manner and to the same extent as UWF employees.

18.3 Changes in Technology/Equipment. The University will consider the effect on current employees when contemplating changing technology
or equipment. The University will make reasonable efforts to provide training to current employees in the use of new technology or equipment when such changes are made. Nothing herein obligates the University to maintain current classifications, positions, or employees.

18.4 GED Programs. Where GED programs exist, the University shall make reasonable efforts to provide employees with flexible work schedules to accommodate participation in such programs.

18.5 Grievability. The University and AFSCME understand that nothing in this Article precludes or in any way limits or restricts the University’s right to develop, implement, or otherwise manage training or apprenticeship of its programs. Therefore, any claim by an employee or AFSCME concerning this Article shall not be subject to the Grievance Procedure of this Agreement.

ARTICLE 19
CONTRACTING OUT

19.1 Prior to issuing a Request for Proposal for contracting-out work which will result in the layoff of employees, the University will notify the local AFSCME president. The local AFSCME president may then discuss the impact of the proposed contracting-out on affected employees by scheduling a consultation with the Chief Executive Officer or designee within ten (10) days of receiving the notice. The President of the local AFSCME Chapter may also request consultation with the Chief Executive Officer regarding the impact on affected employees of such contracting-out.

19.2 The affected employees, in consultation with the local AFSCME president, may submit a proposal in response to the University’s request for proposals. Such proposal shall be submitted in the form and manner as required for all proposers.

19.3 The University shall provide out placement and counseling services to affected employees.

19.4 If an affected employee is laid-off as a result of the University contracting-out his or her work, such employee may file a grievance
under Article 6. The only issue to be addressed by such grievance is whether the University complied with the provisions of this Article.

ARTICLE 20
AFSCME DEDUCTIONS

20.1 Deductions and Remittance.

A. During the term of this Agreement, the Universities will deduct AFSCME membership dues in an amount established by AFSCME and certified in writing by the President of Council 79 to the Board for employees who have submitted an AFSCME deduction authorization form, Appendix B. The University will also make other AFSCME related deductions as instructed by employees in writing on the AFSCME deduction authorization form. Employee transfers or promotions within the bargaining unit shall not require the submission of new forms.

B. The dues and other authorized deductions shall be made on the employee’s regular payroll basis and shall begin with the first full pay period following receipt of the authorization form. The dues and other authorized deductions shall be remitted by the University to the AFSCME State Office within thirty (30) days after the deductions are made, or as soon thereafter as possible. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted. When an employee returns from an approved unpaid leave status, dues deductions shall continue if that employee has previously submitted a deductions authorization form.

C. AFSCME shall notify the Board in writing of any changes in its dues at least thirty (30) days prior to the effective date of such change.

20.2 Insufficient Pay for Deduction. In the event an employee’s salary earnings within any pay period are not sufficient to cover dues and other authorized deductions, it will be the responsibility of AFSCME to collect its dues and other authorized deductions for that pay period directly from the employee.
20.3 Termination of Deduction. The University’s responsibility for deducting dues and other authorized deductions shall terminate automatically upon either: (1) thirty (30) days written notice from the employee to the University Human Resources office revoking that employee’s prior deduction authorization, (2) the termination of employment, (3) the transfer, promotion, or demotion of the employee out of the bargaining unit.

20.4 Indemnification. AFSCME shall indemnify, defend, and hold the Board, the State of Florida, and their officers, officials, agents, and employees harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the Board, the State, or their officers, officials, agents, and employees in complying with this Article. AFSCME shall promptly refund to the University any funds received in accordance with this Article which are in excess of the amount of deductions which the Board has agreed to deduct, provided that such unauthorized dues deductions are reported to AFSCME Council 79 by the University within one hundred and twenty (120) days of the occurrence.

20.5 Exceptions. The Board will not deduct any AFSCME fines, penalties, or special assessments from the pay of any employee.

| ARTICLE 21 |
| RESERVE |

| ARTICLE 22 |
| RESERVE |

| ARTICLE 23 |
| WAGES |

23.1 **Legislative General Increases.**

A. Eligible employees shall receive any legislatively appropriated increases as provided for by the Florida Legislature.

B. Employees who meet the criteria for increases as set forth by the Florida Legislature and who have a current performance evaluation of “meets” or better, shall be eligible for the legislatively appropriated increases.
Eligible employees whose salaries are funded from a contract, grant, auxiliary, or local fund shall receive salary increases equivalent to employees whose salaries are funded from E&G sources, provided that such salary increase are permitted by the terms of the contract or grant and adequate funds are available for this purpose within the contract, grant, auxiliary, or local fund. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not available, the Board or its representatives shall seek to have the contract or grant modified to permit such increases.

### Salary Increase for 2016-2017

A. Effective March 1, 2017, the University will provide a cost-of-living wage increase to all eligible in-unit employees in the amount of 1.3% of their base pay as it was on February 28, 2017.

B. To be eligible, employees must
   i. have been employed at UWF on or before July 1, 2016 with continuous employment through February 28, 2017 (OPS employment does not count for these purposes), and,
   ii. have not received a Separation with Advance Notice, Notice of Non-Reappointment or Notice of Termination prior to March 1, 2017.

### Salary Adjustment for 2017-2018

A. Effective March 1, 2018, the University will provide a salary increase adjustment in the amount of $750 to all eligible in-unit employees.

B. To be eligible for the 2017-2018 salary adjustment, employees must:
   1. Have been hired by July 1, 2017 and been continuously employed through February 28, 2018, and
   2. Have not been issued a Separation with Advance Notice or a notification that they have been terminated or dismissed.

### Salary Adjustment for 2018-2019

A. Effective March 1, 2019, the University will provide a salary increase adjustment in the amount of $750 to all eligible in-unit employees.

B. To be eligible for the 2018-2019 salary adjustment increase, employees must:
1. Have been hired by July 1, 2018 and been continuously employed through February 28, 2019, and
2. Have not been issued a Separation with Advance Notice or a notification that they have been terminated or dismissed.

23.6 **Salary Adjustment for 2019-2020 Contingent on Receipt of New Recurring Funds**

A. Effective March 1, 2020, the University will provide a salary increase adjustment in the amount of $750 to all eligible in-unit employees, provided the University receives new legislative or new performance based recurring finding for 2019-2020 and the new recurring funds are funds for which staff salaries are an allowable expenditure.

In the event the University does not receive such funds, section 23.6 shall be null and void and section 23.6 shall be re-opened for negotiations by the parties. In this situation, no other section or provision of the agreement shall be open to re-negotiation other than section 23.6.

23.7 **Minimum Wage/Minimum Salary**

A. The minimum wage for any in-unit employee shall be $10.00 per hour or $20,880 annually, effective with the ratification of this contract by both parties.

23.8 **Salary Adjustment for 2016-2017 Associated with Raise in Minimum Wage**

A. Effective with the ratification of this contract by both parties, each eligible in-unit employee shall receive an increase of $1500 to his or her base salary. To be eligible employees must:

i. have been employed on July 1, 2016 with continuous employment through the date of ratification of the agreement by both parties, and

ii. not have received a Separation with Advance Notice or a Notice of Termination prior to ratification of the agreement by both parties.

B. This salary adjustment of $1500 will be applied after the minimum wage increase in 23.7 is applied.

23.9 **Shift Differential Pay**

A. Eight hour shifts shall set by each department in consultation with the division head, in accordance with University operational needs.
B. Employees who work the second shift shall be paid a 5% differential per hour.

C. Employees who work the third shift shall be paid a 10% differential per hour.

A.D. Employees asked to work early or late in addition to their regular assigned shift hours will be paid in accordance with FLSA requirements and will not be paid any additional shift differential.

ARTICLE 24
BENEFITS

24.1 Current Employees.

A. State Employee Health Insurance Program. The Board and AFSCME support legislation to provide adequate and affordable health care insurance to all employees.

B. Employee Assistance Programs. The following guidelines are applicable to the University’s Employee Assistance Programs (EAP).

1. When an employee’s EAP participation is designed in conjunction with the employer to improve job performance, then some limited time for participation, as described in University policy, shall be counted as time worked.

2. In requesting and being granted leave to participate in a University EAP, an employee, for the purpose of maintaining confidentiality, need reveal to their supervisor only the fact of such EAP participation.

3. Neither the fact of an employee’s participation in an EAP, nor information generated by participation in the program, shall be used as a reason for discipline under Article 7, or as evidence of a performance deficiency within the evaluation process referenced in Article 14, except for information relating to an employee’s failure to
participate in the EAP consistent with the terms to which the employee and the University have agreed.

24.2 Retired Employees.

A. Employees who retire under the Florida Retirement System shall be eligible, upon request, to receive on the same basis as other employees, the following benefits at the University from which they retired, subject to University regulations and policies:

1. Retired employee identification card;

2. Use of the University library (i.e., public rooms, lending and research service); and

3. Placement on designated University mailing lists.

B. In addition, fees may be charged retired employees for the following, and/or access granted to them on a space available basis:

1. Use of University recreational facilities;

2. A University parking decal; and

3. Course enrollment of retired employees sixty (60) years or older who meet Florida residency requirements, without payment of fees, on a space available basis, in accordance with Section 1009.26, Florida Statutes.

ARTICLE 25
NO STRIKE

25.1 No Strike.

A. During the term of this Agreement, neither AFSCME nor its officers or agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, or strike; interfere with the work and statutory functions or obligations of the University or engage in any other activities which are prohibited in Section 447.203(6), Florida Statutes.
B. AFSCME agrees to notify all of its local offices and representatives of their obligation and responsibility under this Article and for maintaining compliance with the constitutional and statutory prohibition against strikes. AFSCME further agrees to notify employees of these responsibilities, including their responsibility to remain at work during any interruption which may be caused or initiated by others.

25.2 Remedies.

A. A University may discharge or discipline any employee who violates the provisions of this Article and AFSCME shall not use the Grievance Procedure on such employee’s behalf; however, if the issue is whether the employee engaged in activities prohibited by this Article, AFSCME may elect to represent the employee in such grievance through the Grievance Procedure.

B. Nothing contained herein shall preclude the University from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 26
PREVAILING RIGHTS

All pay and benefits provisions published in the University of West Florida Employment Regulations and policies which are not specifically provided for or modified by this Agreement or by the Legislature shall be in effect during the term of this Agreement. Any claim by an employee concerning the application of such provisions shall not be subject to the Grievance Procedure of this Agreement, but shall be subject to the method of review prescribed by the University of West Florida Employment Regulations or policies or other appropriate administrative or judicial remedy.

ARTICLE 27
MANAGEMENT RIGHTS

AFSCME agrees that the University has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose
of the University, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is the right of the University to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, except as abridged or modified by the express provisions of this Agreement provided, however, that the exercise of such rights shall not preclude an employee from raising a grievance on any such decision which violates the terms and conditions of this Agreement.

ARTICLE 28
TOTALITY OF AGREEMENT

28.1 This collective bargaining agreement, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes the collective bargaining for its term. Memoranda of agreement reached by the parties outside this Collective Bargaining Agreement, which address specific circumstances shall continue to govern their subject matter, until they expire by their own terms, or are renegotiated.

28.2 The parties acknowledge that, during the negotiations which resulted in this collective bargaining agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law for the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

28.3 Obligation to Bargain.

A. The University and the union recognize that changes in federal or state law and judicial decisions may affect this agreement and require modification of the agreement. The parties agree to meet and bargain with regard to any provision of this agreement which has been altered, changed, or nullified by federal or state law or judicial decision.

B. Except as to the above subjects, the University and the union, for the duration of this Agreement, each voluntarily and unqualifiedly waives
the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

28.4 Memorandum of Understanding/Settlements

The Parties recognize that during the term of this Agreement situations may arise which require the terms and conditions not specifically and clearly set forth in the Agreement to be clarified or amended. Under such circumstances, the union is specifically authorized by bargaining unit employees to enter into settlement of grievance disputes or memoranda of understanding, which clarify or amend this Agreement, with no necessity for such action(s) to be ratified by bargaining unit members.

ARTICLE 29
SAVINGS CLAUSE

29.1 If any provision of this Agreement is in conflict with State or federal laws or regulations by reason of any court action or existing or subsequently enacted legislation, or if the appropriate governmental body having amendatory power to change a law, rule, or regulation which is in conflict with a provision of this Agreement fails to enact or adopt an enabling amendment to make the provision effective in accordance with Section 447.309(3), Florida Statutes, then such provision shall not be applicable, performed, or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

29.2 If any provision of this Agreement is found to have the effect of causing the University to be denied funds otherwise available through federal funding, such provision shall not be applicable, performed, or enforced.
ARTICLE 30
DURATION

30.1 Term. This Agreement shall be effective on the date last of ratification by both parties and shall remain in full force and effect for three years from that date, through the thirtieth day of June, 2016.

30.2 Re-Negotiations.

A. Re-negotiations for the 2014-2015 year shall begin no later than May 15, 2014. The parties agree that Article 23, Wages, and Article 24, Benefits, shall be subject to renegotiation for the 2014-2015 fiscal year. Each party may also present two additional Articles for re-negotiation.

B. Re-negotiations for the 2015-2016 fiscal year shall begin no later than May 15, 2015. The parties agree that Article 23, Wages, and Article 24, Benefits, shall be subject to re-negotiation for the 2015-2016 fiscal year. Each party may also present two additional Articles for re-negotiation.

30.3 Successor Agreement. Negotiations for a successor Agreement shall begin no later than six months prior to the expiration of the successor agreement, October 1, 2015. In the event that the Board and AFSCME fail to secure a successor Agreement prior to the expiration of this Agreement, the parties may agree in writing to extend this Agreement for any period of time.

30.4 Emergencies. If the Governor determines that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the University during the time of the declared emergency, provided that wages and benefits shall not be suspended.
Collective Bargaining Agreement
Between
The University of West Florida
And
American Federation of State, County and Municipal Employees
Local 2201
Council 79 Affiliate

6/29/2017-6/30/2020

This agreement has been ratified by:

For the University of West Florida Board of Trustees:

__________________________________________________________________________
Mort O’Sullivan, Chair, University of West Florida Board of Trustees    Date

For the University of West Florida Board of Trustees:

__________________________________________________________________________
Jana Weaver, Chief Negotiator, AFSCME    Date

__________________________________________________________________________
Billy Lee, President, AFSCME Council 79    Date
APPENDIX A

The parties have agreed that the following classifications are included within the bargaining units indicated, and that this list may be amended by agreement of the parties or by order of the Florida Public Employees Relations Commission:

OPERATIONS SERVICES, Certification No. 730 (RC-2003-038 August 18, 2003):

All full time and part-time University Work Force laborers, technicians, mechanics, operators, and services workers whose work involved fabrication, maintenance, and repair activities and/or the provision of personal and domestic services. Work is often performed outdoors and frequently involves heavy physical labor. The basic education and training requirement is graduation from high school, with practical experience in the specific area of work, although some of the skilled workers or technicians may be required to have some type of advanced technical or vocational training.

<table>
<thead>
<tr>
<th>CLASS CODE</th>
<th>CLASS TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2060</td>
<td>Computer Repair Technician</td>
</tr>
<tr>
<td>2064</td>
<td>Senior Computer Repair Technician</td>
</tr>
<tr>
<td>4609</td>
<td>Engineering Technician/Designer</td>
</tr>
<tr>
<td>6310</td>
<td>Pre-Press Operator</td>
</tr>
<tr>
<td>6311</td>
<td>Senior Printing Equipment Operator</td>
</tr>
<tr>
<td>6330</td>
<td>HVAC Operator</td>
</tr>
<tr>
<td>6331</td>
<td>HVAC Specialist</td>
</tr>
<tr>
<td>6339</td>
<td>Water/Wastewater Treatment Plant Operator</td>
</tr>
<tr>
<td>6366</td>
<td>Motor Vehicle Operator</td>
</tr>
<tr>
<td>6367</td>
<td>Heavy Equipment Vehicle Operator</td>
</tr>
<tr>
<td>6374</td>
<td>Maintenance Technician</td>
</tr>
<tr>
<td>6389</td>
<td>Laborer</td>
</tr>
<tr>
<td>6394</td>
<td>Groundskeeper Technician</td>
</tr>
<tr>
<td>6395</td>
<td>Groundskeeper Specialist</td>
</tr>
</tbody>
</table>
APPENDIX B

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFSCME DUES AUTHORIZATION FORM

I authorize the University to deduct from my pay, starting with the first full pay period commencing not earlier than seven days from the date of this authorization is received by the University, membership dues and other authorized deductions of the American Federation of State, County and Municipal Employees (AFSCME) as established from time to time by the AFSCME in accordance with its Constitution, and as certified to the University by AFSCME. Furthermore, I understand that such dues will be paid to AFSCME.

This authorization shall continue until either (1) revoked by me at any time upon thirty days written notice to the University Office of Human Resources; (2) my transfer or promotion out of an AFSCME represented bargaining unit; (3) termination of employment; or (4) revoked pursuant to Section 447.507, F.S.

By signing this form, I authorize the University to release my Social Security number to AFSCME in reporting dues deductions.

Signature ___________________________ Date ___________ Employee ID # ___________

Name (Print) ___________________________ University ___________________________

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APPENDIX B (Continued)

I authorize the University to deduct from my pay, starting with the first full pay period commencing not earlier than seven days from the date of this authorization is received by the University contributions to the AFSCME political action fund (PEOPLE) in the amount of __________, and I direct that the sum so deducted be paid over to AFSCME. Such deductions are voluntary and do not represent Board or University support of the objectives or actions of the fund.

This authorization shall continue until either (1) revoked by me at any time upon thirty days written notice to the University Office of Human Resources, and AFSCME; (2) my transfer or promotion out of an AFSCME represented bargaining unit; (3) termination of employment; or (4) revoked pursuant to Section 447.507, F.S.

By signing this form, I authorize the University to release my Social Security number to AFSCME in reporting dues deductions.

Date __________________________ Employee’s Signature __________________________
<table>
<thead>
<tr>
<th>Employee ID #</th>
<th>Name (printed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department</td>
<td>University</td>
</tr>
</tbody>
</table>
This grievance was received and filed with the University by (check one):

___ Mail  (Circle One: certified, registered, restricted delivery, return receipt required); or

___ Personal Delivery  (Personal delivery requires signature of recipient.)

Received by: __________________________
Date ________________

UWF – AFSCME

APPENDIX C
GRIEVANCE

GRIEVANT NAME: ____________________________________________

UNIVERSITY: _______________________________________________

DEPT/DIV: ________________________________________________

OFFICE PHONE: ____________________________________________

STEWARD/AFSCME EMPLOYEE REPRESENTATIVE
NAME: ________________________________________________

UNIVERSITY: ______________________________________________

DEPT/DIV: ________________________________________________
All University communications shall go to the Steward/AFSCME Employee Representative at the above address.

**APPENDIX C (continued)**

I. **STATEMENT OF GRIEVANCE:** Must cite the specific Articles and Sections of the Agreement allegedly violated and the specific acts or omissions giving rise to the allegations:

II. **REMEDY SOUGHT:**

III. **AUTHORIZATION**

I will be represented in this grievance by: (check one – representative must sign on appropriate line).

___ AFSCME ________________________________

___ Myself ________________________________

___ Other ________________________________

I have read and understand Article 6 of the current Agreement between the UWF Board of Trustees and AFSCME.

Signature of Grievant(s) ___________________________ Date ____________

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(The grievance will not be processed unless signed by the grievant.)

The Step 1 decision shall be transmitted to grievant’s Steward/AFSCME Employee Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. A copy of this decision shall be sent to grievant and the local AFSCME Chapter if grievant elected not to be represented by AFSCME.

This grievance was received and filed with the University by (check one):

___ Mail  (Circle One: certified, registered, restricted delivery, return receipt required); or

___ Personal Delivery  (Personal delivery requires signature of recipient.)

Received by: __________________________
Date ______________

UWF – AFSCME

APPENDIX D
REQUEST FOR REVIEW OF STEP 1 DECISION

GRIEVANT NAME: _________________________________

UNIVERSITY: _________________________________
All University communications shall go to the grievant’s AFSCME Staff Representative at the above address.

DATE OF STEP 1 DECISION:

__________________________________________

APPENDIX D (continued)

DATE STEP 1 DECISION WAS RECEIVED BY GRIEVANT’S STEWARD/AFSCME EMPLOYEE REPRESENTATIVE: ________________________________

Provisions of Agreement allegedly violated as specified at Step 1:

I hereby request that the Step 2 Management Representative review the decision made in connection with the attached grievance for the following reason(s):

REMEDY SOUGHT:
I am represented in this grievance by: (check one – representative must sign on appropriate line).

___ AFSCME

___ Myself

___ Other

A copy of the following documents must be attached to the Request at the time of its filing:

1. Appendix C – Original grievance form filed with the Office of Human Resources.
2. Step 1 Decision, if issued by University.
3. All attachments to Step 1 Decision.

The Step 2 decision shall be transmitted to grievant’s AFSCME Staff Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. Copies of this decision shall be sent to grievant and to the President of Council 79 if grievant elected not to be represented by AFSCME.
APPENDIX E
NOTICE OF ARBITRATION

The American Federation of State, County, and Municipal Employees (AFSCME) or Grievant (if not represented by AFSCME) hereby gives notice of intent to proceed to arbitration in connection with the decision of the Step 2 Management Representative dated ________________ and received by the President of Council 79/Grievant on ________________ in this grievance of:

NAME: _______________________________
FILE NO.: ______________

The following statement of issues (s) before the Arbitrator is proposed:

Signature of AFSCME Representative or Grievant(s)  Date
APPENDIX E (Continued)

I hereby authorize AFSCME to proceed to arbitration with my grievance. I also authorize AFSCME and the University of West Florida or its representatives to use, during the arbitration proceedings, copies of any materials in my evaluation file pertinent to this grievance and to furnish copies of the same to the arbitrator.

Signature of AFSCME Representative or Grievant(s)    Date

This notice should be sent to:

Office of Human Resources, Bldg. 20E
University of West Florida
11000 University Parkway
Pensacola, FL 32514
Collective Bargaining Agreement

between

University of West Florida
Board of Trustees

and

American Federation of State, County and Municipal Employees
Local 2201
Council 79 Affiliate

Contract Effective from June 29, 2017 until June 28, 2020
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PREAMBLE

This Agreement is between the University of West Florida Board of Trustees, hereinafter called the “Board” or the “University” and the Florida Public Employees Council 79, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter called “AFSCME”; and

WHEREAS, it is recognized by the Board and AFSCME that the public policy of the State and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article 1 of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between public employers and their employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of public universities; and

WHEREAS, it is recognized by the Board and AFSCME that terms and conditions of employment of the employees covered by this agreement are contained in this Agreement and in the University of West Florida rules, regulations and policies; and

WHEREAS, the Board retains and reserves to itself the rights, powers, and authority vested in it, including the right to plan, manage, and control the University and in all respects carry out the ordinary and customary functions of management. All such rights, powers, and authority are retained by the Board, subject to those limitations imposed in this Agreement. Only violations of such limitations shall be subject to Article 6, Grievance Procedure.

WHEREAS, the above language is a statement of intent and therefore not subject to the grievance procedures as outlined in Article 6;
NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Board and AFSCME do agree as follows:

**ARTICLE 1**
**RECOGNITION**

1.1 Inclusions.

A. The Board hereby recognizes AFSCME as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for University West Florida employees included in the University of West Florida Operational Services bargaining unit (Certification No. 730) as defined in the certification issued by the Florida Public Employees Relations Commission (RC-2003-038)

B. This Agreement covers all full-time and part-time employees in the classifications and positions listed in Appendix A of the Agreement, except for those individuals filling full-time and part-time positions excluded pursuant to Section 1.2. All in-unit employees shall be members of the University of West Florida University Work Force and are covered by the broadbanding classification system.

1.2 Exclusions. This Agreement specifically excludes persons in positions designated with managerial, confidential, temporary or emergency status, and all persons paid from Other Personal Services (OPS) funds.
1.3 Positions of Classes – Unit Designation.

A. When a position is included in a bargaining unit, and the University determines that the position should be excluded from the unit due to its managerial or confidential status, the University shall notify the local AFSCME president of such determination. AFSCME shall notify the University, in writing, within fifteen (15) days of receipt of the notice, of any comments it has regarding the bargaining unit designation or of its desire to discuss such designation. If, following such discussion, AFSCME disagrees with the bargaining unit designation of the position, it may request that the Florida Public Employees Relation Commission resolve the dispute of unit placement.

B. When the Board establishes a new Operational Services position class or revises an existing classification so that its bargaining unit designation is changed, the Board shall notify AFSCME regarding the bargaining unit status of the class. AFSCME shall notify the Board, in writing, within fifteen (15) days of receipt of the notice, of any comments it has regarding the bargaining unit designation or of its desire to discuss such designation. If, following such discussion, AFSCME disagrees with the bargaining unit designation of the position class, it may request that the Florida Public Employees Relations Commission resolve the dispute through unit clarification proceedings.
ARTICLE 2
DEFINITIONS

The terms used in this Agreement are defined as follows:

2.1 “AFSCME Staff Representative” means an individual employed by AFSCME and designated by AFSCME to represent employees pursuant to this Agreement.

2.2 “Board of Trustees” or “Board” means the Board of Trustees of the University of West Florida or the University of West Florida, acting directly or through its Chief Executive Officer, or through its other employees.

2.3 “Chief Executive Officer” means the President of the University of West Florida or designee.

2.4 “Days” mean calendar days, excluding any day observed as a University holiday. In the event that any action falls due on a Saturday, Sunday, or State or University holiday, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

2.5 “Employee” means a member of a bargaining unit described in Article 1.

2.6 “Grievance” means a dispute filed with Human Resources (“Step 1”), using Appendix C of this Agreement concerning the interpretation or application of a specific provision of this Agreement.

2.7 “Grievant” means an employee or group of employees who has/have filed a grievance over a provision of this
Agreement which confers rights upon the employee. AFSCME may file a grievance over a provision of this Agreement which confers rights upon AFSCME.

2.8 “Management Representative” means an individual designated to hear grievances on behalf of the University.

2.9 “Position” means a position in a class included in the bargaining unit described in Article 1.

2.10 “Position Orientation Year” is the first year of employment of an individual at the University of West Florida. Individuals in their Position Orientation Year in any position class may be terminated from employment at any time, for any reason. Employees terminated during the position orientation year shall not receive notice and may not appeal the termination. Employees who have completed the position orientation year will not be required to serve an additional position orientation year if they change positions. Guidelines regarding the Position Orientation Year are provided in the UWF Employment Regulations and policies.

2.11 “President of Council 79” includes his/her representatives.

2.12 “Steward/AFSCME Employee Representative” means an employee who has been designated by AFSCME to investigate grievances and to represent grievants in grievances which have been properly filed under Article 6 of this Agreement, when AFSCME has been selected as the employee’s representative.

2.13 “University” means the University of West Florida or the Board of Trustees of the University of West Florida.
“Work Unit” for purposes of the negotiation committee means any of the following units: Housing and Residence Life, Facilities Maintenance, Building Services, Utilities, Information Technology, Academic Affairs or the University of West Florida Historic Trust.

ARTICLE 3
RESERVED

ARTICLE 4
NONDISCRIMINATION

4.1 A. Each employee has the right to a work environment free from unlawful discrimination and harassment. Neither the Board of Trustees nor AFSCME shall discriminate against or harass any employee based upon race, color, gender, sexual orientation, religion, national origin, age, veteran status, disability, or marital status, nor shall the Board or AFSCME abridge any employee rights related to AFSCME activity granted under Chapter 447, Florida Statutes.

B. Neither the University nor employees shall discriminate against or harass any individual based upon the individual’s race, color, gender, sexual orientation, religion, national origin, age, veteran status, disability or marital status.

C. Sexual harassment is a prohibited form of gender discrimination. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct
of a sexual natures constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment.

D. Employees are required to report immediately unlawful discrimination or harassment to appropriate administrators. Appropriate administrator include, but are not limited to, the employee’s immediate supervisor, the next level supervisor, the Human Resources Director, the Equal Opportunity Coordinator, the Police Victim’s Advocate and any University Director or Vice President.

4.2 Employees may avail themselves of the provisions of the Whistleblower’s Act, (Section 112.3187, Florida Statutes).

4.3 AFSCME agrees to support the University’s affirmative action efforts. University affirmative action efforts shall not be subject to review under the provisions of Article 6, Grievance Procedure.

4.4 The local AFSCME president shall be provided, upon written request and without cost, a copy of the University’s Affirmative Action Plan and any subsequent amendments.
ARTICLE 5
AFSCME ACTIVITIES

5.1 Policy. The President of the local AFSCME Chapter shall be responsible for all decisions relating to employee representation activities covered by this Agreement and will handle those AFSCME activities which require action by or coordination with the UWF Chief Executive Officer. The Chief Executive Officer or designee will initiate contact with the President of the local Chapter concerning matters which require action by, or coordination with the local Chapter.

5.2 Designation and Selection of Representatives.

A. The President of the local Chapter shall annually furnish to the Board, no later than July 1, a list of Stewards/AFSCME Employee Representatives, the Local AFSCME Presidents, and AFSCME Staff representatives. This list shall include the class title, and the address and phone number of the AFSCME Staff Representatives. AFSCME shall notify the Board, in writing, of any changes to the Steward/AFSCME Employee Representative, the Local AFSCME President, and AFSCME Staff Representatives list within fourteen (14) days of implementation of such changes. The Board and University will not recognize any person as a Steward/AFSCME Employee Representative, Local AFSCME President, or AFSCME Staff Representative whose name does not appear on the list.

B. The President of the local AFSCME Chapter shall be authorized to designate employees to serve as Stewards/AFSCME Employee Representatives with
no more than four employees designated.

C. The University shall annually furnish no later than July 1 a list of Step 1 management representatives by name, title, and campus mailing address to the local AFSCME president, unless there have been no changes in the list from the preceding year. The University shall annually furnish no later than July 1 a list of Step 2 management representative by name and title to the local AFSCME President, unless there have been no changes in the list from the preceding year.

5.3 Representative Access.

A. Representative of AFSCME shall have access to the premises of the University in accordance with policies regarding public access to State property.

B. Stewards/AFSCME Employee Representatives, the Local AFSCME President, and AFSCME Staff Representatives may request access to premises not available to the public under University policies. Such requests shall indicate the premises to be visited, the employees with whom the representative wishes to speak, grievance being investigated, and the approximate length of time the representative will require such access. Permission for such access for the purpose of investigating an employee’s grievance shall not be unreasonably denied and such access and investigation shall not impede University operations.

C. AFSCME shall have the right to use University facilities for meetings on the same basis as they are available to other university-related organizations.

D. The University may establish an account into which
AFSCME may deposit funds that would be used to reimburse the University for services provided.

5.4 Printed Agreements. The Board will provide AFSCME one copy for each represented employee at no cost to AFSCME. For any copies in excess of this number, AFSCME shall bear one-half the cost of printing.

5.5 Bulletin Boards.

A. Where University-controlled bulletin boards are available, the University agrees to provide space on such bulletin boards for AFSCME use. The University shall make a reasonable effort to make such space available and accessible to employees.

B. The Materials posted on the boards shall be restricted only to office AFSCME matters. No material shall be posted which is derogatory to any person or organization, or which constitutes election campaign material for or against any personal organization or faction thereof, except that election material relating to AFSCME elections may be posted on such boards.

C. Posting must be dated and approved by the local AFSCME President.

5.6 Regulations and Agendas.

A. Upon request, the Board shall provide AFSCME with the website link for University regulations.

B. At least 21 days prior to the adoption or amendment
of any University personnel regulation which will change the terms and conditions of employment for employees, the University will provide notice to AFSCME of it’s intended action, including a copy of proposed regulation, a brief explanation of the purpose and effect of the proposed regulation, and name of a person at the University to whom AFSCME may provide comments, concerns, or suggested revisions. (This notice provision will not apply where a regulation is promulgated as an emergency regulation.) AFSCME may provide written comments, concerns, or suggested revisions in accordance with written policies. AFSCME may use the consultation process described in Section 5.7 to discuss proposed revisions to a University personnel regulation, however AFSCME must request consultation within 10 days of receipt of notice of the proposed regulation revision. Nothing in this section precludes or limits, or is intended to preclude or limit, AFSCME from exercising rights related to regulation proceedings.

5.7 Consultation

A. Consultation with Chief Executive Officer. The Chief Executive Officer or designee shall meet with local AFSCME representatives to discuss matters pertinent to the implementation or administration of this Agreement, University actions affecting terms and conditions of employment unique to the University, or any other mutually agreeable matters. The meetings shall be held on a mutually convenient date. The party requesting consultation shall submit a written list of agenda items no less than one (1) week in advance of the meeting. The other party shall also submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues. The parties understand and agree that such
meetings may be used to resolve problems regarding the implementation and administration of the Agreement, however, such meetings shall not constitute or be used for the purpose of collective bargaining. When AFSCME is the party requesting a consultation, AFSCME shall notify Human Resources of the proposed consultation, who will notify the Chief Executive Officer/designee.

1. Up to two (2) AFSCME members (each from a different department) shall be permitted to attend a consultation set in accordance with Article 5.7A, when it occurs during their regular work hours. The two (2) AFSCME members shall be excused from work for that purpose without having to take leave and without the loss of pay. AFSCME shall provide the names of the two (2) individuals to the Human Resources department at least 48 hours prior to the scheduled consultation for this purpose. Attendance at a consultation meeting outside of regular working hours shall not be deemed time worked. Neither AFSCME member shall be credited for more than eight (8) hours for any day of consultation, nor shall the time in attendance be counted as hours worked for the purpose of computing compensatory time or overtime.

5.8 Negotiations.

A. Parties and Location. AFSCME agrees that all collective bargaining is to be conducted with Board Representatives designated for that purpose. There shall be no negotiations by AFSCME at any other level.

B. AFSCME Committee. AFSCME shall designate in writing a negotiation committee consisting of not more than three (3) representatives. In the event that an employee designated as a Committee member is unable to
attend AFSCME collective bargaining negotiations, AFSCME may designate an alternate to the negotiation committee.

C. AFSCME agrees that if more than one employee per unit serves as the negotiation committee the members will rotate their service so that no more than one (1) will serve in negotiations. This provision is subject to the following additional limitations:

1. For the purposes of this section, a unit is defined as Housing and Residence Life, Facilities, Information Technology, Academic Affairs and UWF Historic Trust and separate Facilities units including Maintenance, Building Services, and Utilities.

D. Administrative Leave for Negotiating Sessions

1. Up to three (3) AFSCME members (each from a different department) shall be permitted to attend AFSCME-UWF collective bargaining negotiations that take place during their regular work hours. The three (3) AFSCME members shall be excused from work without taking leave and with no loss of pay. AFSCME shall provide the names of the individuals in writing to Human Resources at least 48 hours in advance of bargaining negotiations for this purpose.

2. No Committee member or alternate shall be credited for more than eight (8)
hours for any day of negotiations, nor shall the time in attendance at such negotiating sessions be counted as hours worked for the purpose of computing compensatory time or overtime.

3. The University shall not reimburse the Committee member or alternate for travel, meals, lodging, or any other expense incurred while on paid administrative leave for attending negotiating sessions.

E. Ratification Activities

Up to three (3) AFSCME members (each from a different department) shall each be permitted to participate in up to four (4) hours of AFSCME-UWF contract ratification activities that take place during their regular work hours. The three AFSCME members shall be excused from work for this purpose without taking leave and with no loss of pay. This is a total allotment of 12 hours. Participation in contract ratification activities that take place outside of the employees’ regular working hours shall not be deemed time worked.

5.9 Leave for Negotiating the Other AFSCME Activities.

A. Alternates who are not substituting for absent Committee members shall have the right to request unpaid leave or accrued annual or compensatory leave for the purpose of attending negotiating sessions. Such leave shall not impede the operations of the University or be unreasonably denied.

B. Employees shall have the right to request leave for
the purpose of attending AFSCME conventions, conferences, meetings, and negotiating sessions. When such requests are denied, the supervisor shall provide such denial in writing.

5.10 New Employee Orientation

The University shall notify the AFSCME Local President no less than three (3) days in advance of a departmental new employee orientation. The AFSCME Local President, or his/her designee, and/or an AFSCME Council 79 representative shall have 15 minutes at the department orientation to educate new employees about the AFSCME bargaining unit and AFSCME’s role as the certified bargaining agent. If there is no departmental orientation, the AFSCME Local President, or his/her designee and/or an AFSCME Council 79 will be afforded 15 minutes with the new employee for the purposes outlined above. This time shall be scheduled by mutual agreement of the AFSCME Local President and the employer (by contacting Human Resources) as to not interrupt University operations. The union may also provide written information to the new employee about AFSCME. If the employer requests, the employer may review the information that AFSCME is providing to the new employee. Nothing provided shall be detrimental to the employer or political in nature. The 15 minute time period spent by the AFSCME Local President or designee shall be without loss of pay or benefits.

5.11 Bargaining Unit Lists

A. Upon request by AFSCME Council 79, but not more often than semi-annually, the University will provide to AFSCME an excel spreadsheet list of all in-unit employees. The spreadsheet will include the following
fields: employee’s name, work location/department, rate of pay, classification title, UWF ID, working title, class code, original hire date, FTE, work email address, and building-room. This shall be provided to AFSCME without charge.

B. If the AFSCME would like to include additional fields in the spreadsheet, the AFSCME will be charged for the information in a manner consistent with Chapter 119, Florida Statutes.

ARTICLE 6
GRIEVANCE PROCEDURE

6.1 General Provisions.

A. The Board and AFSCME encourage informal resolution of employee complaints. To that end, employees should present such complaints for review and discussion as soon as possible to the University representative who has authority to address the complaint. Such review and discussions should be held with a view to reaching an understanding which will resolve the complaint in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure prescribed by this Article. If the complaint is not resolved by such informal discussion, the employee may proceed to file a grievance consistent with the provision of this Article.

B. “Grievance” means a dispute filed with the University’s Management Representative (“Step 1”), using Appendix C of this Agreement concerning the interpretation or application of a specific provision of this Agreement, except as exclusions are noted. The filing or pendency of
any grievance under the provision of this Article shall in no way impede or delay the right of the Board or University to take the action complained of; subject, however, to the final disposition of the grievance.

C. “Grievant” means an employee or group of employees who has/have filed a grievance in a dispute over a provision of this Agreement which confers rights upon the employee. AFSCME may file a grievance in a dispute over a provision of this Agreement which confers rights upon AFSCME.

D. The resolution of a grievance prior to its appeal in writing to Step 3 shall not establish a precedent binding on the University or AFSCME.

E. All grievances must be filed within thirty (30) days following the act or omission giving rise to the grievance or the date on which the employee knew or reasonably should have known of the event if the date is later. Only those acts or omissions and sections of the Agreement identified at Step 1 may be considered at subsequent steps.

F. The University shall not retaliate against any employee who participates in the procedures set forth in the Article.

G. If a Step 1 grievance meeting is held during the working hours of the grievant or any required participant, such person shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

H. Each grievance, request for review, and arbitration notice must be submitted in writing on the appropriate form.
attached to this Agreement as Appendices C, D, and E, respectively, and with all required attachments as noted on each Appendix. Appendices C and E must be signed by the grievant. One Appendix C, D, or E may be filed in a grievance with more than one grievant, provided that the respective Appendix bears the signatures of all grievants. All grievance forms shall be dated when the grievance is received. Except for the initial filing of the grievance, if there is difficulty in meeting any time limit, an AFSCME representative may sign such forms for the grievant.

6.2 Representation.

A. A grievant who decides to use this grievance procedure shall, prior to the Step 1 meeting, choose whether to be represented by AFSCME. Where AFSCME representation is requested by a grievant, the grievance representative shall be selected by AFSCME from the list referenced in Section 5.2A, provided that the selection of an AFSCME President or Steward/AFSCME Employee Representative must be from the same local chapter as the grievant. AFSCME may reach agreement with the University at any step of the grievance process, and such agreement shall be binding on the grievant.

B. When an AFSCME President or Steward/AFSCME Employee Representative is selected to represent a grievant, he/she may be allowed a reasonable amount of time off with pay to investigate the grievance and to represent the grievant at any Step of the grievance procedure which is held during regular work hours, subject to the following limitations:
1. The AFSCME President or Steward/AFSCME Employee Representative will not be allowed time off with pay to investigate his/her own grievance.

2. Time spent by the AFSCME President or Steward/AFSCME Employee Representative in investigating a grievance shall be the minimum amount of time necessary to perform the specific investigation involved.

3. Such time off with pay shall be subject to prior approval by the AFSCME President’s or Steward/AFSCME Employee Representative’s immediate supervisor; however, approval of such time off will not be withheld unless it impedes the operations of the unit to which the AFSCME President or Steward/AFSCME Employee Representative is regularly assigned.

C. If the grievant is not represented by AFSCME, The Management Representative shall timely notify AFSCME such that AFSCME is given reasonable opportunity to be present at meetings called for the resolution of the grievance. The processing of the grievance and any resolution will be in accordance with the procedures established in this Agreement.

D. AFSCME shall not be bound by a grievance decision in a grievance in which the grievant chose not to be represented by AFSCME.

6.3 Procedures.
A. Step 1

1. The filing of a grievance form with Human Resources shall initiate the formal grievance process. The Step 1 Management Representative shall schedule a meeting between the grievant, the grievant’s Steward/AFSCME Employee Representative, and any other appropriate individual within fifteen (15) days following receipt of the grievance if no postponement is requested, or receipt of written notice that the grievant wishes to proceed with the Step 1 meeting if a postponement was previously requested. The grievant shall have the right to present any evidence in support of the grievance at this meeting. If the meeting does not result in resolution of the grievance, the Step 1 Management Representative will proceed with processing the grievance and issuing a written decision, stating the reasons therefore, to grievant’s Steward/AFSCME Employee Representative within thirty (30) days following the conclusion of the meeting, unless an extension has been granted. If an extension was granted, the decision shall be issued by the agreed upon date. A copy of the decision and documents referenced in the decision shall be sent to the grievant and to the AFSCME Representative or to the AFSCME President if grievant elected not to be represented by AFSCME. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

2. Where practicable, the Step 1 Management Representative shall make available to the grievant or grievant’s Steward/AFSCME Employee Representative, documentation referenced in the Step
1 decision prior to its issuance. All documents referred to in the Step 1 decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents. In advance of the Step 1 meeting, the grievant or the grievant’s Steward/AFSCME Employee Representative shall have the right, upon written request, to a copy of documents identified as relevant to the grievance.

3. In the absence of an agreement to extend the period for issuing the Step 1 decision, the grievant may proceed to Step 2 if the grievant or the grievant’s Steward/AFSCME Employee Representative has not received the written decision by the end of the 30th day following the conclusion of the Step 1 meeting.

B. Step 2

1. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request for review with Human Resources within thirty (30) days following receipt of the Step 1 decision by the grievant or the grievant’s Steward/AFSCME Employee Representative. The Step 2 Management Representative, grievant or the grievant’s AFSCME Staff Representative shall schedule a meeting for the purpose of reviewing the matter within fifteen (15) days following receipt of the request for review.

2. The Step 2 Management Representative shall issue a written decision, stating the reasons therefore, to the grievant or the grievant’s AFSCME Staff Representative within thirty (30) days following the
conclusion of the meeting. In the absence of an agreement to extend the period for issuing the Step 2 decision, AFSCME may proceed to Step 3 if the AFSCME Staff Representative has not received the written decision by the end of the 30th day following the conclusion of the Step 2 meeting. A copy of the decision shall be sent to the grievant and to AFSCME if the grievant elected not to be represented by AFSCME. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

C. Step 3 – Arbitration

1. If the grievance is not resolved at Step 2, AFSCME may appeal the decision to Arbitration on a Request for Arbitration Form within thirty (30) days after receipt of the decision.

2. The Board and AFSCME may, by written agreement, submit related grievances for hearing before the same arbitrator.

3. Selection of Arbitrator.

   a) Within sixty days after ratification of the Agreement, the Board and AFSCME shall select an Arbitration Panel. The panel shall have eleven (11) members who are mutually selected by the Board and AFSCME to serve for the term of this Agreement. If agreement is not reached on one or more of the arbitrators, the remaining arbitrators shall be selected by alternately striking from a list until the required
number of names remains. The list shall be compiled by each party appointing an equal number of persons. The party to strike first shall be determined by the flip of a coin.

b) Within thirty days after the Board’s receipt of a notice of arbitration, the parties shall select an arbitrator to hear the case by alternately striking from the panel until one name remains. The party to strike first shall be determined by the flip of a coin. By mutual agreement, the parties may select an arbitrator who is not a member of the Arbitration Panel.

4. Arbitration hearings shall be held at times and locations agreed to by the Board and AFSCME, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If agreement cannot be reached, the arbitration shall be held in Pensacola.

5. The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his/her jurisdiction and authority under this Agreement, the decision shall be final and binding on the Board, AFSCME, the grievant(s), and the employees. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

a) The arbitrator shall issue his/her decision not later than thirty (30) days from the date of the closing of the hearing or from the deadline for the submission of briefs, whichever is later.
b) The arbitrator’s decision shall be in writing, and shall set forth the arbitrator’s opinion and conclusions on the precise issue(s) submitted.

c) The arbitrator shall have no authority to determine any other issue, and the arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

d) The arbitrator shall limit his/her decision strictly to the application and interpretation of the specific provisions of this Agreement.

6. The arbitrator shall be without power or authority to make any decisions:

   a) Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering, or ignoring in any way the terms of this Agreement or the provisions of applicable law or rules or regulations having the force and effect of law; or

   b) Limiting or interfering in any way with the powers, duties, and responsibilities of the State under its Constitution and/or the University under applicable law, and rules and regulations having the force and effect of law, except as such powers, duties, and responsibilities have been abridged, delegated, or modified by the expressed provisions of this Agreement; or
c) Which have the effect of restricting the discretion of the Chief Executive Officer or UWF Board of Trustees as otherwise granted by law or the rules or regulations of the Board of Governors or of the University unless such authority is modified by this Agreement; or

d) That are based solely upon a University past practice or policy unless such University practice or policy is contrary to law, the University Employment Regulations or policies or this Agreement.

7. The arbitrator’s award may include a monetary award to the grievant(s); however, the following limitations shall apply to such monetary awards:

a) The award shall not exceed the amount of pay the employee would have earned at his/her regular rate of pay and shall not include overtime, on-call, or any other speculative compensation which might have been earned;

b) The award shall not exceed the actual loss to the grievant, and shall be reduced by replacement compensation received by the employee during the period of time affected by the award; and;

c) The award shall not be retroactive to the date earlier than the date of the occurrence of the event giving rise to the grievance under consideration, and in no event more than thirty (30) days prior to the filing of the grievance.
8. The fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys, and witnesses. If the arbitrator fashions an award in such a manner that the grievance is sustained in part and denied in part, the parties will evenly split the arbitrator’s fee and expense. AFSCME will not be responsible for costs of an arbitration to which it is not a party. Where a grievant is not represented by AFSCME, such grievant will be responsible for all fees, expenses, and costs associated with the arbitration to the same extent that AFSCME would have been responsible, if AFSCME had been a party to the arbitration.

6.4 Time Limits.

A. Failure to initiate or appeal a grievance within the time limits specified shall be deemed a waiver of the grievance.

B. Failure, at any Step of this procedure, to communicate the decision on a grievance within the specified time limit shall permit the grievant’s representative to proceed to the next Step.

C. Claims of either an untimely filing or untimely appeal shall be made at the Step in question.

D. The number of days indicated at each Step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits
specified in any Step of this procedure may be extended by written agreement.

E. In the event that any action falls due on a Saturday, Sunday, or University holiday, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

6.5 Exceptions.

A. Nothing in this Article or elsewhere in this Agreement shall be construed to permit AFSCME or an employee to process a grievance (1) in behalf of any employee without his/her consent, or (2) with respect to any matter which is at the same time the subject of an action which has been filed by a grievant in any other forum, administrative or judicial. As an exception to this provision, a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. Section 2000e et seq.

B. An employee who has not completed the orientation period can file only non-disciplinary grievances under this Agreement, which may be processed only at Step 1 without further appeal.

ARTICLE 7
JUST CAUSE AND DISCIPLINARY ACTIONS

7.1 Policy. The Board and AFSCME endorse the principle of progressive discipline. The purpose of this article is to provide a prompt and
equitable procedure for disciplinary action taken with just cause. Supervisors shall provide privacy to the extent practicable when administering reprimands or conducting disciplinary actions.

7.2 Just Cause. Disciplinary actions administered to regular status employees or employees who have completed their position orientation year may be taken only for just cause. Non-disciplinary separations are covered in Article 8.

7.3 Grievability.

A. Suspensions, demotions, reductions in base pay, and terminations administered to employees who have completed their position orientation year are subject to Article 6, Grievance Procedure.

B. Oral reprimands shall not be grievable under the provisions of this Agreement. Oral reprimands shall not be used as a basis for later disciplinary actions against an employee provided the employee has maintained a discipline-free work record for at least one (1) year. Such oral reprimands shall be marked “Invalid in accordance with Section 7.3(b)” any time after that one (1) year period upon written request of the employee. However, such reprimands can be used to show that the employee was warned in the past about his or her conduct.

C. Written reprimands shall be subject to the grievance procedure in Article 6, but only through Step 2. Written reprimands shall not be used as a basis for later disciplinary actions against an employee provided the employee has maintained a discipline-free work record for at least two (2) consecutive years. Such written reprimands shall be marked “Invalid in accordance with Section
7.3(C)” any time after that two (2) year period upon written request of the employee. However, such reprimands can be used to show that the employee was warned in the past about his or her conduct.

D. Neither the University’s policies and procedures, nor disciplinary guidelines, are grievable except to the extent that they are allegedly applied arbitrarily and capriciously.

7.4 AFSCME Representation.

A. The employee has the right, upon request, to AFSCME representation during investigatory questioning that may reasonably be expected to result in disciplinary action, and during predetermination conferences.

B. When an AFSCME representative is selected to assist an employee, the representative may be allowed a reasonable amount of time off for this purpose, subject to the limitation provided in Articles 5 and 6.

7.5 Disciplinary Entries in Personnel Files. An employee shall be furnished with a copy of disciplinary entries placed in their official personnel file and shall be permitted to respond, and a copy of the response shall be placed in that file.
ARTICLE 8
LAYOFF, RECALL AND SEPARATION WITH ADVANCE NOTICE

8.1 Layoff.

A. When an employee is to be laid off, the University shall implement such layoff in accordance with the provisions set forth below. When circumstances permit, the University shall notify the local AFSCME President at least thirty (30) days in advance of a layoff.

B. Employees may be laid off at any time as a result of adverse circumstances; reallocation of resources; reorganization of degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; curtailment or abolishment of one or more programs or functions; shortage of work; or a material change of duties. The University shall notify AFSCME when a layoff is to take place.

C. The layoff unit may be at an organizational level such as a campus, division, college, school, department, area, program, or other level of organization as the Chief Executive Officer deems appropriate. In designating the makeup of the layoff unit, the Chief Executive Officer or designee may consider the special qualifications and relevant experience required for specific positions and exclude such positions from layoff.

D. The University shall direct laid off employees to Human Resources for employment counseling.
E. Employees are to be informed of layoff as soon as practical. Where circumstances permit, all employees are to be provided with at least thirty (30) calendar days notice. However, an employee who has completed his/her position orientation year shall be given no less than fourteen (14) calendar days notice of layoff or in lieu of thereof, two weeks pay at the employee’s current regular hourly rate, or a combination of notice and pay. A notice of layoff shall be sent to the employee by certified mail, return receipt requested, or delivered in person to the employee. The notice to the employee of layoff shall include the effective date of layoff, the reason for layoff and any appeal/grievance rights, including applicable filing deadlines.

F. Consistent with the procedures established for the University’s Employee Assistance Program, employees participating in an EAP who receive a notice of layoff may continue to participate in that program for a maximum of ninety (90) days following the layoff, or as otherwise agreed to by the employee and the University.

8.2 Retention Points

A. When there are multiple positions in the same class within the layoff unit available, the following procedures for calculating retention points shall be used.

1. Within the layoff unit, employees who have completed the position orientation year shall be ranked on a layoff list based on retention points derived from length of service and evaluations. Employees who work less than full time shall have their retention points determined in proportion to the time worked. Layoff rights extend only to
employees who meet the specific qualifications and equivalent FTE of the position regardless of their placement on the layoff list.

a) One point for each month of continuous employment at the University in the Operational Services Unit.

(i) No retention points shall be granted for a month in which the employee was not on the payroll.

(ii) The period of leave for active military service in accordance with Chapter 115, F.S. shall count as continuous employment and shall be considered to be at the same level of performance as last evaluated.

b) Points for performance as follows:

(i) One point for each month of service at the “meets” or “satisfactory” level.

(ii) Two points for each month of service at the “above” level.

(iii) Three points for each month of service at the “exceeds” or “superior” level.

(iv) Any period of service not covered by an evaluation shall be computed as previously evaluated.

c) Points shall be deducted for disciplinary action
issued after the date of ratification of this collective bargaining agreement, as follows:

(i) Two points shall be deducted for each oral reprimand, except, however, only one point shall be deducted for oral reprimands marked “Invalid in accordance with Section 7.3(B).”

(ii) Three points shall be deducted for each written reprimand, except, however, only one and a half points shall be deducted for written reprimands marked “Invalid in accordance with Section 7.3(C).”

(iii) Four points shall be deducted for each suspension

B. After totaling the retention points, layoff shall be in order, beginning with the employee with fewest points. Recall, if it occurs, shall be in order, beginning with the employee with the greatest points. When two or more employees have the same total retention points, preference shall follow the order of the longest University service in the class.

8.3 Recall.

A. Employees who have completed the position orientation year have recall rights for one year following layoff.

B. Laid off employees shall be recalled in accordance with the procedures contained in this subsection.
C. When a vacant position exists at the University in the same class within the same unit from which the employee was laid off, the employee who has been laid off and who is not otherwise employed in an equivalent position who has the highest number of retention points and who meets the special qualifications and relevant experience required for the vacant position shall be offered the position.

D. Upon recall, the employee shall not be required to serve another position orientation year and the total retention points computed at the time of the layoff shall be restored to the employee.

E. An employee who refuses an offer of recall shall forfeit further recall rights.

8.4 Separation with Advance Notice (SWAN)

A. An employee, except for those in acting, temporary, visiting, time-limited or emergency appointments may be separated from the University as long as he or she is provided with appropriate advance notice or payment in lieu therefore, where applicable. Separation with Advance Notice is not a disciplinary action and is therefore not grievable, and may be taken without cause in accordance with UWF Employment policies. Decisions to separate employees shall not be based upon constitutionally impermissible grounds. Employees in acting, temporary, visiting, time-limited or emergency appointments may be separated from the University without advance notice.

B. Advance Notice of Separation shall be given in writing as follows:
1. Employees who completed two or more years of continuous service with the University, by January 1, 2000, shall be given 12 months advance notice of separation.

2. Employees hired on or before July 1, 2004 shall be given advance notice of separation as follows:

   a) Employees in their first two years of employment with the University shall be given 120 days advance notice of separation.

   b) Employees in their third year of employment or beyond with the University shall be given six months advance notice of separation.

3. Employees hired after July 1, 2004 shall be given advance notice of separation as follows:

   a) Employees in their second year of employment receive 60 days notice.

   b) Employees in their third year of employment or beyond receive 90 days notice.

C. The Advance Notice of Separation shall include the last date of employment with the University.

   1. In the event a break in service for more than one semester in one full year or more than two semesters in two full years, only service following such break shall be counted for purposes of
determining length of service. Approved paid or unpaid leaves shall not be considered a break in service.

D. An employee who has received an advance notice of separation may be reassigned to other duties, responsibilities and locations for the duration of the notice period.

E. An employee who has received an advance notice of separation shall not receive any pay increases during the advance notice period.

F. The University may opt to pay an employee an amount equivalent to the salary he or she would have earned during the advance notice period in lieu of providing advance notice of separation.

ARTICLE 9
CHANGE IN ASSIGNMENT

9.1 Procedure.

A. An employee with regular status in the current class who meets all University eligibility requirements may apply for a change in assignment to a different position in the same class or in a different class having the same pay range maximum, different work unit, or different shift at the University according to University procedures. Prior to filling a vacancy, except by demotion or internal promotion, the University shall consider all applicable change in assignment requests. When making a decision regarding the granting of a request for a change in assignment, the University shall consider appropriate factors, including, but not limited to, the applicant’s
length of continuous University service, performance evaluations, work related awards and achievements, relevant work experience and education/training.

B. All employees who were interviewed shall be notified of the University’s decision.

C. Employees who are reassigned under the provisions of this Article shall not ordinarily suffer a loss of pay as a result of such reassignment.

D. Nothing contained in this Agreement shall be construed to prevent the University, at its discretion, from effecting the change in assignment of any employee according to the needs of the University and in each case, the University will take into consideration the needs and circumstances of the employee prior to taking such action.

9.2 Notice. An employee shall be given a minimum of seven (7) days’ notice prior to being reassigned or transferred by the University. In the case of a transfer, the University will make a good faith effort to give a minimum of thirty (30) days notice. The parties agree, however that these notice requirements shall not be required during an emergency or in other extraordinary conditions.

ARTICLE 10
METHOD OF FILLING VACANCIES

10.1 Policy.

A. The University shall fill a vacant position with the applicant who, in its judgment, is most qualified to perform the duties as described in the class specification,
position description, and in other documents describing the vacant position. The University shall also consider appropriate factors, which may include, but not is limited to, the applicant’s related experience, performance evaluations, work related awards and achievements, other relevant work experience, and education/training.

B. The filling of vacant positions should be used to provide career mobility within the University and should be based on the relative merit and fitness of the applicants.

C. If an employee applied for the position, but was not selected, that employee may file a grievance under Article 6. The only issue to be addressed by such grievance is whether the University exercised its judgment in an arbitrary and capricious manner.

ARTICLE 11
CLASSIFICATION REVIEW

11.1 Classification Changes. When the University determines that a revision of a class specification for positions covered by this agreement is needed, and such revision affects the collective bargaining unit designation, the University shall notify AFSCME in writing of the proposed change. AFSCME shall notify the University, in writing, within fifteen (15) days of receipt of the proposed changes, of any comments it has concerning the proposed changes or of its desire to discuss the proposed changes.

11.2 Position Description. Each employee shall be given an opportunity to review his/her position description, and the employee’s signature shall acknowledge that such a review has been made by the incumbent and that the
employee has received a copy of the current position description.

11.3 Work in a Higher Classification. An employee who is designated by the appropriate supervisor to perform temporarily a major portion of duties of a position in a higher classification than the employee’s current classification shall be eligible for a pay increase for the period of time such duties are assigned, provided that such duties are performed for a period of more than twenty-two (22) workdays within any six (6) consecutive months.

11.4 Review of Assigned Duties. When an employee alleges that regularly assigned duties constituting a significant portion of the employee’s work time are duties not included in the employee’s position description or the class specification to which the position is assigned, the employee may request a review by Human Resources. Human Resources will conduct an objective review, and if any pay adjustment is warranted, it will be made when the reclassification is determined.

ARTICLE 12
PERSONNEL RECORDS

12.1 Use of Personnel Files.

A. There shall be only one official personnel file for each employee, which shall be maintained in the Human Resources office. Duplicate personnel files may be established and maintained within the University. Such duplicate personnel files may contain part or all of the items filed in the official personnel, but may not
contain any items which are not filed in the official personnel file.

B. An employee has the right to review his/her official personnel file at reasonable times under the supervision of the designated records custodian and may attach a concise statement in response to any items therein.

12.2 Contents of Personnel Files.

A. Information in an employee’s official personnel file shall refer only to matters concerning or affecting the employee’s job or related to his/her University employment.

B. Where the Chief Executive Officer, the courts, an arbitrator, or other statutory authority determines that a document has been placed in an employee’s personnel file in error, or is otherwise invalid, such documents will be removed from the official personnel file and duplicate personnel files.

C. Records of disciplinary action shall be placed in an employee’s personnel file within ninety (90) days or after the action is final, whichever is earlier.

D. University commendations and awards presented to an employee may, upon request, and where practicable, be placed in the employee’s personnel file where copies are provided to Human Resources.
ARTICLE 13
HEALTH AND SAFETY

13.1 Policy. The Board shall make every reasonable effort to provide employees a safe and healthy working environment. The Board and AFSCME agree to work cooperatively toward reducing job-related injuries and Workers’ compensation costs by encouraging improved safety measures.

13.2 Safety Committee. The AFSCME local union president will appoint one employee to serve on a University-wide safety committee.

13.3 Employee Health and Safety.

A. When a University requires an employee to use or wear health or safety equipment, such equipment will be provided by the University.

B. Employees shall perform their duties in a safe manner and shall comply with the University’s safety guidelines/procedures. Any employee becoming aware of a work-related accident shall immediately notify the supervisor or the supervisor’s designee of the area where the incident occurred.

C. When an employee believes an unsafe or unhealthy working condition exists in the work area, the employee shall immediately report the condition to the employee’s supervisor. An employee may also report the condition to a University administrator at the next highest level or the University’s safety officer. The University shall investigate the report, and will respond to the
employee in a timely manner. Where the employee’s report was in writing, the response shall be in writing. An employee acting in good faith may refuse to accept an assignment when the employee has reasonable grounds to believe an unsafe or unhealthy working condition exists in the work area which poses an immediate threat to the employee’s physical well-being.

D. The University shall make reasonable attempts to notify affected employees of major remodeling or major construction.

**ARTICLE 14**

**PERFORMANCE EVALUATIONS**

14.1 Procedure.

A. An employee shall ordinarily be evaluated by his/her immediate supervisor, who shall be held accountable for such evaluation. The evaluation may be reviewed, but shall not be changed by the higher level administrator. The immediate supervisor shall be the person regularly assigned to direct the work of the employee, or, if unavailable, the next higher level supervisor. The evaluator is primarily responsible for the timely evaluation of the employee.

B. The employee shall be provided with information regarding the basis of the evaluation and shall, upon written request, be provided a copy of any documents which were considered in completing the evaluation.

C. The evaluation shall be discussed with the employee, who shall be given the opportunity to respond.
D. The University will make a good faith effort to provide employees and supervisors with training in performance evaluation techniques.

14.2 Failure to Meet Performance Standards.

A. Where an employee who has completed the position orientation year does not meet performance standards (by receiving a “needs improvement” or “below” rating on an evaluation), the University shall develop a performance plan intended to correct performance deficiencies.

B. Such employee shall be granted, upon written request, an opportunity to discuss with a supervisor at the next higher level concerns regarding the evaluation which rates the employee as not meeting performance standards.

C. The employee may be removed from his/her position no sooner than sixty (60) days after receipt of the improvement plan if inadequate improvement in performance is not made.

14.3 Grievability. Performance evaluations shall be subject to Article 6, Grievance Procedure, to the extent provided in this Section: An employee who has completed the position orientation year who receives a performance evaluation of not meeting performance standards may grieve the evaluation, but only through Step 2. The review of the grievance shall be solely to determine whether the performance evaluation was done in an arbitrary or capricious manner. Grievance reviewers shall not substitute their judgments regarding an employee’s performance for that of the evaluator. An employee who has completed the position orientation year and who is
demoted or dismissed for an evaluation of not meeting performance standards may grieve the demotion or dismissal pursuant to the provisions of Section 7.3A.

14.4 Pay for Performance. Subject to available funding, the Board of Trustees provides for a pay for performance plan. The plan defines an amount of additional pay or a bonus based upon employees’ performance evaluations. The parties acknowledge that members of the bargaining unit shall be eligible for this benefit to the same extent and in the same manner as other University Work Force employees.

ARTICLE 15
HOURS OF WORK

15.1 Workday/Workweek.

A. The normal workweek for each full-time employee shall be forty (40) hours.

B. The University retains the right to schedule its employees; however, the University will make a good faith effort, whenever practical, to provide employees with consecutive hours in the workday and consecutive days in the workweek.

15.2 Overtime.

A. The University is responsible for arranging the work schedule to minimize overtime. The assignment of overtime shall not be made on the basis of favoritism.
B. Work beyond the normal workweek shall be recognized in accordance with the provisions of the University of West Florida Employment Regulations and policies and the Fair Labor Standards Act.

C. Upon agreement of the employee and the University, non-exempt employees shall receive either compensatory leave or cash payment for overtime. If agreement cannot be reached, the University shall make cash payment for overtime worked.

15.3 Work Schedules.

A. Where rotations are being made in the employee’s regular work schedule, the new shift, workdays, and hours, will be posted no less than ten (10) days in advance, and will reflect at least a two (2) workweek schedule; however, the University will make a good faith effort to reflect a one (1) month schedule.

B. With prior written notification of at least three (3) workdays to the employee’s immediate supervisor, employees may mutually agree to exchange days or shifts on a temporary basis. However, such exchanges will not be approved where it would cause overtime. If the immediate supervisor objects to the exchange of workdays or shifts, the employee initiating the notification shall be advised that the exchange is not approved.

C. Where regularly assigned work schedules are rotated, the University will make a good faith effort to equalize scheduled weekend work among employees in the same functional unit whenever this can be accomplished.
without interfering with efficient operations. When an employee rotates to a different shift, the employee shall receive a minimum of two (2) shifts off between the end of the current shift assignment and the beginning of the new shift assignment.

D. When an employee is not assigned to a rotating shift and the employee’s regular shift assignment is being changed, the employee shall be given a minimum of ten (10) working days notice, in writing, of the proposed change. Additionally, when the change occurs, the employee shall receive a minimum of two (2) shifts off between the end of the current shift assignment and the beginning of the new shift assignment.

15.4 Rest Periods.

A. There shall be a thirty (30) minute paid rest period and a thirty (30) minute unpaid lunch period during each full eight (8) hour work shift. The rest period shall occur between the start of the work day and the lunch period. Whenever possible, the lunch period shall be scheduled at the middle of the work shift.

B. An employee may not accumulate unused rest periods, nor shall rest periods be authorized for covering an employee’s late arrival or early departure from work.
ARTICLE 16
ON-CALL AND CALL-BACK
AND UNSCHEDULED UNIVERSITY CLOSURES

16.1 On-Call Assignment.

A. “On-call” assignment shall be defined as any time when an employee is instructed in writing by management to remain available to work during an off-duty period. An employee who is so instructed shall be required to leave word where the employee may be reached by telephone or by other electronic signal device in order to be available to return to a work location on short notice to perform assigned duties.

B. In an emergency or other unforeseen circumstances, the University may verbally instruct an employee to be on-call for a period of not more than twenty-four (24) consecutive hours. The employee shall not be eligible for on-call payments in excess of the period for which verbal instructions are appropriate.

16.2 On-Call Payment.

A. On-call time is not compensable for purposes of computing overtime; however, travel time to and from work when called back is compensable time.

B. When approved as provided herein, an employee who is required to be on-call shall be compensated by payment of a fee in an amount of one dollar and 50 cents ($1.50) per hour for each hour such employee is required to be on-call.
C. An employee who is required to be on-call on a Saturday, Sunday, or University holiday will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of the hourly minimum for the employee’s class for each hour such employee is required to be available.

D. If an on-call period is less than one (1) hour, the employee shall be paid for one (1) hour.

E. If an employee’s immediate supervisor, who is covered by this Agreement, inappropriately instructs an employee that the employee is on-call, that supervisor may be held personally liable for reimbursing the University for any on-call fee which results from the inappropriate instruction.

16.3 Call-In Procedure. During an unscheduled closing of the University or during an university emergency, employees are required to call their supervisor, one time at a number that has been provided by the supervisor, at least one hour prior to the employee’s next normally scheduled work shift. If the supervisor does not answer, the employee will call the work control center at 850-857-6000. If that number is not answered, the employee will leave a message with a phone number where they can be reached.

16.4 Call-Back.
A. If an employee is called back to perform work beyond the employee’s scheduled hours of work for that day, or while the University is experiencing an emergency or unscheduled closing, the employee shall be credited with the greater of the actual time worked, including time to and from the employee’s home to the assigned work location, or two (2) hours.
B. Employees who are called back into work will be paid in accordance with FLSA requirements.

ARTICLE 17
LEAVES OF ABSENCE/HOLIDAYS

17.1 Leaves. Employees may be granted leaves of absence as provided in University of West Florida Employment Regulations and policies.

17.2 Leave to Supplement Workers’ Compensation Benefits. An employee is eligible to use paid leave to supplement Workers’ Compensation benefits in accordance with University of West Florida Employment Regulations and policies.

17.3 Holidays. Employees shall be entitled to University holidays as defined by University regulations.

ARTICLE 18
LEARNING OPPORTUNITIES

18.1 Policy. The Board recognizes the importance of employee career development in order to provide for employee training which will improve productivity.

A. The University will make reasonable efforts to continue existing staff training and development programs and to develop new programs where the University considers such programs to be necessary.

B. The University will make good faith efforts to provide newly-hired employees with an orientation session to explain procedures, policies, standards, and performance
expectations of the employee, and to provide staff training and development programs for employees. The University will also provide information to increase employee awareness of sexual harassment.

C. Where Supplemental Vocational Training Programs are available through State community colleges, the University shall make a reasonable effort to use this resource to provide training opportunities.

D. In accordance with the University’s established policies and procedures, an employee may be allowed administrative leave for the purpose of attending short courses, institutes, and workshops which will improve performance in their current position.

E. The University may assign employees to attend training and development courses.

F. The University shall provide reasonable written notice to AFSCME when discontinuing a career development program which includes a salary increase component.

18.2 Tuition Free Course Program. Employees shall be provided with tuition free courses in the same manner and to the same extent as UWF employees.

18.3 Changes in Technology/Equipment. The University will consider the effect on current employees when contemplating changing technology or equipment. The University will make reasonable efforts to provide training to current employees in the use of new technology or equipment when such changes are made. Nothing herein obligates the University to maintain
current classifications, positions, or employees.

18.4 GED Programs. Where GED programs exist, the University shall make reasonable efforts to provide employees with flexible work schedules to accommodate participation in such programs.

18.5 Grievability. The University and AFSCME understand that nothing in this Article precludes or in any way limits or restricts the University’s right to develop, implement, or otherwise manage training or apprenticeship of its programs. Therefore, any claim by an employee or AFSCME concerning this Article shall not be subject to the Grievance Procedure of this Agreement.

ARTICLE 19
CONTRACTING OUT

19.1 Prior to issuing a Request for Proposal for contracting-out work which will result in the layoff of employees, the University will notify the local AFSCME president. The local AFSCME president may then discuss the impact of the proposed contracting-out on affected employees by scheduling a consultation with the Chief Executive Officer or designee within ten (10) days of receiving the notice. The President of the local AFSCME Chapter may also request consultation with the Chief Executive Officer regarding the impact on affected employees of such contracting-out.

19.2 The affected employees, in consultation with the local AFSCME president, may submit a proposal in response to the University’s request for proposals. Such proposal shall be submitted in the form and manner as required for all proposers.
19.3 The University shall provide out placement and counseling services to affected employees.

19.4 If an affected employee is laid-off as a result of the University contracting-out his or her work, such employee may file a grievance under Article 6. The only issue to be addressed by such grievance is whether the University complied with the provisions of this Article.

**ARTICLE 20**

**AFSCME DEDUCTIONS**

20.1 Deductions and Remittance.

A. During the term of this Agreement, the Universities will deduct AFSCME membership dues in an amount established by AFSCME and certified in writing by the President of Council 79 to the Board for employees who have submitted an AFSCME deduction authorization form, Appendix B. The University will also make other AFSCME related deductions as instructed by employees in writing on the AFSCME deduction authorization form. Employee transfers or promotions within the bargaining unit shall not require the submission of new forms.

B. The dues and other authorized deductions shall be made on the employee’s regular payroll basis and shall begin with the first full pay period following receipt of the authorization form. The dues and other authorized deductions shall be remitted by the University to the AFSCME State Office within thirty (30) days after the deductions are made, or as soon thereafter as possible. Accompanying each remittance shall be a list of the
employees from whose salaries such deductions were made and the amounts deducted. When an employee returns from an approved unpaid leave status, dues deductions shall continue if that employee has previously submitted a deductions authorization form.

C. AFSCME shall notify the Board in writing of any changes in its dues at least thirty (30) days prior to the effective date of such change.

20.2 Insufficient Pay for Deduction. In the event an employee’s salary earnings within any pay period are not sufficient to cover dues and other authorized deductions, it will be the responsibility of AFSCME to collect its dues and other authorized deductions for that pay period directly from the employee.

20.3 Termination of Deduction. The University’s responsibility for deducting dues and other authorized deductions shall terminate automatically upon either: (1) thirty (30) days written notice from the employee to the University Human Resources office revoking that employee’s prior deduction authorization, (2) the termination of employment, (3) the transfer, promotion, or demotion of the employee out of the bargaining unit.

20.4 Indemnification. AFSCME shall indemnify, defend, and hold the Board, the State of Florida, and their officers, officials, agents, and employees harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the Board, the State, or their officers, officials, agents, and employees in complying with this Article. AFSCME shall promptly refund to the University any funds received in accordance with this Article which are in
excess of the amount of deductions which the Board has agreed to deduct, provided that such unauthorized dues deductions are reported to AFSCME Council 79 by the University within one hundred and twenty (120) days of the occurrence.

20.5 Exceptions. The Board will not deduct any AFSCME fines, penalties, or special assessments from the pay of any employee.

ARTICLE 21
RESERVED

ARTICLE 22
RESERVED

ARTICLE 23
WAGES

23.1 Legislative Increases.

A. Eligible employees shall receive any legislatively appropriated increases as provided for by the Florida Legislature.

B. Employees who meet the criteria for increases as set forth by the Florida Legislature and who have a current performance evaluation of “meets” or better, shall be eligible for the legislatively appropriated increases.

23.2 Eligible employees whose salaries are funded from a contract, grant, auxiliary, or local fund shall receive salary
increases equivalent to employees whose salaries are funded from E&G sources, provided that such salary increase are permitted by the terms of the contract or grant and adequate funds are available for this purpose within the contract, grant, auxiliary, or local fund. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not available, the Board or its representatives shall seek to have the contract or grant modified to permit such increases.

23.3 Salary Increase for 2016-2017

A. Effective March 1, 2017, the University will provide a cost-of living wage increase to all eligible in-unit employees in the amount of 1.3% of their base pay as it was on February 28, 2017.

B. To be eligible, employees must:
   i. have been employed at UWF on or before July 1, 2016 with continuous employment through February 28, 2017 (OPS employment does not count for these purposes), and,

   ii. have not received a Separation with Advance Notice, Notice of Non-Reappointment or Notice of Termination prior to March 1, 2017.
23.4 Salary Adjustment for 2017-2018

A. Effective March 1, 2018, the University will provide a salary increase adjustment in the amount of $750 to all eligible in-unit employees.

B. To be eligible for the 2017-2018 salary adjustment, employees must:
   1. Have been hired by July 1, 2017 and been continuously employed through February 28, 2018, and
   2. Have not been issued a Separation with Advance Notice or a notification that they have been terminated or dismissed.

23.5 Salary Adjustment for 2018-2019

A. Effective March 1, 2019, the University will provide a salary increase adjustment in the amount of $750 to all eligible in-unit employees.

B. To be eligible for the 2018-2019 salary adjustment increase, employees must:
   1. Have been hired by July 1, 2018 and been continuously employed through February 28, 2019, and
   2. Have not been issued a Separation with Advance Notice or a notification that they have been terminated or dismissed.

23.6 Salary Adjustment for 2019-2020 Contingent on Receipt of New Recurring Funds

A. Effective March 1, 2020, the University will provide
a salary increase adjustment in the amount of $750 to all eligible in-unit employees, provided the University receives new legislative or new performance based recurring finding for 2019-2020 and the new recurring funds are funds for which staff salaries are an allowable expenditure.
In the event the University does not receive such funds, section 23.6 shall be null and void and section 23.6 shall be re-opened for negotiations by the parties. In this situation, no other section or provision of the agreement shall be open to re-negotiation other than section 23.6

23.7 Minimum Wage/Minimum Salary

A. The minimum wage for any in-unit employee shall be $10.00 per hour or $20,880 annually, effective with the ratification of this contract by both parties.

23.8 Salary Adjustment for 2016-2017 Associated with Raise in Minimum Wage

A. Effective with the ratification of this contract by both parties, each eligible in-unit employee shall receive an increase of $1500 to his or her base salary. To be eligible employees must:
   i. have been employed on July 1, 2016 with continuous employment through the date of ratification of the agreement by both parties, and
   ii. not have received a Separation with Advance Notice or a Notice of Termination prior to ratification of the agreement by both parties.

B. This salary adjustment of $1500 will be applied after the minimum wage increase in 23.7 is applied.
23.9 Shift Differential Pay

A. Eight hour shifts shall be set by each department in consultation with the division head, in accordance with University operational needs.

B. Employees who work the second shift shall be paid a 5% differential per hour.

C. Employees who work the third shift shall be paid a 10% differential per hour.

D. Employees asked to work early or late in addition to their regular assigned shift hours will be paid in accordance with FLSA requirements and will not be paid any additional shift differential.

ARTICLE 24
BENEFITS

24.1 Current Employees.

A. State Employee Health Insurance Program. The Board and AFSCME support legislation to provide adequate and affordable health care insurance to all employees.

B. Employee Assistance Programs. The following guidelines are applicable to the University’s Employee Assistance Programs (EAP).

1. When an employee’s EAP participation is designed in conjunction with the employer to
improve job performance, then some limited time for participation, as described in University policy, shall be counted as time worked.

2. In requesting and being granted leave to participate in a University EAP, an employee, for the purpose of maintaining confidentiality, need reveal to their supervisor only the fact of such EAP participation.

3. Neither the fact of an employee’s participation in an EAP, nor information generated by participation in the program, shall be used as a reason for discipline under Article 7, or as evidence of a performance deficiency within the evaluation process referenced in Article 14, except for information relating to an employee’s failure to participate in the EAP consistent with the terms to which the employee and the University have agreed.

24.2 Retired Employees.

A. Employees who retire under the Florida Retirement System shall be eligible, upon request, to receive on the same basis as other employees, the following benefits at the University from which they retired, subject to University regulations and policies:

1. Retired employee identification card;

2. Use of the University library (i.e., public rooms, lending and research service); and

3. Placement on designated University mailing
lists.

B. In addition, fees may be charged retired employees for the following, and/or access granted to them on a space available basis:

1. Use of University recreational facilities;

2. A University parking decal; and

3. Course enrollment of retired employees sixty (60) years or older who meet Florida residency requirements, without payment of fees, on a space available basis, in accordance with Section 1009.26, Florida Statutes.

**ARTICLE 25**

**NO STRIKE**

25.1 No Strike.

A. During the term of this Agreement, neither AFSCME nor its officers or agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, or strike; interfere with the work and statutory functions or obligations of the University or engage in any other activities which are prohibited in Section 447.203(6), Florida Statutes.

B. AFSCME agrees to notify all of its local offices and representatives of their obligation and responsibility under this Article and for maintaining compliance with the constitutional and statutory prohibition against strikes. AFSCME further agrees to notify employees of these responsibilities, including their responsibility to remain at
work during any interruption which may be caused or initiated by others.

25.2 Remedies.

A. A University may discharge or discipline any employee who violates the provisions of this Article and AFSCME shall not use the Grievance Procedure on such employee’s behalf; however, if the issue is whether the employee engaged in activities prohibited by this Article, AFSCME may elect to represent the employee in such grievance through the Grievance Procedure.

B. Nothing contained herein shall preclude the University from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 26
PREVAILING RIGHTS

All pay and benefits provisions published in the University of West Florida Employment Regulations and policies which are not specifically provided for or modified by this Agreement or by the Legislature shall be in effect during the term of this Agreement. Any claim by an employee concerning the application of such provisions shall not be subject to the Grievance Procedure of this Agreement, but shall be subject to the method of review prescribed by the University of West Florida Employment Regulations or policies or other appropriate administrative or judicial remedy.
ARTICLE 27
MANAGEMENT RIGHTS

AFSCME agrees that the University has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of the University, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is the right of the University to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, except as abridged or modified by the express provisions of this Agreement provided, however, that the exercise of such rights shall not preclude an employee from raising a grievance on any such decision which violates the terms and conditions of this Agreement.

ARTICLE 28
TOTALITY OF AGREEMENT

28.1 This collective bargaining agreement, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes the collective bargaining for its term. Memoranda of agreement reached by the parties outside this Collective Bargaining Agreement, which address specific circumstances shall continue to govern their subject matter, until they expire by their own terms, or are renegotiated.

28.2 The parties acknowledge that, during the negotiations which resulted in this collective bargaining agreement,
each had the unlimited right and opportunity to make
demands and proposals with respect to any subject or
matter not removed by law for the area of collective
bargaining, and that the understanding and agreements
arrived at by the parties after the exercise of that right and
opportunity are set forth in this Agreement.

28.3 Obligation to Bargain.

A. The University and the union recognize that
changes in federal or state law and judicial decisions may
affect this agreement and require modification of the
agreement. The parties agree to meet and bargain with
regard to any provision of this agreement which has been
altered, changed, or nullified by federal or state law or
judicial decision.

B. Except as to the above subjects, the University and
the union, for the duration of this Agreement, each
voluntarily and unqualifiedly waives the right, and each
agrees that the other shall not be obligated to bargain
collectively with respect to any subject or matter referred
to, or covered in this Agreement, even though such
subjects or matters may not have been within the
knowledge or contemplation of either or both of the
parties at the time they negotiated or signed this
Agreement.

28.4 Memorandum of Understanding/Settlements

The Parties recognize that during the term of this Agreement
situations may arise which require the terms and conditions
not specifically and clearly set forth in the Agreement to be
clarified or amended. Under such circumstances, the union is
specifically authorized by bargaining unit employees to enter
into settlement of grievance disputes or memoranda of understanding, which clarify or amend this Agreement, with no necessity for such action(s) to be ratified by bargaining unit members.

**ARTICLE 29**

**SAVINGS CLAUSE**

29.1 If any provision of this Agreement is in conflict with State or federal laws or regulations by reason of any court action or existing or subsequently enacted legislation, or if the appropriate governmental body having amendatory power to change a law, rule, or regulation which is in conflict with a provision of this Agreement fails to enact or adopt an enabling amendment to make the provision effective in accordance with Section 447.309(3), Florida Statutes, then such provision shall not be applicable, performed, or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

29.2 If any provision of this Agreement is found to have the effect of causing the University to be denied funds otherwise available through federal funding, such provision shall not be applicable, performed, or enforced.

**ARTICLE 30**

**DURATION**

30.1 Term. This Agreement shall be effective on the date last ratified by both parties and shall remain in full force and effect for three years from that date.
30.2 Successor Agreement. Negotiations for a successor Agreement shall begin no later than six months prior to the expiration of this agreement. In the event that the Board and AFSCME fail to secure a successor Agreement prior to the expiration of this Agreement, the parties may agree in writing to extend this Agreement for any period of time.

30.3 Emergencies. If the Governor determines that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the University during the time of the declared emergency, provided that wages and benefits shall not be suspended.
Collective Bargaining Agreement
Between
The University of West Florida
And
American Federation of State, County and Municipal Employees
Local 2201
Council 79 Affiliate

6/29/2017-6/30/2020

This agreement has been ratified by:

For the University of West Florida Board of Trustees:

-----------------------------------------------
Mort O’Sullivan, Chair, University of West Florida Board of Trustees   Date

-----------------------------------------------
Martha D. Saunders, President University of West Florida     Date

For the American Federation of State, County and Municipal Employees:

-----------------------------------------------
Jana Weaver, Chief Negotiator, AFSCME  Date

-----------------------------------------------
Billy Lee, President, AFSCME Council 79  Date
APPENDIX A

The parties have agreed that the following classifications are included within the bargaining units indicated, and that this list may be amended by agreement of the parties or by order of the Florida Public Employees Relations Commission:

OPERATIONS SERVICES, Certification No. 730 (RC-2003-038 August 18, 2003):

All full time and part-time University Work Force laborers, technicians, mechanics, operators, and services workers whose work involved fabrication, maintenance, and repair activities and/or the provision of personal and domestic services. Work is often performed outdoors and frequently involves heavy physical labor. The basic education and training requirement is graduation from high school, with practical experience in the specific area of work, although some of the skilled workers or technicians may be required to have some type of advanced technical or vocational training.

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APPENDIX B

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFSCME DUES
AUTHORIZATION FORM

I authorize the University to deduct from my pay, starting with the first full pay period commencing not earlier than seven days from the date of this authorization is received by the University, membership dues and other authorized deductions of the American Federation of State, County and Municipal Employees (AFSCME) as established from time to time by the AFSCME in accordance with its Constitution, and as certified to the University by AFSCME. Furthermore, I understand that such dues will be paid to AFSCME.

This authorization shall continue until either (1) revoked by me at any time upon thirty days written notice to the University Office of Human Resources; (2) my transfer or promotion out of an AFSCME represented bargaining unit; (3) termination of employment; or (4) revoked pursuant to Section 447.507, F.S.

By signing this form, I authorize the University to release my Social Security number to AFSCME in reporting dues deductions.

_________________________________________  ___________________________  ___________________________
Signature                                            Date                                            Employee ID #

_________________________________________
Name (Print)

_________________________________________
Department or Work Location

_________________________________________
Home Address – Street

_________________________________________
City, State, Zip

(see Page 2)

For AFSCME Use Only

Ded. Code County Class Local

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APPENDIX B (Continued)

I authorize the University to deduct from my pay, starting with the first full pay period commencing not earlier than seven days from the date of this authorization is received by the University contributions to the AFSCME political action fund (PEOPLE) in the amount of __________, and I direct that the sum so deducted be paid over to AFSCME. Such deductions are voluntary and do not represent Board or University support of the objectives or actions of the fund.

This authorization shall continue until either (1) revoked by me at any time upon thirty days written notice to the University Office of Human Resources, and AFSCME; (2) my transfer or promotion out of an AFSCME represented bargaining unit; (3) termination of employment; or (4) revoked pursuant to Section 447.507, F.S.

By signing this form, I authorize the University to release my Social Security number to AFSCME in reporting dues deductions.

________________________________________  __________________________
Date                                           Employee’s Signature

________________________________________
Employee ID #                                 Name (printed)

________________________________________
Department                                   University
This grievance was received and filed with the University by (check one):

___ Mail  (Circle One: certified, registered, restricted delivery, return receipt required); or

___ Personal Delivery  (Personal delivery requires signature of recipient.)

Received by: ____________________________
Date ________________

UWF – AFSCME

APPENDIX C
GRIEVANCE

GRIEVANT NAME:__________________________________________________________

UNIVERSITY:______________________________________________________________

DEPT/DIV:_______________________________________________________________

OFFICE PHONE:__________________________________________________________

STEWARD/AFSCME EMPLOYEE REPRESENTATIVE NAME: ___________________________

UNIVERSITY:______________________________________________________________

DEPT/DIV:_______________________________________________________________
All University communications shall go to the Steward/AFSCME Employee Representative at the above address.

APPENDIX C (continued)

I. STATEMENT OF GRIEVANCE: Must cite the specific Articles and Sections of the Agreement allegedly violated and the specific acts or omissions giving rise to the allegations:

II. REMEDY SOUGHT:

III. AUTHORIZATION

I will be represented in this grievance by: (check one – representative must sign on appropriate line).

___ AFSCME ________________________________

___ Myself ________________________________

___ Other ________________________________

I have read and understand Article 6 of the current Agreement between the UWF Board of Trustees and AFSCME.

Signature of Grievant(s) ___________________________ Date ________________
(The grievance will not be processed unless signed by the grievant.)

The Step 1 decision shall be transmitted to grievant’s Steward/AFSCME Employee Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. A copy of this decision shall be sent to grievant and the local AFSCME Chapter if grievant elected not to be represented by AFSCME.

This grievance was received and filed with the University by (check one):

___ Mail  (Circle One: certified, registered, restricted delivery, return receipt required); or

___ Personal Delivery  (Personal delivery requires signature of recipient.)

Received by: ___________________________
Date _________________

UWF – AFSCME

APPENDIX D
REQUEST FOR REVIEW OF STEP 1 DECISION

GRIEVANT NAME: __________________________________________

UNIVERSITY: __________________________________________
DEPT/DIV: ____________________________________________

OFFICE PHONE: ________________________________

AFSCME STAFF REPRESENTATIVE
NAME: ____________________________________________

UNIVERSITY: ____________________________________________

DEPT/DIV: ____________________________________________

OFFICE PHONE: ________________________________

OFFICE ADDRESS: ____________________________________________

All University communications shall go to the grievant’s AFSCME Staff Representative at the above address.

DATE OF STEP 1 DECISION:
_____________________________________________

APPENDIX D (continued)

DATE STEP 1 DECISION WAS RECEIVED BY GRIEVANT’S STEWARD/AFSCME EMPLOYEE REPRESENTATIVE: ________________________________

Provisions of Agreement allegedly violated as specified at Step 1:

I hereby request that the Step 2 Management Representative review the decision made in connection with the attached grievance for the following reason(s):

REMEDY SOUGHT:
Signature of Grievant(s) or AFSCME Representative ___________________________ Date ________________

I am represented in this grievance by: (check one – representative must sign on appropriate line).

___ AFSCME ________________________________________________________________

___ Myself ________________________________________________________________

___ Other ________________________________________________________________

A copy of the following documents must be attached to the Request at the time of its filing:

1. Appendix C – Original grievance form filed with the Office of Human Resources.
2. Step 1 Decision, if issued by University.
3. All attachments to Step 1 Decision.

The Step 2 decision shall be transmitted to grievant’s AFSCME Staff Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. Copies of this decision shall be sent to grievant and to the President of Council 79 if grievant elected not to be represented by AFSCME.
The American Federation of State, County, and Municipal Employees (AFSCME) or Grievant (if not represented by AFSCME) hereby gives notice of intent to proceed to arbitration in connection with the decision of the Step 2 Management Representative dated ________________ and received by the President of Council 79/Grievant on ________________ in this grievance of:

NAME: ______________________________________
FILE NO.: ______________

The following statement of issues (s) before the Arbitrator is proposed:

____________________________________________________
Signature of AFSCME Representative or Grievant(s) Date

This grievance was received and filed with the University by (check one):

___ Mail (Circle One: certified, registered, restricted delivery, return receipt required); or

___ Personal Delivery (Personal delivery requires signature of recipient.)

Received by: ____________________________
Date ____________________
APPENDIX E (Continued)

I hereby authorize AFSCME to proceed to arbitration with my grievance. I also authorize AFSCME and the University of West Florida or its representatives to use, during the arbitration proceedings, copies of any materials in my evaluation file pertinent to this grievance and to furnish copies of the same to the arbitrator.

__________________________  ____________________________
Signature of AFSCME Representative or Grievant(s)  Date

This notice should be sent to:

Office of Human Resources, Bldg. 20E
University of West Florida
11000 University Parkway
Pensacola, FL 32514
Action Item

UWF Board of Trustees Meeting
Wednesday, June 29, 2017

Issue/Agenda Recommendation: Approve

Proposed Action: Approval of 2017-2018 Legislative Budget Requests (LBR)

Background Information:

On March 30, 2017 the Board of Governors (Board) approved the 2018-2019 State University System (SUS) LBR guidelines for the operating budget. The Board will meet on August 31st to approve the LBRs with an estimated submission date to the Governor and Legislature of September 15, 2017.

Operating Budget Submission

The Board of Governors is requesting operating budget submissions for unique university issues. UWF is proposing the following operating budget submissions that correspond to UWF’s work plan focus on Programs of Excellence, Student Success and Access.

- **Strategic Academic Programs in STEM and Economic Development – Ph.D. in Intelligent Systems and Robotics.** This LBR is for the creation of the Ph.D. in Intelligent Systems and Robotics. The program will be a collaborative endeavor between UWF and Florida Institute for Human and Machine Cognition (IHMC). The program is the first of its kind in the State University System and is in a field that is growing in demand but has a serious lack of Ph.D. programs nationwide.

- **Center for Cybersecurity Support.** UWF was designated as an NSA-DHS National Center of Academic Excellence (CAE) in Cyber Defense Education in 2016. In 2017, UWF was designated, by the NSA and DHS, as a Regional Resource Center for the entire Southeast United States for cybersecurity education. This additional designation for the CAE program makes us the regional leader in Cybersecurity postsecondary education. Building on these successes, the UWF Center for Cybersecurity is poised to establish UWF as a national leader in cybersecurity workforce development. President Saunders, as part of the Next Big Thing initiative, has already provided additional resources to the Cybersecurity program. However, in order to continue developing UWF’s Center for Cybersecurity into a nationally renowned program, they will need additional resources.
and staff. This LBR will provide the necessary resources to continue the Center for Cybersecurity on its upward climb to being that national leader.

- **Doctorate for Nursing Practice.** In 2013, UWF received $1 million recurring for the DNP program. In 2014, UWF entered into a partnership with the University of Florida to create a Doctorate of Nursing Practice. This partnership provides an, otherwise unavailable, opportunity to students in Northwest Florida. UWF enrolled its first class of students this past fall. On June 2nd, Governor Scott vetoed the funding for the program “because the University of West Florida received a total of $160.1 million in fiscal year 2017-2018 and has the ability to fund these initiatives.” However, without the funding UWF will need to discontinue the program. Since the line item was not vetoed due to the merits of the program, UWF is seeking restoration of the $1 million recurring appropriation to continue the program.

- **Career Attainment and Student Success Initiatives.** In response to the launch of UWF’s Next Big Thing, proposals were submitted all throughout campus. There were many more outstanding proposals than funding available. Several of these proposals had a focus on student support and career attainment. These proposals were innovative and aimed at creating a clear and visible path for students to graduate and achieve their ultimate career goals. The successful implementation of these projects is dependent on the allocation of new resources.

- **ADA Compliance for Online Programs.** UWF is committed to ensuring accessibility of its electronic and information technology resources and services as required by the Americans with Disabilities Act. To this end, the University seeks to deploy accessible electronic and information technology that is designed, developed, or procured to be accessible to all users including individuals with disabilities who use assistive technologies. To ensure success of this effort, UWF will need additional resources to bring our online programs into compliance and maintain that compliance as UWF increases our online presence.

- **Alice Hall/Robinson Farmstead Historic Preservation and Educational Site.** The University of West Florida is being offered a circa 1860s historic farmstead as a donation. UWF wishes to restore the farmstead and use it as a hands-on educational site. The historic site will be used as a historic exhibit and an agriculture learning center. The site will provide the following services: Development of a Historic Orchard, Living History Program, Interpretive Nature Trail, and Educational School Tours.

**Implementation Plan:** LBRs must be submitted to the BOG by July 10, 2017 and approved by the BOT.

**Fiscal Implications:** No costs associated with the LBR submission.

---

**Supporting documents:**
• Strategic Academic Programs in STEM – Intelligent Systems and Robotics Ph.D. LBR
• Center for Cybersecurity Support LBR
• Student Success and Career Attainment LBR
• ADA Compliance for Online Programs LBR
• Alice Hall/Robinson Farmstead Historic Preservation and Educational Site LBR

Prepared by: Andrew Romer, Executive Specialist, Government and Community Relations, 850-474-3345, aromer@uwf.edu

Facilitator/Presenter: Andrew Romer, Executive Specialist, Government and Community Relations, 850-474-3345, aromer@uwf.edu
## 2018-2019 Legislative Budget Request

### Education and General

### Position and Fiscal Summary

### Operating Budget Form II

(to be completed for each issue)

<table>
<thead>
<tr>
<th>University:</th>
<th>University of West Florida</th>
</tr>
</thead>
<tbody>
<tr>
<td>STEM - Strategic Academic Programs - Ph.D. Intelligent Systems and Robotics</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Issue Title:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Positions</th>
<th></th>
<th>RECURRING</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Faculty</td>
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<td>Other (A&amp;P/USPS)</td>
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<tr>
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<td><strong>5.00</strong></td>
<td><strong>0.00</strong></td>
<td><strong>5.00</strong></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Salary Rate (for all positions noted above)</th>
<th></th>
<th>RECURRING</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
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<td>$360,000</td>
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<td>Other (A&amp;P/USPS)</td>
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<td><strong>Total</strong></td>
<td><strong>$395,000</strong></td>
<td><strong>$0</strong></td>
<td><strong>$395,000</strong></td>
</tr>
</tbody>
</table>

| Salaries and Benefits | $495,000 | $0 | $495,000 |
| Other Personal Services | $100,000 | $0 | $100,000 |
| Expenses | $205,000 | $0 | $205,000 |
| Operating Capital Outlay | $0 | $450,000 | $450,000 |
| Electronic Data Processing | $0 | $0 | $0 |
| Special Category (Specific) | $0 | $0 | $0 |
| **Total All Categories** | **$800,000** | **$450,000** | **$1,250,000** |
The main objective of Form I and Form II is to align budget issues and dollar values with the goals and objectives of the strategic priorities and the 2017 University Work Plan established by each university.

For FY 2018-2019, each university should submit one Form I and Form II for each university-unique budget issue and/or any system-wide issue identified as a critical system-wide need. Any issues unique to a branch campus or a special unit (e.g., IFAS Workload Initiative) should not be rolled into the main campus request, but reflected separately by use of the forms provided.

For system-wide issues, consideration will be given to issues that allow for greater efficiencies through shared system resources or identified as a system-wide need. If requesting funds as such, please list all university participants of the initiative and check the box “Shared Services/System-Wide Issue”.

For unique issues identified by a university, please check the box “Unique Issue for 2018-2019”.

Please keep in mind that all issues submitted for consideration by the Board should align with the goals and objectives of the strategic priorities and work plan established by each university.
I. Description –  

**Ph.D. Intelligent Systems and Robotics – new degree in area of strategic emphasis**

The Ph.D. in Intelligent Systems and Robotics program will consist of interdisciplinary training across multiple fields to provide rich educational research and internship experiences for students. The program’s goal will be to train the next generation of researchers to develop science and technology to combine human and machine elements together in ways that exploit their respective strengths and mitigate their respective weaknesses. Beyond course work, the program’s cornerstone will be hands-on, leading-edge research in robotics and artificial intelligence and will leverage the proximity and world-class talent at UWF and the Florida Institute for Human and Machine Cognition (IHMC).

The program will be a collaborative endeavor between UWF and IHMC. IHMC, a not-for-profit research institute of the SUS, is a pioneer of technologies aimed at leveraging and extending human capabilities through a unique interdisciplinary approach combining computer science, cognitive psychology, neuroscience, engineering, medical science, and other related science disciplines.
II. Return on Investment –

As youth exposure to robotics and intelligent systems increases with the propagation of STEM advocacy programs and an advancing state-of-the-art, student demand for related formal degrees has increased. As an example, only a handful of schools offer specific Ph.D. programs in Robotics (e.g. Carnegie Mellon University (CMU), Georgia Tech, and Oregon State University). As such, in 2013, there were over 442 applicants to the CMU robotics program, of whom 40 were admitted. Additionally, there are also very few existing Ph.D. programs across the U.S. in intelligent systems. This proposed program will attract talented students from around the world to UWF and also draw from and bolster UWF’s existing undergraduate and MS programs, as well as foster growth of the new UWF Mechanical Engineering program.

This strategic program will help with the following performance metric:

- Graduate Degrees Awarded in Areas of Strategic Emphasis (Includes STEM)

The new program aligns well with the Board of Governors (BOG) priority to increase the number of degrees awarded in areas of strategic emphasis (including science, technology, engineering, and mathematics (STEM)).

This program will be distinctive, as presently no SUS institution offers a Ph.D. in the relevant CIP codes. While this CIP code (11.0102) is not currently on the BOG Programs of Strategic Emphasis, it is logical that it and related CIP codes will be added later. As such, the addition of this Ph.D. program will expand the number of graduate degree programs at UWF in the strategic emphasis areas and help achieve the BOG Performance Goals.

Adding a new doctoral program follows UWF’s strategic vision for research and scholarly activities and allows the institution to increase its impact on Northwest Florida economic development and high technology enterprise. A program in intelligent systems and robotics that serves the manufacturing, healthcare, defense, and other high-tech industries will provide significant economic benefits to the region and the state.

In addition to the economic drivers, this degree program area provides significant opportunities for achieving national distinction through the production of high quality doctoral graduates. In turn, UWF and IHMC will be providing critical support to in-demand high technology career fields from medical device development to remote exploration to industrial robotics.
The proliferation of robots and artificial intelligence’s growing importance in everyday life is likely to be one of the key transformations of the 21st century. A Roadmap for U.S. Robotics, 2013 that highlights the need for, and growth of, robotics in the U.S. and the world noted the following:

• Manufacturing: sale of robotics for manufacturing increased 44% in 2011.
• Healthcare: medical procedures performed by robots increased 40% annually over the last few years.

Moreover, fields such as healthcare, space exploration, and defense are poised to become even larger users of robotics and intelligent systems. International investment in robotics and intelligent systems research continues to escalate. The National Robotics Initiative alone has introduced up to $50 million per year in funding for university programs since 2012. IHMC has been awarded over $9 million in research funding from this initiative. The U.S. Department of Transportation is investing $500 million over the next five years in intelligent transportation systems.

This degree will not only serve a significant need in the U.S. but will allow UWF graduates to be leaders and innovators in this field. Producing graduates with doctoral degrees in Intelligent Systems and Robotics will ensure that Florida trains and retains a workforce ideally suited to today’s many challenges, and the graduates will provide leadership, expertise, and innovation to keep Florida at the forefront of these advances.

III. Facilities (If this issue requires an expansion or construction of a facility, please complete the following table):

<table>
<thead>
<tr>
<th>Facility Project Title</th>
<th>Fiscal Year</th>
<th>Amount Requested</th>
<th>Priority Number</th>
</tr>
</thead>
<tbody>
<tr>
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<td>2.</td>
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</tbody>
</table>
## 2018-2019 Legislative Budget Request

### Education and General

### Position and Fiscal Summary

**Operating Budget Form II**

(to be completed for each issue)

<table>
<thead>
<tr>
<th>University:</th>
<th>University of West Florida</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Title:</td>
<td>STEM - Strategic Academic Programs - Cybersecurity Support</td>
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</table>

<table>
<thead>
<tr>
<th>Positions</th>
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<th>TOTAL</th>
</tr>
</thead>
<tbody>
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<td>Faculty</td>
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<td>3.00</td>
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<tr>
<td>Other (A&amp;P/USPS)</td>
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<tr>
<td><strong>Total</strong></td>
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</table>

<table>
<thead>
<tr>
<th>Salary Rate (for all positions noted above)</th>
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<th>NON-RECURRING</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
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<tr>
<td>Other (A&amp;P/USPS)</td>
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<td>Other Personal Services</td>
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</table>
State University System
Florida Board of Governors
2018-2019 Legislative Budget Request Instructions
Forms I and II

The main objective of Form I and Form II is to align the university’s budget issues and dollar values with the goals and objectives of the strategic priorities and the 2017 University Work Plan established by each university.

For FY 2018-2019, each university should submit one Form I and Form II for each budget issue and any system-wide issue identified as a critical system-wide need. Any issues unique to a branch campus or a special unit (e.g., IFAS Workload Initiative) should not be rolled into the main campus request, but reflected separately by use of the forms provided.

For system-wide issues, consideration will be given to issues that allow for greater efficiencies through shared system resources or identified as a system-wide need. If requesting funds as such, please list all university participants of the initiative and check the box “Shared Services/System-Wide Issue”.

For new issues identified by a university as a priority issue for 2018-2019, please check the box “New Issue for 2018-2019”.

Please keep in mind that all issues submitted for consideration by the Board should align with the goals and objectives of the strategic priorities and work plan established by each university.
I. Description

**Center for Cybersecurity:**

**Cybersecurity for All Program and Florida Cyber Range**

Our nation is currently facing a cybersecurity crisis. Threats to the cybersecurity of businesses, individuals, and local, state, and national governments persist, while the number of professionals qualified to deal with cyberattacks is not keeping pace with demand. From 2012 to 2015, the number of cyberattacks per year on critical infrastructure alone rose fifty percent (Nixon, 2015). One projection estimates that by 2020, an additional 1.5 million cybersecurity professionals will be needed (Suby, 2015). As many as 86% of employers may need to provide additional workforce training (ISACA & RSA Conference, 2016). There is a crucial need for highly skilled, adaptable cybersecurity professionals who can predict and protect against cybersecurity threats of all kinds. The Commission on Enhancing National Cybersecurity (2016) includes in its Report on Securing and Growing the Digital Economy an imperative to build cybersecurity workforce capabilities. The Presidential Executive Order on Strengthening the Cybersecurity of Federal Networks and Critical Infrastructure, (2017) emphasized the importance of workforce development to ensure that the US maintains a long-term cybersecurity advantage.
UWF was designated as an NSA/DHS National Center of Academic Excellence (CAE) in Cyber Defense Education and named as the NSA/DHS CAE Cybersecurity Regional Resource Center for the Southeast US. In this role, UWF provides leadership to advance cybersecurity workforce development in FL, GA, AL, SC, TN and PR. Building on these strengths, the UWF Center for Cybersecurity will develop the Cybersecurity for All Program and Florida Cyber Range to establish Florida as a leader in cybersecurity workforce development and innovation.

The Cybersecurity for All Program will significantly expand the cybersecurity workforce across the state and nation, and increase the number of qualified cybersecurity professionals, including among under-served and under-utilized populations. The Program’s innovative approach integrates (a) development of core cybersecurity training courses that align with the NIST NICE National Cybersecurity Workforce Framework (2016), (b) development of additional course modules to customize the program for various audiences, including K12 students and teachers, businesses, government agencies, military and veterans, and for emerging needs, including critical infrastructure, Internet of Things and industrial control systems security, (c) online delivery of these training programs and courses that includes virtual, hands-on learning experiences using the Florida Cyber Range, (d) development of pathways for students who complete these courses to cybersecurity careers and degree programs, and (e) development of the Cybersecurity Mobile program to increase cybersecurity awareness, interest and skills among underrepresented students and build a strong, diverse talent pipeline.

The Florida Cyber Range will establish Florida as a leader in cutting-edge skills-based cyber training and operations to detect and defend against cyber threats and attacks. The Florida Cyber Range will provide a state-of-the-art, powerful, realistic training environment to support cyber exercises, operations and competitions for government, military and academia, and facilitate the development and testing of innovative cyber threat detection, defense and response solutions.

II. Return on Investment

The Cybersecurity for All Program and Florida Cyber Range will significantly enhance cybersecurity workforce and enhance economic growth in Florida and establish Florida as a leader in cybersecurity workforce development, resiliency and innovation. The Program will establish an innovative, sustainable and
scalable workforce development model and support the growth of qualified cybersecurity professionals and organizations.

The Program has many anticipated benefits, including:

- Increased number of qualified cybersecurity professionals across the state and nation
- Enhanced economic growth
- Enhanced cybersecurity protection and resiliency
- Increased number of students enrolled in cybersecurity courses and degree programs, including under-served and under-utilized populations
- Expanded multidisciplinary cybersecurity courses and degree programs that include innovative curricula and hands-on learning activities at UWF
- Increased number of students and professionals with core cybersecurity knowledge, skills and abilities (KSAs) in alignment with the NIST National Initiative for Cybersecurity Education Cybersecurity Workforce Framework (2016)
- Increased number of pathways for students to pursue postsecondary cybersecurity education at UWF and other Florida institutions
- Increased engagement in cybersecurity careers, including among underrepresented and underserved populations.
- Enhanced visibility for Florida as a leader in cybersecurity workforce development and resiliency
- Expanded partnerships among business, government, military and educational partners

The Program will contribute to the following Florida Board of Governors Performance-Based Funding Metrics:

1. **Percent of Bachelor’s Graduates Enrolled or Employed ($25,000+) (within one year anywhere in the Nation)**

   The Cybersecurity for All Program will create flexible pathways for students to gain core knowledge and skills and transition to a cybersecurity career or graduate program. According to recent data, Florida is showing strong cybersecurity job concentration compared to the national average and approximately 15,520 current cybersecurity job openings (Cybersecurity Supply/Demand Heat Map, 2017). The Program will provide rapid training options that meets state and national workforce needs and allow faster transition to the job market.

2. **Median Wages of Bachelor’s Graduates Employed Full-time (within one year anywhere in the Nation)**
Cybersecurity jobs command high salaries, and the average cybersecurity salary premium is approximately $84,000 (Burning Glass, 2015). There is a critical shortage for qualified cybersecurity professionals with an estimated 349,000 currently open jobs across the nation (Cybersecurity Supply/Demand Heat Map, 2017). The Cybersecurity for All Program will increase the number of qualified professionals to fill these high paying jobs.

3. **Percentage of Bachelor’s Degrees Awarded Within Programs of Strategic Emphasis**

The Cybersecurity for All Program will create flexible pathways for students to transition to and complete cybersecurity-related undergraduate degree programs. As part of the program, students can complete online courses that align with the NIST Cybersecurity Workforce Framework and provide credit toward an undergraduate cybersecurity degree program. The Program will provide core knowledge and skills in critical and emerging cybersecurity topics, including risk management, critical infrastructure security, secure software development, and IT and network security, and these courses will count toward a cybersecurity degree program and facilitate faster progress toward degree completion.

4. **Percentage of Graduate Degrees Awarded Within Programs of Strategic Emphasis**

Similar to above, the Program will create flexible pathways for students to transition to and complete cybersecurity-related graduate degree programs. Students can complete online courses in emerging topics including information security management, industrial control systems security, and IoT security that will provide credit toward a graduate cybersecurity degree program.

The Cybersecurity for All Program will target various audiences, including underrepresented and underserved populations. By catering to the needs of government and military organizations, businesses, and veterans, the Program will help individuals seeking to make career transitions or enhance their skills or returning veterans opportunities to work toward a cybersecurity degree and career. For example, the Program will offer courses to the military organizations across our state and to returning veterans and facilitate flexible pathways for adult learners to complete undergraduate degrees in cybersecurity.
The Cybersecurity for All Program and Florida Cyber Range align with state and national strategic initiatives, and will position Florida as a leader in cybersecurity workforce development and innovation.

III. Facilities (If this issue requires an expansion or construction of a facility, please complete the following table):

<table>
<thead>
<tr>
<th>Facility Project Title</th>
<th>Fiscal Year</th>
<th>Amount Requested</th>
<th>Priority Number</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
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<tr>
<td>2.</td>
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IV. References


### University: University of West Florida
### Issue Title: Doctorate in Nursing Practice

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<thead>
<tr>
<th>Positions</th>
<th>Non-Recurring</th>
<th>Recurring</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Faculty</td>
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</thead>
<tbody>
<tr>
<td>Faculty</td>
<td>$255,000</td>
<td>$0</td>
<td>$255,000</td>
</tr>
<tr>
<td>Other (A&amp;P/USPS)</td>
<td>$90,000</td>
<td>$0</td>
<td>$90,000</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$345,000</strong></td>
<td><strong>$0</strong></td>
<td><strong>$345,000</strong></td>
</tr>
</tbody>
</table>

| Salaries and Benefits                      | $460,000| $0               | $460,000|
| Other Personal Services                    | $45,200 | $0               | $45,200|
| Expenses                                  | $30,000 | $0               | $30,000|
| Operating Capital Outlay                   | $0      | $0               | $0    |
| Electronic Data Processing                 | $0      | $0               | $0    |
| Special Category (Specific)                | $464,800| $0               | $464,800|
| Contract with UF                          | $0      | $0               | $0    |
| **Total All Categories**                   | **$1,000,000** | **$0**          | **$1,000,000**|
The main objective of Form I and Form II is to align budget issues and dollar values with the goals and objectives of the strategic priorities and the 2017 University Work Plan established by each university.

For FY 2018-2019, each university should submit one Form I and Form II for each university-unique budget issue and/or any system-wide issue identified as a critical system-wide need. Any issues unique to a branch campus or a special unit (e.g., IFAS Workload Initiative) should not be rolled into the main campus request, but reflected separately by use of the forms provided.

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For unique issues identified by a university, please check the box “Unique Issue for 2018-2019”.

Please keep in mind that all issues submitted for consideration by the Board should align with the goals and objectives of the strategic priorities and work plan established by each university.
I. Description - Doctorate of Nursing Practice

In 2013, UWF received $1 million recurring for the DNP program. In 2014, UWF entered into a partnership with the University of Florida to create a Doctorate of Nursing Practice. This partnership provides an, otherwise unavailable, opportunity to students in Northwest Florida. UWF enrolled its first class of students this past fall. On June 2nd, Governor Scott vetoed the funding for the program “because the University of West Florida received a total of $160.1 million in fiscal year 2017-2018 and has the ability to fund these initiatives.” However, without the funding UWF will need to discontinue the program. Since the line item was not vetoed due to the merits of the program, UWF is seeking restoration of the $1 million recurring appropriation to continue the program.

The Florida Panhandle is home to a health care industry that is unique in size, sophistication, and location in relation to other state resources. Many factors converge to make this geographic area an optimal one in which to establish a nursing practice doctoral program: a significant military presence, a growing senior population, the presence of a set of quality programs in health sciences at the University of West Florida (UWF), and more than 10 hospitals and major medical centers. The need for increased numbers of advanced practice nurses in Florida and particularly in the Panhandle is the reason we started this program.

Additionally, the local shortage of nurse leaders, particularly nurse educators and nurse administrators, plague the Florida panhandle. Lack of qualified nurse educators prevents admission of well qualified applicants to entry level nursing education programs in Florida. According to the Florida Center for Nursing Report on Nursing Education, over the next two years an additional 93 full time and 116 part-time qualified nursing faculty members will be needed for Florida’s
baccalaureate degree programs alone. In the past year, 30% of qualified applicants for baccalaureate entry (RN) programs were turned away because of a lack of adequate faculty members. Nurses with DNP degrees will be well prepared for roles as both direct care providers and clinical faculty members, thus addressing two areas of pressing need in Florida (Florida Center for Nursing, 2011).

Lack of qualified nurse administrators delays advancement of hospitals to magnet status. Hospitals seeking magnet status understand that creating an environment to accomplish the magnet components of structural empowerment, exemplary professional practice, new knowledge, innovation, improvements, and empirical quality results, require leaders who are transformational visionaries (Gateway to Magnet, 2011). A DNP prepares such a nurse leader.

II. Return on Investment –

The Program has many anticipated benefits, including:

- Increased number of qualified nursing professionals across the state and nation
- Enhanced economic growth
- Increased number of students enrolled in nursing courses and degree programs, including under-served and under-utilized populations
- Expanded multidisciplinary nursing courses and degree programs that include innovative curricula and hands-on learning activities at UWF
- Increased number of students and professionals with advanced nursing knowledge, skills and abilities (KSAs)
- Increased number of pathways for students to pursue postsecondary nursing education at UWF and other Florida institutions
- Increased engagement in nursing careers, including among underrepresented and underserved populations
- Enhanced visibility for Florida as a leader in nursing workforce development and resiliency
- Expanded partnerships among business, government, military and educational partners

Upon completion of the DNP, Advance Practice Nurse track graduates will be able to:

1. Assess, manage, and evaluate patients at the most independent level of clinical nursing practice.
2. Use advanced, highly refined assessment skills and employ a thorough understanding of pathophysiology and pharmacotherapeutics in making diagnostic and practice management decisions.
3. Document practice trends, identify potential systemic changes, and make improvements in the care of their particular patient populations in the systems within which they practice.

The Program will contribute to the following Florida Board of Governors Performance-Based Funding Metrics:

1. **Percent of Bachelor’s Graduates Enrolled or Employed ($25,000+) (within one year anywhere in the Nation)**
The Doctorate of Nursing Practice will create flexible pathways for students graduating with a nursing bachelor’s degree to transition to an advanced nursing track.

2. Median Wages of Bachelor’s Graduates Employed Full-time (within one year anywhere in the Nation)

Nursing jobs command high salaries. According to the Bureau of Labor Statistics, the 2016 median Rn pay is $68,450 annually. The median annual Nurse Practitioner salary is $101,443, as of May 30, 2017, with a range usually between $94,129-$110,204, (www1.salary.com/Nurse-Practitioner-Salary.html)

America’s 3 million nurses make up the largest segment of the health-care workforce in the U.S., and nursing is currently one of the fastest-growing occupations in the country. Despite that growth, demand is outpacing supply. According to the Bureau of Labor Statistics, 1.2 million vacancies will emerge for registered nurses between 2014 and 2022.

The Doctorate of Nursing Practice program will increase the number of qualified professionals to fill these high paying jobs.

3. Percentage of Bachelor’s Degrees Awarded Within Programs of Strategic Emphasis

Having the opportunity to transition into an advanced degree will significantly increase enrollments in our nursing undergraduate programs that are programs of strategic emphasis.

4. Percentage of Graduate Degrees Awarded Within Programs of Strategic Emphasis

The Program is a program of strategic emphasis. The Program will create flexible pathways for students to transition to and complete nursing-related graduate degree programs. Students can complete online courses in topics including Advanced Diagnostic Reasoning; Information Systems/Technology for the Improvement and Transformation of Health Care; Healthcare Systems, Policy and Advocacy and Interprofessional Collaboration Strategies.

The Doctorate of Nursing Practice aligns with state and national strategic initiatives, and will position Florida as a leader in nursing development and innovation.

III. Facilities (If this issue requires an expansion or construction of a facility, please complete the following table.):

<table>
<thead>
<tr>
<th>Facility Project Title</th>
<th>Fiscal Year</th>
<th>Amount Requested</th>
<th>Priority Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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### 2018-2019 Legislative Budget Request

**Education and General**

**Position and Fiscal Summary**

**Operating Budget Form II**

(to be completed for each issue)

<table>
<thead>
<tr>
<th>University:</th>
<th>University of West Florida</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Title:</td>
<td>Student Success and Career Attainment</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th></th>
<th>NON-RECURRING</th>
<th>RECURRING</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Positions</strong></td>
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<td></td>
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<td>Faculty</td>
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<td>0.00</td>
</tr>
<tr>
<td>Other (A&amp;P/USPS)</td>
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<td><strong>Total</strong></td>
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<tr>
<th><strong>Salary Rate (for all positions noted above)</strong></th>
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<tr>
<td>Faculty</td>
<td>$0</td>
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<td>Other (A&amp;P/USPS)</td>
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<table>
<thead>
<tr>
<th><strong>Salaries and Benefits</strong></th>
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<tr>
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<td>$0</td>
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<td><strong>Other Personal Services</strong></td>
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<td><strong>Operating Capital Outlay</strong></td>
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<td><strong>Electronic Data Processing</strong></td>
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<tr>
<td><strong>Special Category (Specific)</strong></td>
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<tr>
<td><strong>Total</strong></td>
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<td>$310,000</td>
<td>$310,000</td>
</tr>
</tbody>
</table>
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For unique issues identified by a university, please check the box “Unique Issue for 2018-2019”.

Please keep in mind that all issues submitted for consideration by the Board should align with the goals and objectives of the strategic priorities and work plan established by each university.
Student success is our top priority. UWF is a comprehensive, regional University that serves a large number of First Generation Students who experience a multitude of unique challenges and obstacles on their way to successful degree completion. We are dedicated to helping students excel in their studies, save money, graduate on time and move on to fulfilling careers. The University has launched a series of innovative initiatives aimed at creating a clear and visible path for students to graduate and achieve their ultimate career goals. However, every good idea and program that has a significant impact on student success comes with considerable costs. UWF’s budget constraints are limiting the scale and effectiveness by which these initiatives can be deployed. In order to ensure that these initiatives have the greatest impact for our students, funding is needed.

**Virtual Career Services**

Students have consistently requested more access to national employers outside the UWF service area, while employers are looking to UWF Career Services for new and creative ways to connect with students. Online Campus student statistics show that online only students account for 30% of fall 2016 enrollment. Additionally, 16.7% of online enrollments live outside the UWF service area. Virtual career services will give national employers new and
creative ways to make connections with UWF students, especially those enrolled in the virtual campus. The incentive for national employers to engage in virtual career events is that they provide a low-cost way to attract UWF talent. Employers will benefit from access to UWF’s graduates and alumni while satisfying their recruiting goals and elevating UWF as a priority talent pipeline. It is expected that the University will benefit in regards to BOG Metrics 1 and 2 as well as Governor Scott’s Ready Set Work initiative. There is also the opportunity for regional and national exposure for these services. By offering virtual career events and services, UWF has the opportunity to be recognized as a nationwide leader and have other institutions look to us as a model for virtual career services.

**iHireUWF**

With the onset of the Board of Governor’s performance based metrics related to employment and salary benchmarks, the Career Services office has been developing ways to enhance and develop relationships with existing and potential employers. As a result of the financial crisis of 2007-2008, employers became much more selective regarding the institutions from which they recruit new hires, and UWF experienced an approximate 20% loss in annual job postings and attendance at career fairs. Thus, the iHireUWF campaign is being created to attract more regional, state, and national attention. The campaign is multi-faceted and seeks to enhance existing employer relationships, develop new relationships with nationally recognized employers, and provide a greater economic opportunity for both the region and institution. This campaign also has a direct alignment to Metric 1 and 2 of the performance based metrics established by the Florida board of Governors as this campaign will increase the number and quality of employers hiring UWF graduates. The program includes elements such as professional video, employer and alumni testimonials, employer of the month program, and employer partnerships. Once launched, the iHireUWF campaign will create additional experiential learning and employment opportunities for students, diversify employers reaching out to UWF, and gain UWF regional and national recognition.

**Anchor Down Second Year Mentoring Program**

The mission of this mentoring program is to instill a set of values and skills in UWF second year students through a variety of experiences, designed to enhance collegiate success and to prepare students for fulfillment of their professional and career goals. This initiative has the potential to increase our FTIC retention rate. Nationally, similar mentoring programs have proved beneficial to student retention and graduation rates. Second year student participants would be eligible to be paired with a professional mentor or peer mentor. Professional Mentors will be recruited from Pensacola businesses,
Pensacola Young Professionals and the campus community. The collaboration with professionals in the Pensacola business community presents an economic opportunity for both the region and the institution. These mentoring relationships will lead to internships and full-time employment for the student. The program will deepen community engagement activities within the region, and will fulfill Governor Scott’s request for Colleges to partner with businesses to create career opportunities for students. Concurrently, meetings with the Greater Pensacola Chamber of Commerce validated a need for this program and communicated an interest in promoting the program to Chamber members. Overall, the program would allow students to expand their professional network and make strong partnerships, while increasing the university’s regional and national visibility for positive outcomes of the program.

**Commons Business Incubator**

The Commons serves as the hub of student life at UWF. Students dine together, study, attend events, check their mailbox, purchase books and supplies, conduct organizational meetings, and create the programs, services, and policy that shape student life. The Commons is an ideal location to showcase student talent and achievement. We propose to convert a space within the Commons to a Business Incubator. Students will submit proposals and, as space allows, will be provided use of the facility to support their enterprise. Potential uses could include retail, design space, or administrative space. Successful startups that transition off campus will contribute to the economy of northwest Florida in the form of employment, commercial rental, business expenses, and tax revenue. Non-profit proposals will be accepted as well, providing students the opportunity to make direct contributions to the quality of life for the local community. The cultivation of a new business enterprise or community non-profit organization should yield economic benefits to the local community and perhaps the region. For students, the Commons Business Incubator can provide the support and opportunity needed to launch a successful business, product, or service. Looking to the University of Miami’s The Launch Pad as an example (http://thelaunchpad.org), the Commons Business Incubator could be scaled to include a range of support services for students hoping to start or grow their business.

**Undergraduate Board Fellows**

The Undergraduate Board Fellows Program is a year-long experiential learning program that engages students in non-voting board service for local non-profit organizations that tackle society’s most challenging issues. Fellows are paired with a board mentor and complete a project mutually selected by the student and the mentor to advance the organization’s mission. The board benefits from the Fellow’s project and perspectives, while the Fellow benefits by
gaining communication skills and real-world experience through community engagement. The Undergraduate Board Fellow program was piloted in 2015-16 with six students and boards and was a success, indicated by both the students and board members, who said that they would like to continue the program. If funded, the project would continue to succeed in the community and among students at the University. While fellows enhance their professional network and career preparation, board members gain awareness of UWF students’ talents, increasing the university’s reputation.

II. Return on Investment –
This program is directly linked to student success and removing barriers to degree completion and assist them in acquiring gainful employment following graduation. These initiatives have a significant impact on UWF’s six year graduation rates, second year retention rates, and rate of graduates enrolled in school or employed.

- This funding will help us achieve our target 4-year Graduation Rate of 33% in 2020 up from 22% in 2017.
- This funding will help us achieve our target 6-year Graduation Rate of 50% in 2020 up from 44% in 2017.
- This funding will help us achieve our target Academic Progress Rate of 81% in 2020 up from 74% in 2017.
- This funding will help us achieve our target rate for graduates enrolled in school or employed of 72% in 2020 up from 70% in 2017.

Funding for these initiatives will significantly increase our ability to better serve our students and provide the necessary tools they need to graduate and move into successful careers.

III. Facilities (If this issue requires an expansion or construction of a facility, please complete the following table.):

<table>
<thead>
<tr>
<th>Facility Project Title</th>
<th>Fiscal Year</th>
<th>Amount Requested</th>
<th>Priority Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
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</tbody>
</table>
## 2018-2019 Legislative Budget Request
### Education and General
### Position and Fiscal Summary
### Operating Budget Form II
(to be completed for each issue)

**University:** University of West Florida  
**Issue Title:** ADA Compliance for Online Programs

<table>
<thead>
<tr>
<th>Positions</th>
<th>NON-RECURRING</th>
<th>RECURRING</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Faculty</td>
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<td>0.00</td>
<td>0.00</td>
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<tr>
<td>Other (A&amp;P/USPS)</td>
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<td>5.00</td>
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<td><strong>Total</strong></td>
<td><strong>5.00</strong></td>
<td><strong>0.00</strong></td>
<td><strong>5.00</strong></td>
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</table>

### Salary Rate (for all positions noted above)

<table>
<thead>
<tr>
<th>Positions</th>
<th>NON-RECURRING</th>
<th>RECURRING</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Faculty</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Other (A&amp;P/USPS)</td>
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<td>$237,500</td>
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<td><strong>Total</strong></td>
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### Salaries and Benefits

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<th>RECURRING</th>
<th>TOTAL</th>
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</thead>
<tbody>
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<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Electronic Data Processing</td>
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<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Special Category (Specific)</td>
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<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$0</td>
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</tr>
</tbody>
</table>

**Total All Categories** $350,000

188
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For unique issues identified by a university, please check the box “Unique Issue for 2018-2019”.

Please keep in mind that all issues submitted for consideration by the Board should align with the goals and objectives of the strategic priorities and work plan established by each university.
I. Description –

ADA Compliance for Online Programs

The Americans with Disabilities Act (ADA) was enacted in the 90s to ensure greater accessibility for individuals with disabilities, particularly in regards to physical spaces. Today, because of technological advancement, we have a different type of space that we must ensure is accessible to individuals with disabilities- digital space. As UWF continues to increase our online course offerings, we will need to ensure accessibility for students with hearing, visual, motor or cognitive impairments.

In the past couple years there have been several high profile lawsuits targeting university online programs for lack of accessibility for deaf and blind students. Recently, the University of California Berkley was cited by the U.S. Justice Department for violating the ADA act in providing online courses to the public for free. Due to the cost of retroactively making their courses ADA compliant they were forced to eliminate them. MIT, Harvard, and Miami of Ohio have all been sued due to lack of accessibility of their online programs. This is becoming a nationwide issue that UWF needs to get ahead of. It is also the right thing to do.
The University of West Florida is committed to maintaining an inclusive and accessible learning environment for all its students. Ensuring that all students have access to programs and activities offered by the University is critical to our educational mission and is among our highest priorities. To this end, the University seeks to deploy electronic and information technology that has been designed, developed, or procured to be accessible to all students irrespective of disability status.

The University established an Accessibility Task Force charged with developing strategies to effectively manage all aspects of digital accessibility, including additional accessibility resources, support, training, communication and outreach. This task force identified ADA compliant issues in our online programming and proposed solutions that provide essential student support and are also cost effective.

Currently, UWF will retrofit a course to be compliant on an as needed basis. This is both time consuming and inefficient and provides delays in content for the student taking the online course. Based on recommendations of the task force, UWF is looking to take steps to make all of our current and future online courses ADA compliant. It is much easier and cost effective to integrate accessibility into the creation of the program than to retroactively adjust courses on an as needed.

In order to update all current course and remain in compliance in the future, UWF will need additional resources and personnel. We need new resources to achieve and remain in compliance.

Specifically, we need $350,000 to:

- Staff our Academic Technology Center (ATC) that is responsible for reviewing and retrofitting all existing courses. ATC personnel will be responsible for training, creation of new course and monitoring compliance of all online courses.
- Student Disability Resource Center (SDRC) must designate an Assistive Technology Specialist to work with students and faculty to address interim services/accommodations. SDRC personnel will provide accessibility compliance support for campus.
- Purchase subscription of software that will significantly reduce workload and provide an efficient method to provide closed captioning for video content used in courses/programs.
- Accessibility hotline available 24/7 for any users to call if they experience difficulty accessing UWF websites or online courses.
II. Return on Investment –

- Having ADA Compliant online programs is not only necessary but will improve student retention and graduation rates (performance funding metrics 4 and 5).
  - This funding will help us achieve our target 4-year Graduation Rate of 33% in 2020 up from 22% in 2017.
  - This funding will help us achieve our target 6-year Graduation Rate of 50% in 2020 up from 44% in 2017.
  - This funding will help us achieve our target Academic Progress Rate of 81% in 2020 up from 74% in 2017.
  - This funding will help us achieve our target rate for graduates enrolled in school or employed of 72% in 2020 up from 70% in 2017.
- Accessible online academic programs are vital in the university’s campaign to advance teaching and learning, expand research and outreach, and underscores UWF’s commitment to retaining a diverse student population
- On average, we have nearly 200 courses, per semester, that receive requests for some sort of ADA accommodations. Each course is assessed for compliance. If a course requires retrofitting, it requires about 15 hours of staff time. This accounts for about 1,000 hours of staff time each semester to assure these courses are accessible to our students. While they are being updated our students fall behind their peers in the same course waiting for accommodations to be completed. This is incredibly inefficient and costly for UWF. Having the resources provided in this LBR will allow UWF to bring all courses up to ADA compliance and eliminate the delay to our students who need accommodations in an online course.
- As UWF continue to be a leader in online education it is important that we provide programs that are accessible to all students.

III. Facilities (If this issue requires an expansion or construction of a facility, please complete the following table.):

<table>
<thead>
<tr>
<th>Facility Project Title</th>
<th>Fiscal Year</th>
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<tr>
<td>2.</td>
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</table>
### 2018-2019 Legislative Budget Request

**Education and General**

**Position and Fiscal Summary**

**Operating Budget Form II**

(to be completed for each issue)

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#### University:
- University of West Florida
- Alice Hall Robinson
  - Farmstead Historic
  - Preservation and Educational Site

#### Issue Title:

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<table>
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<tr>
<th></th>
<th>NON-RECURRING</th>
<th>RECURRING</th>
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**Total All Categories**

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<td><strong>Total</strong></td>
<td>$0</td>
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</table>
The main objective of Form I and Form II is to align budget issues and dollar values with the goals and objectives of the strategic priorities and the 2017 University Work Plan established by each university.

For FY 2018-2019, each university should submit one Form I and Form II for each university-unique budget issue and/or any system-wide issue identified as a critical system-wide need. Any issues unique to a branch campus or a special unit (e.g., IFAS Workload Initiative) should not be rolled into the main campus request, but reflected separately by use of the forms provided.

For system-wide issues, consideration will be given to issues that allow for greater efficiencies through shared system resources or identified as a system-wide need. If requesting funds as such, please list all university participants of the initiative and check the box “Shared Services/System-Wide Issue”.

For unique issues identified by a university, please check the box “Unique Issue for 2018-2019”.

Please keep in mind that all issues submitted for consideration by the Board should align with the goals and objectives of the strategic priorities and work plan established by each university.
I. Description –
The University of West Florida is being offered a circa 1860’s historic farmstead as a donation. UWF wishes to restore the farmstead and use it as a hands-on educational site. UWF will need $500,000 to begin restoring the house and site, as well as, conduct a statutorily mandated archeological survey.

<table>
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<tr>
<th>Item</th>
<th>Amount</th>
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<tbody>
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<td>Architectural Services</td>
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<tr>
<td>House Restoration</td>
<td>190,000</td>
</tr>
<tr>
<td>Site Restoration</td>
<td>225,000</td>
</tr>
</tbody>
</table>

Site Restoration

The site has a significant amount of overgrowth that will have to be removed in order to restore it back to a farm. The heavily wooded area to the north would be maintained as a buffer, but thinned out for access and the site of a future nature trail. The northern edge of the property, around eight acres, is recommended to be surplus. The vegetation around the house would also be thinned for better access and to create vistas for visitors to view the site. The orchard (current open field) will be restored back to a working orchard and the few remaining trees would be preserved. If the timber can be removed, the southern section of the site would be restored to open fields for future interpretive and
programming uses. The main approach and access to the site would be shifted from the current east driveway to a new road on the south border connecting to the adjacent park. This road would lead visitors through the southern part of the site to a parking area west of the house.

**House Restoration**

The period that the house will be interpreted as will play an important role in determining the cost and scope of work associated with this restoration. Option one for restoring the house would be to bring it back to how it looked in the 1920’s, since the exterior and interior changes were done at that time. The kitchen, bathroom, and closets would have to be removed and the fireplace, foundation, rear porch, and roof would have to be modified. Option two for the restoration would be to restore the house to the believed 1860’s period, requiring a major restoration on the verge of reconstruction. The siding, windows, doors, roof, porches, chimney, foundation, kitchen, bathroom, and closets would all have to be modified. Unless there is a collection of photographs or descriptions of the house at this time period, much of the work will be based on research of similar houses of this period.

**1920’s Restoration: $150,000 - $200,000**

**Exterior:** New wood shake roof, lead paint abatement, window repair, door repair, siding repair, painting, chimney rebuilding, foundation work, new porch decking, rear porch removal, stair removal, new ADA ramp, and reroute main electrical service.

**Interior:** Asbestos and lead paint abatement, kitchen demolition, bathroom demolition, closet demolition, relocation of HVAC and electrical equipment, repair ceilings, refinish floors, repair walls, paint, lighting, security system, and door hardware restoration.

**1860’s Restoration: $250,000 - $325,000**

**Exterior:** Same as 1920’s restoration with added changes: new siding, new windows, new doors, new chimney, foundation pier reconstruction, demolition, and reopening of rear porch, and reconstruction of front porch.

**Interior:** Same as 1920’s restoration with added changes: hide electrical and HVAC systems, replace doors and hardware, and restore or reconstruct ceiling.

**Archaeological Survey**

The University of West Florida and UWF Historic Trust are subject to Florida Statutes Chapter 267.061, which mandates that all state agencies consider the effect of undertakings on any historic property that is included in, or eligible for inclusion in, the National Register of Historic Places. Prior to any ground disturbing activity on state-owned land, an archaeological investigation must be conducted that conforms to Rule 1A-32, Florida Administrative Code.

It’s assumed that the Alice Hall/Robinson Farmstead has not been archaeologically investigated previously; therefore, the entire site is considered un-surveyed and will require consultation with the Florida Division of Historical Resources (DHR). A Cultural
Resources Assessment Survey (CRAS) of the entire site would be beneficial in order to identify discrete areas of archaeological and historical significance.

II. Return on Investment –

The University of West Florida is supported by the UWF Historic Trust (DSO), which makes a key contribution to enhancing tourism revenues in the cultural heritage tourism space in Northwest Florida. The mission of the UWF Historic Trust is to preserve and interpret the history of Northwest Florida. The farmstead fits directly into that mission as a critical component of an already well-established “living history” program. The farmstead will enhance those assets and serve as a key experiential learning site for students, regional communities, and visitors to Northwest Florida. The site would serve as a historic educational site that provides visitors an opportunity to experience and learn about agricultural traditions of the 19th century and ensure that that history is preserved in a meaningful way.

The farmstead creates an opportunity to better achieve the mission of the UWF Historic Trust by providing a platform to create a compelling experience related to the rich agricultural history of the region, directly aligned with the public education mission of the university. The enhanced assets will make a key contribution to UWF’s attempts to enhance the regional economy by continuing to develop, in collaboration with a myriad of partners, the cultural heritage tourism market.

The historic site will be used as a historic exhibit and an agriculture learning center. The site will provide the following services.

**Historic Orchard**
UWF will develop a historic fruit/nut orchard featuring pear and pecan trees, which were historically grown in Santa Rosa County. Other fruit trees capable of being sustained in Northwest Florida and any fruit trees that grew on the farm will be added. Interpretation of an orchard will play a significant role in preserving cultural landscapes and creating stewardship amongst visitors and the community. Once the trees are grown, the site could host a once a month “workday” where volunteers of the community may come and help maintain the orchard. Interpretation of the orchard would be done by on-site living history interpreters.

**Living History**
Programming will consist of a living example of farming lifestyle. Student/staff workers will be dressed in period appropriate costuming and will interpret Santa Rosa County farming chores and agriculture in 3rd person. Examples of immediate programming are as follows: Tallow and candle making, wine making, gardening: vegetable and herb, dyeing cloth, an interpretive program on living off the land and uses of herbs and plants for medicinal and cooking purposes, rope making, daily barn chores, interpreting farming tools and uses (woodworking), interpretation on the role of men, women, and children on a farm: differentiating duties, chores, and responsibilities. All programming will offer
visitors hands on experiences and is historically appropriate. Site wide scavenger hunts will be developed for “self-guiding.”

**Interpretive Nature Trail**

A nature trail would interpret indigenous and evasive trees, plants, and flowers. Very few interpretive signs can be placed along the way with text as well as QR codes so visitors can interact with Next Exit History, allowing the visitor to experience the nature trail organically, or with technology, either way providing a positive educational experience. Visitors can explore the area, and gain a greater appreciation and pride in local cultural heritage. Living history programming could also take place on the trail.

**Educational School Tours**

All school tour curriculums will be backed by Florida State Standards, and will be modeled off of the downtown campus tour system. School tours will be immersed in “life on a farm” and all tours will involve living history, agriculture, history, and science. Visitors will experience hands on learning about Santa Rosa County and tours can be tailored to site programming.

**III. Facilities** *(If this issue requires an expansion or construction of a facility, please complete the following table.)*:

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<tr>
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<th>Fiscal Year</th>
<th>Amount Requested</th>
<th>Priority Number</th>
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<td>2.</td>
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Action Item

UWF Board of Trustees Meeting
June 29, 2017

Issue/Agenda Recommendation: Metric 10 – Board of Trustees Choice Metric

Proposed Action: Approve

Background Information:
1. The current Board of Trustees choice Metric 10 has been consistent since the implementation of the model in 2014. The Board of Governors has directed each institution to propose three prioritized options to replace the current metric 10 no later than September 1, 2017. Each of the proposed options must be selected from a defined set of metrics in the 2025 System Strategic Plan. It is anticipated that the BOG will select one from this proposed list.

2. Below are the following proposed Metric 10 – BOT Choice Metrics and excellence and improvement benchmarks. The excellence benchmarks should be established so that in the first year of implementation, the university will receive no more than seven (7) points.
   - Goal 1. Improve student engagement and participation in “high-impact” learning experiences as measured on the National Survey of Student Engagement (NSSE)
   - Goal 2. Increase Percent of Undergraduate FTE in Online Courses
   - Goal 3. Increase Percent of Bachelor’s Degrees in STEM & Health

Implementation Plan: None

Fiscal Implications: None

Supporting documents:

Proposed Metric 10 Options
http://uwf.edu/aadocs/bot/Metric_10-Proposed_Benchmarks_for_Replacement.pdf

2017-2018 Update to the UWF Work Plan

Prepared by: George Ellenberg, Interim Provost
gellenberg@uwf.edu, 474-2035

Presented by: George Ellenberg, Interim Provost
Metric 10 Replacement Options
University of West Florida

NSSE Senior Participation in High Impact Practices
% Participation in 2 or more HIPs
Proposed Benchmark Goal 1 - Page 9 of 2017 Workplan

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<td>37.7%</td>
<td>36.5%</td>
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</table>

Definition:
Improvement over prior reporting year in the percentage of Seniors who are either currently involved or have completed 2 or more High Impact Practices at the University of West Florida for the reporting year. High Impact Practices as reported to the National Survey of Student Engagement (NSSE) by respondents must include at least 2 of the following subsections: 11c. Learning Community, 12. Service-Learning, 11e. Research with faculty, 11a. Internship or field experience, 11d. Study abroad, 11f. Culminating senior experience.

Undergraduate Online FTE
% of Undergraduate FTE Enrolled in Online Courses
Proposed Benchmark Goal 2 - Page 9 of 2017 Workplan

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<tbody>
<tr>
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</table>

Definition:
Full-time Equivalent (FTE) student is a measure of instructional activity that is based on the number of credit hours that students enroll. FTE is based on the US definition, which divides undergraduate credit hours by 30. Distance Learning is a course in which at least 80 percent of the direct instruction of the course is delivered using some form of technology when the student and instructor are separated by time or space, or both (per 1009.24(17), F.S.).

Degrees in STEM and HEALTH
% of Bachelor’s Degrees in STEM & Health
Proposed Benchmark Goal 3 - Page 9 of 2017 Workplan

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<td>37.0%</td>
<td>36.0%</td>
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Definition:
The percentage of baccalaureate degrees that are classified as STEM by the Board of Governors in the SUS program inventory as reported in the annual Accountability Report (Table 4H).

Improvement Point Scale

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INTRODUCTION

The State University System of Florida has developed three tools that aid in guiding the System’s future.

1) The Board of Governors’ **2025 System Strategic Plan** is driven by prospective goals and associated metrics that set future benchmarks for the System;

2) The Board’s **Annual Accountability Report** provides retrospective tracking with year-over-year and longer time periods for how the System is progressing toward its goals;

3) Institutional **Work Plans** connect the two and create an opportunity for greater dialogue relative to how each institution contributes to the System’s overall vision.

These three documents assist the Board with strategic planning and with setting short-, mid- and long-term goals. They also enhance the System’s commitment to accountability and driving improvements in three primary areas of focus: 1) academic quality, 2) operational efficiency, and 3) return on investment.

The Board will use these documents to help advocate for all System institutions and foster even greater coordination with the institutions and their Boards of Trustees.

Once a Work Plan is approved by each institution’s respective Boards of Trustees, the Board of Governors will review and consider the plan for potential acceptance of the one-year metric goals. Longer-term components will inform future agendas of the Board’s Strategic Planning Committee. The Board’s acceptance of a work plan does not constitute approval of any particular component, nor does it supersede any necessary approval processes that may be required for each component.
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1. **STRATEGY**  
   a. Mission Statement  
   b. Vision Statement  
   c. Statement of Strategy  
   d. Strengths and Opportunities  
   e. Key Initiatives & Investments  

2. **PERFORMANCE BASED FUNDING METRICS**

3. **PREEMINENT RESEARCH UNIVERSITY METRICS**

4. **KEY PERFORMANCE INDICATORS**  
   a. Teaching & Learning  
   b. Scholarship, Research and Innovation  
   c. Institution Specific Goals  

5. **ENROLLMENT PLANNING**

6. **ACADEMIC PROGRAM COORDINATION**

7. **UNIVERSITY REVENUES**

8. **TUITION, FEES AND HOUSING PROJECTIONS**

9. **DEFINITIONS**
MISSION STATEMENT (What is your purpose?)
The University of West Florida (UWF) is a public university based in Northwest Florida with multiple instructional sites and a strong virtual presence. UWF’s mission is to provide students with access to high-quality, relevant, and affordable undergraduate and graduate learning experiences; to transmit, apply, and discover knowledge through teaching, scholarship, research, and public service; and to engage in community partnerships that respond to mutual concerns and opportunities and that advance the economy and quality of life in the region.

UWF is committed to planning and investing strategically to enhance student access and educational attainment; to build on existing strengths and develop distinctive academic and research programs and services that respond to identified regional and state needs; and to support highly qualified faculty and staff who engage students in rigorous, high-impact, student-oriented learning experiences that enhance personal and professional development and empower alumni to contribute responsibly and creatively to a complex 21st Century global society.

VISION STATEMENT (What do you aspire to?)
The University of West Florida aspires to be widely recognized as a model of excellence and relevance, sought out as a distinctive intellectual and cultural center, valued as an engaged community partner.

STATEMENT OF STRATEGY (How will you get there?)
Given your mission, vision, strengths and available resources, provide a brief description of your market and your strategy for addressing and leading it.

Using its multiple instructional sites and strong virtual presence, UWF delivers a range of high-quality baccalaureate and master’s programs, as well as targeted doctoral offerings, that are responsive to regional and state needs. UWF will manage growth strategically and will target recruitment efforts to incorporate an appropriate balance of first-time-in-college, transfer, and graduate students; residential and commuter students; traditional and older adults; military personnel and veterans; and students from diverse racial, ethnic, educational, cultural, and socioeconomic backgrounds.
STRENGTHS AND OPPORTUNITIES (within 3 years)
What are your core capabilities, opportunities and challenges for improvement?

2017 marks the University of West Florida’s 50th anniversary. Over the last half century, UWF has evolved from a small upper division institution into a vibrant, distinctive, Doctoral Research University.

UWF’s sixth president, Dr. Martha D. Saunders, was installed on April 21, 2017 by Board of Trustees Chairman, Mort O’Sullivan.

UWF will focus on strategic priorities associated with improving performance on key indicators and increasing the University’s visibility and reputation.

In February 2017, Dr. Usha and Mahadeb Kundu gifted the university in excess of $5 million to name the UWF College of Health. The college is named the Usha Kundu, MD College of Health in Dr. Kundu’s honor. This is the second college in the institution’s history to be named after a donor.

In March 2017, a donor (who asked to remain anonymous) provided a gift in excess of $3 million for scholarships. This will enable the university to provide competitive funding for top student recruits and support many more students.

In April 2017, attorney and community advocate Fred Levin invested $550,000 in the University of West Florida to establish the Reubin O’D. Askew Institute for Multidisciplinary Studies. The gift will also help the University purchase land to house the Institute. The Institute will substantially further UWF’s leadership in STEAM initiatives - combined applications of science, technology, engineering, art and math. Activities within the Institute will include increased visibility of potential STEAM initiatives, partnerships with area schools and businesses, internships and research opportunities.

KEY INITIATIVES & INVESTMENTS (within 3 years)
Describe your top three key initiatives for the next three years that will drive improvement in Academic Quality, Operational Efficiency, and Return on Investment.

Programs of Excellence – Identify, enhance, and develop programs of excellence for which the university can be known. Through strategic investment into programs aligning with workforce needs, UWF will lift its academic, research, and student achievement profile. These programs will be expected to recruit academically talented students who will be retained and graduate at a high rate. Exceptional faculty will be recruited who will bring distinction to the identified programs.

Student Success – Expansion and addition of programming designed to assist students to shortened time to degree. This will be done through enhanced pathways to success, predictive analytics, and improved advising. HIP such as undergraduate research, international programming, internships.

Access – Increase financial aid through corporate work-study programs and private resources. Increase distance learning offerings providing flexible and convenient alternatives for students. Strengthen 2 + 2 partnerships with state colleges for seamless access to baccalaureate and graduate degrees.
## A. PERFORMANCE BASED FUNDING METRICS (ACTUAL | GOALS)

1. Percent of Bachelor’s Graduates Enrolled or Employed ($25,000+) [within one-year, anywhere in the Nation]

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<td>71.5</td>
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2. Median Wages of Bachelor’s Graduates Employed Full-time [within one-year, anywhere in the Nation]

|--------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|

3. Average Cost to the Student [Net Tuition & Fees per 120 Credit Hours for Resident Undergraduates]

|--------|---------|---------|---------|---------|---------|---------|---------|---------|---------|

4. FTIC Six-Year Graduation Rate

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5. Academic Progress Rate [Second Year Retention Rate with At Least a 2.0 GPA]

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6. Percentage of Bachelor’s Degrees Awarded within Programs of Strategic Emphasis

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<td>53.9</td>
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7. University Access Rate [Percent of Undergraduates with a Pell grant]

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<td>40.5</td>
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8. Percentage of Graduate Degrees Awarded within Programs of Strategic Emphasis

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<td>2011-12</td>
<td>42.1</td>
<td>43.4</td>
<td>46.6</td>
<td>38.8</td>
<td>44.0</td>
<td>45.5</td>
<td>46.9</td>
<td>48.5</td>
<td>50.2</td>
</tr>
</tbody>
</table>

9. BOG Choice: Percent of Baccalaureate Degrees Awarded Without Excess Hours

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</tr>
</thead>
<tbody>
<tr>
<td>2011-12</td>
<td>.</td>
<td>65.2</td>
<td>72.8</td>
<td>75.8</td>
<td>80.5</td>
<td>80.0</td>
<td>80.2</td>
<td>80.2</td>
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</table>


<table>
<thead>
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</tr>
</thead>
<tbody>
<tr>
<td>2011-12</td>
<td>31.4</td>
<td>30.7</td>
<td>32.0</td>
<td>30.9</td>
<td>31.7</td>
<td>32.6</td>
<td>32.0</td>
<td>33.0</td>
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</tbody>
</table>

Note: Metrics are defined in appendix. For more information about the PBF model visit: [http://www.flbog.edu/about/budget/performance_funding.php](http://www.flbog.edu/about/budget/performance_funding.php).
# Key Performance Indicators (Actual | Goals)

## Teaching & Learning Metrics (from the 2025 System Strategic Plan that are not included in the PBF section)

### 1. Public University National Ranking [Top 50 rankings based on BOG’s official list of publications]

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<tbody>
<tr>
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### 2. Freshmen in Top 10% of High School Class

<table>
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<tr>
<th>Semester</th>
<th>Fall 2012</th>
<th>Fall 2013</th>
<th>Fall 2014</th>
<th>Fall 2015</th>
<th>Fall 2016</th>
<th>Fall 2017</th>
<th>Fall 2018</th>
<th>Fall 2019</th>
<th>Fall 2020</th>
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</thead>
<tbody>
<tr>
<td>2012</td>
<td>9</td>
<td>12</td>
<td>17</td>
<td>14</td>
<td>12</td>
<td>13</td>
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<tr>
<td>2013</td>
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<td>13</td>
<td>14</td>
<td>15</td>
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### 3. Professional Licensure & Certification Exam Pass Rates Above Benchmarks

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</tr>
</thead>
<tbody>
<tr>
<td>1 of 1</td>
<td>1 of 1</td>
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<td>1 of 1</td>
<td>1 of 1</td>
<td>1 of 1</td>
<td>1 of 1</td>
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### 4. Time to Degree for FTICs in 120hr programs

<table>
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<tr>
<th></th>
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<tbody>
<tr>
<td>4.7</td>
<td>4.6</td>
<td>4.7</td>
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<td>4.5</td>
<td>4.4</td>
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### 5. Four-Year FTIC Graduation Rates [full-time students only]

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<td>29</td>
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### 6. Bachelor’s Degrees Awarded [First Majors Only]

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<tbody>
<tr>
<td>2,053</td>
<td>1,969</td>
<td>1,924</td>
<td>1,926</td>
<td>2,144</td>
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<td>2,409</td>
<td>2,493</td>
<td>2,593</td>
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### 7. Graduate Degrees Awarded [First Majors Only]

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<tbody>
<tr>
<td>580</td>
<td>625</td>
<td>674</td>
<td>793</td>
<td>814</td>
<td>892</td>
<td>941</td>
<td>1,012</td>
<td>1,062</td>
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### 8. Percentage of Bachelor’s Degrees Awarded to African-American & Hispanic Students

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<td>17</td>
<td>18</td>
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<td>20</td>
<td>21</td>
<td>22</td>
<td>23</td>
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<table>
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<th>Semester</th>
<th>Fall 2012</th>
<th>Fall 2013</th>
<th>Fall 2014</th>
<th>Fall 2015</th>
<th>Fall 2016</th>
<th>Fall 2017</th>
<th>Fall 2018</th>
<th>Fall 2019</th>
<th>Fall 2020</th>
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<td>31</td>
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<td>31</td>
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### 10. Percent of Undergraduate FTE in Online Courses

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<td>29</td>
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<td>33</td>
<td>34</td>
<td>35</td>
<td>36</td>
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</tbody>
</table>

### 11. Percent of Bachelor’s Degrees in STEM & Health

<table>
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<tbody>
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<td>27</td>
<td>31</td>
<td>36</td>
<td>38</td>
<td>40</td>
<td>40</td>
<td>41</td>
<td>42</td>
<td>43</td>
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</table>

### 12. Percent of Graduate Degrees in STEM & Health

<table>
<thead>
<tr>
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<td>17</td>
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<td>24</td>
<td>24</td>
<td>25</td>
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</tbody>
</table>
# KEY PERFORMANCE INDICATORS (ACTUAL | GOALS)

Scholarship, Research and Innovation Metrics (additional metrics from the 2025 System Strategic Plan)

1. National Academy Memberships

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</thead>
<tbody>
<tr>
<td>Total</td>
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<td>0</td>
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<td>0</td>
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2. Faculty Awards

<table>
<thead>
<tr>
<th></th>
<th>Fall 2010</th>
<th>Fall 2011</th>
<th>Fall 2012</th>
<th>Fall 2013</th>
<th>Fall 2014</th>
<th>Fall 2015</th>
<th>Fall 2016</th>
<th>Fall 2017</th>
<th>Fall 2018</th>
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</thead>
<tbody>
<tr>
<td>Total</td>
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<td>1</td>
<td>0</td>
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<td>0</td>
<td>0</td>
<td>0</td>
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3. Total Research Expenditures ($M)

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</thead>
<tbody>
<tr>
<td>Total</td>
<td>16</td>
<td>19</td>
<td>20</td>
<td>31</td>
<td>41</td>
<td>39</td>
<td>40</td>
<td>42</td>
<td>45</td>
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4. Percentage of Research Expenditures Funded from External Sources

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</thead>
<tbody>
<tr>
<td>Total</td>
<td>85</td>
<td>76</td>
<td>69</td>
<td>43</td>
<td>30</td>
<td>38</td>
<td>40</td>
<td>41</td>
<td>42</td>
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</table>

5. Utility Patents Awarded [from the USPTO]

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<td>1</td>
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<td>0</td>
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</table>

6. Licenses/Options Executed

<table>
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<tr>
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<tbody>
<tr>
<td>Total</td>
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<td>0</td>
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7. Number of Start-up Companies Created

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<tbody>
<tr>
<td>Total</td>
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</tbody>
</table>
Institution Specific Goals (optional)
To further distinguish the university’s distinctive mission, the university may choose to provide additional metric goals that are based on the university’s own strategic plan.

**Goal 1. Improve student engagement and participation in “high-impact” learning experiences as measured on the National Survey of Student Engagement (NSSE).**

PLEASE NOTE: the University’s last survey submission was in 2014 when it was decided to administer it only every three years. It will now be administered every year. Benchmark should be established using the 2017 scores based on NSSE results released in November of 2017 and establish this as the baseline starting year.

<table>
<thead>
<tr>
<th>Metric: NSSE Results (participation rates) in two or more “High-Impact Practices” subsections for seniors</th>
<th>2013 ACTUAL</th>
<th>2014 ACTUAL</th>
<th>2017 GOALS</th>
<th>2018 GOALS</th>
<th>2019 GOALS</th>
<th>2020 GOALS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>47.4%</td>
<td>43.9%</td>
<td>44.0%</td>
<td>46.0%</td>
<td>47.0%</td>
<td>48.0%</td>
</tr>
</tbody>
</table>

Improvement over prior reporting year in the percentage of seniors who are either currently involved or have completed 2 or more High Impact Practices at the University of West Florida for the reporting year. High Impact Practices as reported to the National Survey of Student Engagement (NSSE) by respondents must include at least 2 of the following subsections: 11c. Learning Community, 11e. Research with faculty, 11a. Internship or field experience, 11d. Study abroad, 11f. Culminating senior experience or 12. Service-Learning. National Survey of Student Engagement (NSSE) shall be conducted on an annual basis.

**Goal 2. Increase Percent of Bachelor's Degrees in STEM & Health**

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</thead>
<tbody>
<tr>
<td></td>
<td>37.9%</td>
<td>39.7%</td>
<td>40.0%</td>
<td>41.0%</td>
<td>42.0%</td>
<td>43.0%</td>
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</tbody>
</table>

**Goal 3. Increase Percent of Undergraduate FTE in Online Courses**

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</thead>
<tbody>
<tr>
<td></td>
<td>28.6%</td>
<td>30.0%</td>
<td>33.0%</td>
<td>34.0%</td>
<td>35.0%</td>
<td>36.0%</td>
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</table>

**Goal 4. Increase Percentage of Adult (Aged 25+) Undergraduates Enrolled**

<table>
<thead>
<tr>
<th>Metric: Increase Percentage of Adult (Aged 25+) Undergraduates Enrolled</th>
<th>Fall 2015 ACTUAL</th>
<th>Fall 2016 ACTUAL</th>
<th>Fall 2017 GOALS</th>
<th>Fall 2018 GOALS</th>
<th>Fall 2019 GOALS</th>
<th>Fall 2020 GOALS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>31.7%</td>
<td>32.6%</td>
<td>32.0%</td>
<td>32.0%</td>
<td>33.0%</td>
<td>33.0%</td>
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</table>
### ENROLLMENT PLANNING (ACTUAL | PLAN)

**Planned Headcount Enrollment by Student Type** *(for all students at all campuses)*

<table>
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<tbody>
<tr>
<td><strong>UNDERGRADUATE</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FTIC (Regular Admit)</td>
<td>4,574</td>
<td>4,430</td>
<td>4,356</td>
<td>4,272</td>
<td>4,106</td>
<td>4,089</td>
<td>4,108</td>
<td>4,034</td>
<td>3,873</td>
</tr>
<tr>
<td>FTIC (Profile Admit)</td>
<td>527</td>
<td>501</td>
<td>526</td>
<td>594</td>
<td>583</td>
<td>595</td>
<td>608</td>
<td>585</td>
<td>584</td>
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<tr>
<td>FCS AA Transfers</td>
<td>2,404</td>
<td>2,274</td>
<td>2,046</td>
<td>1,951</td>
<td>1,879</td>
<td>1,842</td>
<td>1,834</td>
<td>1,845</td>
<td>2,089</td>
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<tr>
<td>Other AA Transfers</td>
<td>300</td>
<td>300</td>
<td>297</td>
<td>262</td>
<td>312</td>
<td>318</td>
<td>320</td>
<td>336</td>
<td>339</td>
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<tr>
<td>Post-Baccalaureates</td>
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<td>234</td>
<td>379</td>
<td>411</td>
<td>459</td>
<td>467</td>
<td>483</td>
<td>485</td>
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<tr>
<td>Other Undergraduates</td>
<td>2,153</td>
<td>2,249</td>
<td>2,232</td>
<td>2,329</td>
<td>2,349</td>
<td>2,335</td>
<td>2,307</td>
<td>2,290</td>
<td>2,296</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>9,958</strong></td>
<td><strong>9,754</strong></td>
<td><strong>9,691</strong></td>
<td><strong>9,787</strong></td>
<td><strong>9,640</strong></td>
<td><strong>9,638</strong></td>
<td><strong>9,643</strong></td>
<td><strong>9,573</strong></td>
<td><strong>9,665</strong></td>
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<tr>
<td>Master’s</td>
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<td>1,843</td>
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<td>2,026</td>
<td>2,289</td>
<td>2,466</td>
<td>2,476</td>
<td>2,669</td>
<td>2,754</td>
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<td>Research Doctoral</td>
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<td>158</td>
<td>251</td>
<td>318</td>
<td>321</td>
<td>324</td>
<td>335</td>
<td>366</td>
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<td>Professional Doctoral</td>
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<tr>
<td><strong>Subtotal</strong></td>
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<td><strong>1,990</strong></td>
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<td><strong>2,277</strong></td>
<td><strong>2,607</strong></td>
<td><strong>2,787</strong></td>
<td><strong>2,800</strong></td>
<td><strong>3,005</strong></td>
<td><strong>3,119</strong></td>
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<td><strong>UNCLASSIFIED</strong></td>
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<td>H.S. Dual Enrolled</td>
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<td>35</td>
<td>50</td>
<td>54</td>
<td>59</td>
<td>68</td>
<td>57</td>
<td>58</td>
</tr>
<tr>
<td>Other¹</td>
<td>760</td>
<td>827</td>
<td>723</td>
<td>694</td>
<td>678</td>
<td>617</td>
<td>784</td>
<td>850</td>
<td>834</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>792</strong></td>
<td><strong>863</strong></td>
<td><strong>758</strong></td>
<td><strong>744</strong></td>
<td><strong>732</strong></td>
<td><strong>677</strong></td>
<td><strong>852</strong></td>
<td><strong>908</strong></td>
<td><strong>893</strong></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>12,680</strong></td>
<td><strong>12,607</strong></td>
<td><strong>12,627</strong></td>
<td><strong>12,808</strong></td>
<td><strong>12,979</strong></td>
<td><strong>13,102</strong></td>
<td><strong>13,295</strong></td>
<td><strong>13,486</strong></td>
<td><strong>13,677</strong></td>
</tr>
</tbody>
</table>

Notes: This table reports the number of students enrolled at the university by student type categories. The student type for undergraduates is based on the Type of Student at Time of Most Recent Admission. The student type for graduates is based on the degree that is sought and the student CIP code. Unclassified refers to a student who has not yet been formally admitted into a degree program but is enrolled. The methodology for this table was revised at the June 2016 Data Administrator Workshop and matches the 2015-16 Accountability Report (Table 3A). The change improves how post-baccalaureate undergraduate students are counted. (1) ‘Other Unclassified’ students include Post-Baccalaureates who are not seeking a degree.

**Planned FTE Enrollment by Method of Instruction** *(for all students at all campuses)*

<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td><strong>UNDERGRADUATE</strong></td>
<td></td>
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<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Distance (80-100%)</td>
<td>2,174</td>
<td>2,582</td>
<td>2,545</td>
<td>2,434</td>
<td>2,559</td>
<td>2,793</td>
<td>2,929</td>
<td>3,087</td>
<td>3,225</td>
</tr>
<tr>
<td>Hybrid (50-79%)</td>
<td>1,827</td>
<td>1,095</td>
<td>1,308</td>
<td>250</td>
<td>276</td>
<td>236</td>
<td>257</td>
<td>265</td>
<td>262</td>
</tr>
<tr>
<td>Classroom (0-50%)</td>
<td>4,619</td>
<td>5,134</td>
<td>4,736</td>
<td>5,833</td>
<td>5,694</td>
<td>5,457</td>
<td>5,429</td>
<td>5,468</td>
<td>5,471</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>8,620</strong></td>
<td><strong>8,811</strong></td>
<td><strong>8,589</strong></td>
<td><strong>8,517</strong></td>
<td><strong>8,529</strong></td>
<td><strong>8,487</strong></td>
<td><strong>8,615</strong></td>
<td><strong>8,820</strong></td>
<td><strong>8,958</strong></td>
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<tr>
<td><strong>GRADUATE</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Distance (80-100%)</td>
<td>734</td>
<td>905</td>
<td>1,059</td>
<td>1,136</td>
<td>1,242</td>
<td>1,545</td>
<td>1,549</td>
<td>1,522</td>
<td>1,559</td>
</tr>
<tr>
<td>Hybrid (50-79%)</td>
<td>218</td>
<td>119</td>
<td>98</td>
<td>50</td>
<td>29</td>
<td>31</td>
<td>41</td>
<td>36</td>
<td>37</td>
</tr>
<tr>
<td>Classroom (0-50%)</td>
<td>401</td>
<td>407</td>
<td>393</td>
<td>447</td>
<td>377</td>
<td>294</td>
<td>320</td>
<td>394</td>
<td>382</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>1,353</strong></td>
<td><strong>1,431</strong></td>
<td><strong>1,550</strong></td>
<td><strong>1,633</strong></td>
<td><strong>1,648</strong></td>
<td><strong>1,870</strong></td>
<td><strong>1,910</strong></td>
<td><strong>1,952</strong></td>
<td><strong>1,978</strong></td>
</tr>
</tbody>
</table>

Note: Full-time Equivalent (FTE) student is a measure of instructional activity that is based on the number of credit hours that students enroll. FTE is based on the standard national definition, which divides undergraduate credit hours by 30 and graduate credit hours by 24. **Distance Learning** is a course in which at least 80 percent of the direct instruction of the course is delivered using some form of technology when the student and instructor are separated by time or space, or both (per 1009.24(17), F.S.). **Hybrid** is a course where 50% to 79% of the instruction is delivered using some form of technology when the student and instructor are separated by time or space, or both (per SUDS data element 2052). **Classroom (Traditional)**, is a course in which less than 50% of the direct instruction of the course is delivered using some form of technology when the student and instructor are separated by time, space or both. This designation can include activities that do not occur in a classroom (ie, labs, internships, practica, clinics, labs, etc) – see SUDS data element 2052.
## ENROLLMENT PLANNING (continued)

### Planned FTE Enrollment Plan by Student Level

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>STATE FUNDABLE</strong></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>RESIDENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LOWER</td>
<td>2,919</td>
<td>2,736</td>
<td>2,754</td>
<td>2,782</td>
<td>2,887</td>
<td>2,831</td>
<td>2,862</td>
<td>2,894</td>
<td>1.0%</td>
</tr>
<tr>
<td>UPPER</td>
<td>4,221</td>
<td>4,252</td>
<td>4,319</td>
<td>4,408</td>
<td>4,523</td>
<td>4,467</td>
<td>4,517</td>
<td>4,562</td>
<td>1.1%</td>
</tr>
<tr>
<td>GRAD I</td>
<td>675</td>
<td>631</td>
<td>660</td>
<td>681</td>
<td>700</td>
<td>693</td>
<td>702</td>
<td>706</td>
<td>1.4%</td>
</tr>
<tr>
<td>GRAD II</td>
<td>47</td>
<td>51</td>
<td>53</td>
<td>55</td>
<td>55</td>
<td>47</td>
<td>42</td>
<td>46</td>
<td>-2.8%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>7,863</td>
<td>7,670</td>
<td>7,787</td>
<td>7,925</td>
<td>8,164</td>
<td>8,038</td>
<td>8,124</td>
<td>8,208</td>
<td>1.1%</td>
</tr>
<tr>
<td><strong>NON RESIDENT</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LOWER</td>
<td>391</td>
<td>411</td>
<td>419</td>
<td>440</td>
<td>420</td>
<td>409</td>
<td>450</td>
<td>452</td>
<td>1.5%</td>
</tr>
<tr>
<td>UPPER</td>
<td>499</td>
<td>473</td>
<td>510</td>
<td>538</td>
<td>509</td>
<td>504</td>
<td>549</td>
<td>551</td>
<td>1.5%</td>
</tr>
<tr>
<td>GRAD I</td>
<td>264</td>
<td>247</td>
<td>244</td>
<td>249</td>
<td>249</td>
<td>252</td>
<td>257</td>
<td>259</td>
<td>1.2%</td>
</tr>
<tr>
<td>GRAD II</td>
<td>18</td>
<td>23</td>
<td>20</td>
<td>18</td>
<td>14</td>
<td>12</td>
<td>13</td>
<td>13</td>
<td>-8.4%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>1,172</td>
<td>1,154</td>
<td>1,193</td>
<td>1,245</td>
<td>1,191</td>
<td>1,176</td>
<td>1,268</td>
<td>1,275</td>
<td>1.3%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>9,034</td>
<td>8,824</td>
<td>8,980</td>
<td>9,169</td>
<td>9,355</td>
<td>9,214</td>
<td>9,392</td>
<td>9,483</td>
<td>1.1%</td>
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<tr>
<td><strong>NOT STATE FUNDABLE</strong></td>
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<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>LOWER</td>
<td>74</td>
<td>85</td>
<td>80</td>
<td>83</td>
<td>82</td>
<td>84</td>
<td>85</td>
<td>85</td>
<td>1.2%</td>
</tr>
<tr>
<td>UPPER</td>
<td>424</td>
<td>530</td>
<td>532</td>
<td>570</td>
<td>538</td>
<td>574</td>
<td>586</td>
<td>589</td>
<td>2.1%</td>
</tr>
<tr>
<td>GRAD I</td>
<td>561</td>
<td>794</td>
<td>804</td>
<td>814</td>
<td>819</td>
<td>844</td>
<td>852</td>
<td>856</td>
<td>1.3%</td>
</tr>
<tr>
<td>GRAD II</td>
<td>82</td>
<td>124</td>
<td>129</td>
<td>136</td>
<td>142</td>
<td>141</td>
<td>143</td>
<td>146</td>
<td>2.5%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>1,141</td>
<td>1,533</td>
<td>1,545</td>
<td>1,603</td>
<td>1,581</td>
<td>1,643</td>
<td>1,666</td>
<td>1,677</td>
<td>1.6%</td>
</tr>
</tbody>
</table>

Note: Full-time Equivalent (FTE) student is a measure of instructional activity that is based on the number of credit hours that students enroll. FTE is based on the standard national definition, which divides undergraduate credit hours by 30 and graduate credit hours by 24. Pursuant to section 1013.31, Florida Statutes, this data is used as a key factor in the calculation of facility space needs for university educational plant surveys. Note*: The Planned Annual Growth Rate is a compounded rate based on the following formula: (2022-23 value divided by the 2017-18 value) to the (1/5) exponent minus one.
### ACADEMIC PROGRAM COORDINATION

**New Programs For Consideration by University in AY 2017-18**

The S.U.S. Council of Academic Vice Presidents (CAVP) Academic Program Coordination Work Group will review these programs as part of their on-going coordination efforts. The programs listed below are based on the 2016 Work Plan list for programs under consideration for 2017-18.

<table>
<thead>
<tr>
<th>PROGRAM TITLES</th>
<th>CIP CODE 6-digit</th>
<th>AREA OF STRATEGIC EMPHASIS</th>
<th>OTHER UNIVERSITIES WITH SAME PROGRAM</th>
<th>OFFERED VIA DISTANCE LEARNING IN SYSTEM</th>
<th>PROJECTED ENROLLMENT in 5th year</th>
<th>PROPOSED DATE OF SUBMISSION TO UBOT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BACHELOR’S PROGRAMS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exercise Science</td>
<td>31.0505</td>
<td>STEM</td>
<td>FGCU, FAU, FSU</td>
<td>No</td>
<td>495</td>
<td>2017</td>
</tr>
<tr>
<td>Sport Management</td>
<td>31.0504</td>
<td>FSU, UF, UNF</td>
<td></td>
<td>No</td>
<td>145</td>
<td>2017</td>
</tr>
<tr>
<td><strong>MASTER’S, SPECIALIST AND OTHER ADVANCED MASTER’S PROGRAMS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Family Nurse Practitioner</td>
<td>51.3805</td>
<td>Healthcare</td>
<td>FIU</td>
<td>No</td>
<td>50</td>
<td>2017</td>
</tr>
<tr>
<td><strong>DOCTORAL PROGRAMS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>None</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>
# New Programs For Consideration by University in 2018-20

These programs will be used in the 2017 Work Plan list for programs under consideration for 2018-19.

<table>
<thead>
<tr>
<th>PROGRAM TITLES</th>
<th>CIP CODE 6-digit</th>
<th>AREA OF STRATEGIC EMPHASIS</th>
<th>OTHER UNIVERSITIES WITH SAME PROGRAM</th>
<th>OFFERED VIA DISTANCE LEARNING IN SYSTEM</th>
<th>PROJECTED ENROLLMENT in 5th year</th>
<th>PROPOSED DATE OF SUBMISSION TO UBOT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BACHELOR’S PROGRAMS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Computer Science</td>
<td>11.0701</td>
<td>STEM</td>
<td>FAU, FGCU</td>
<td>No</td>
<td>100</td>
<td>2018</td>
</tr>
<tr>
<td>Education General</td>
<td>13.0101</td>
<td>Education</td>
<td>FAU, FGCU</td>
<td>Yes</td>
<td>90</td>
<td>2018</td>
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<tr>
<td>Human Resources Mgt</td>
<td>52.1001</td>
<td>Gap</td>
<td>FIU</td>
<td>Yes</td>
<td>30</td>
<td>2018</td>
</tr>
<tr>
<td>Information Security Mgt</td>
<td>52.1299</td>
<td>STEM</td>
<td>UF, FSU</td>
<td>No</td>
<td>30</td>
<td>2018</td>
</tr>
<tr>
<td>Construction Engineering Tech</td>
<td>15.0101</td>
<td>STEM</td>
<td>FAMU, FIU, UF, UNF</td>
<td>No</td>
<td>100</td>
<td>2018</td>
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<tr>
<td>Public Health</td>
<td>51.2201</td>
<td>Healthcare</td>
<td>USF, UNF, FIU, FSU, UF</td>
<td>Yes</td>
<td>144</td>
<td>2019</td>
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<tr>
<td>Healthcare Admin</td>
<td>51.0701</td>
<td>Healthcare</td>
<td>FAU, FIU, UCF, UNF</td>
<td>Yes</td>
<td>151</td>
<td>2019</td>
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<tr>
<td>Civil Engineering</td>
<td>14.0801</td>
<td>STEM</td>
<td>FAMU, FAU, FSU, UF, FIU</td>
<td>No</td>
<td>150-200</td>
<td>2019</td>
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<tr>
<td>Materials Science</td>
<td>10.1001</td>
<td>STEM</td>
<td>No</td>
<td>100</td>
<td></td>
<td>2019</td>
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<tr>
<td><strong>MASTER’S, SPECIALIST AND OTHER ADVANCED MASTER’S PROGRAMS</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Physician Assistant</td>
<td>51.0912</td>
<td>Healthcare</td>
<td>UF, FAMU</td>
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<td>50</td>
<td>2018</td>
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<tr>
<td>Engineering</td>
<td>14.0100</td>
<td>STEM</td>
<td>UF</td>
<td>Yes</td>
<td>50</td>
<td>2018</td>
</tr>
<tr>
<td>Human Resources Mgt</td>
<td>52.1001</td>
<td>Gap</td>
<td>FIU</td>
<td>Yes</td>
<td>45</td>
<td>2018</td>
</tr>
<tr>
<td>Public Administration</td>
<td>44.0401</td>
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<td>FAU, FGCU, FIU, FSU, UCF, UNF</td>
<td>Yes</td>
<td>45</td>
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<tr>
<td>Athletic Training</td>
<td>51.0913</td>
<td>Healthcare</td>
<td>FIU, USF-T</td>
<td>No</td>
<td>50</td>
<td>2019</td>
</tr>
<tr>
<td>Epidemiology</td>
<td>26.1309</td>
<td>STEM</td>
<td>UF</td>
<td>Yes</td>
<td>50</td>
<td>2019</td>
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<tr>
<td>Environmental Health</td>
<td>51.2202</td>
<td>Healthcare</td>
<td>UF</td>
<td>Yes</td>
<td>100</td>
<td>2019</td>
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<td><strong>DOCTORAL PROGRAMS</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Instructional Technology</td>
<td>13.0501</td>
<td>STEM</td>
<td>FSU</td>
<td>Yes</td>
<td>50</td>
<td>2018</td>
</tr>
<tr>
<td>Nursing Practice</td>
<td>51.3818</td>
<td>Healthcare</td>
<td>FAU, FGCU, FIU, FSU, UCF, UF, UNF, USF</td>
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<td>10-12</td>
<td>2019</td>
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<td>Intelligent Systems &amp; Robotics</td>
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<td>No</td>
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<td>2020</td>
</tr>
<tr>
<td>Public Health</td>
<td>51.2201</td>
<td>Healthcare</td>
<td>FAMU, FIU, UF, USF-T</td>
<td>Yes</td>
<td>30</td>
<td>2020</td>
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# UNIVERSITY REVENUES

**University Revenues (in Millions of Dollars)**

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<th>2015-16 Actual</th>
<th>2016-17 Estimated</th>
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</tr>
<tr>
<td>Main Operations</td>
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</tr>
<tr>
<td>State Funds</td>
<td>$114.2</td>
<td>$110.2</td>
</tr>
<tr>
<td>Tuition</td>
<td>$43.7</td>
<td>$45.8</td>
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<tr>
<td><strong>SUBTOTAL</strong></td>
<td><strong>$157.9</strong></td>
<td><strong>$156.0</strong></td>
</tr>
<tr>
<td><strong>EDUCATION &amp; GENERAL TOTAL REVENUES</strong></td>
<td><strong>$157.9</strong></td>
<td><strong>$156.0</strong></td>
</tr>
</tbody>
</table>

Note: State funds include General Revenue funds, Lottery funds, Federal Stimulus funds, and Phosphate Research funds (for Polytechnic) appropriated by the Florida Legislature (as reported in the Annual Accountability Report). Actual tuition includes base tuition and tuition differential fee revenues for resident and non-resident undergraduate and graduate students net of waivers (as reported in the Annual Accountability Report).

<table>
<thead>
<tr>
<th></th>
<th>2015-16</th>
<th>2016-17</th>
</tr>
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<tbody>
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<td><strong>OTHER BUDGET ENTITIES</strong></td>
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<td></td>
</tr>
<tr>
<td>Auxiliary Enterprises</td>
<td>$24.5</td>
<td>$25.5</td>
</tr>
<tr>
<td>Contracts &amp; Grants</td>
<td>$20.5</td>
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<td>Local Funds</td>
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UNIVERSITY TUITION, FEES AND HOUSING PROJECTIONS

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<td>Base Tuition - (6% inc. for 2016-17 to 2019-20)</td>
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<td>$105.07</td>
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<tr>
<td><strong>Fees (per credit hour):</strong></td>
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<tr>
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<td>Green Fee (USF, NCF, UWF only)</td>
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<tr>
<td>Marshall Center Fee (USF only)</td>
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<tr>
<td>Student Affairs Facility Use Fee (FSU only)</td>
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</tr>
<tr>
<td><strong>Total Fees</strong></td>
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<td><strong>Total Tuition and Fees per Credit Hour</strong></td>
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<tr>
<td>% Change</td>
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<tr>
<td><strong>Fees (block per term):</strong></td>
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<tr>
<td>Activity &amp; Service</td>
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<td>Transportation Access</td>
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<tr>
<td>Marshall Center Fee (USF only)</td>
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<tr>
<td>Student Affairs Facility Use Fee (FSU only)</td>
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<td><strong>Total Block Fees per term</strong></td>
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</tr>
<tr>
<td><strong>Total Tuition for 30 Credit Hours</strong></td>
<td>$4,318.50</td>
<td>$4,318.50</td>
<td>$4,318.50</td>
<td>$4,318.50</td>
<td>$4,318.50</td>
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<td>$4,318.50</td>
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<tr>
<td><strong>Total Fees for 30 Credit Hours</strong></td>
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<td>$2,040.50</td>
<td>$2,040.50</td>
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<td>$2,040.50</td>
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<tr>
<td><strong>Total Tuition and Fees for 30 Credit Hours</strong></td>
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<tr>
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<td><strong>Out of State Fees:</strong></td>
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<td>Out-of-State Undergraduate Fee</td>
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<tr>
<td><strong>Total Tuition for 30 Credit Hours</strong></td>
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<td>$16,586.70</td>
<td>$16,586.70</td>
<td>$16,586.70</td>
<td>$16,586.70</td>
<td>$16,586.70</td>
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</tr>
<tr>
<td><strong>Total Fees for 30 Credit Hours</strong></td>
<td>$2,054.40</td>
<td>$2,054.40</td>
<td>$2,054.40</td>
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<td><strong>Total Tuition and Fees for 30 Credit Hours</strong></td>
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<td>$18,641.10</td>
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<td><strong>Housing/Dining:</strong></td>
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<tr>
<td>$ Change</td>
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<td>$9,586.00</td>
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<td>2.8%</td>
<td>2.8%</td>
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</tr>
</tbody>
</table>

<sup>1</sup> cannot be more than 6% of tuition.
<sup>2</sup> cannot be more than 8% of tuition and the out-of-state fee. Amount reported is amount in addition to in-state fee.
<sup>3</sup> as approved by the Board of Governors.
<sup>4</sup> combine the most popular housing and dining plans provided to students.
<sup>5</sup> report current tuition differential. Only UF or FSU can reflect potential increases up to 6%.
## DEFINITIONS

### Performance Based Funding

<table>
<thead>
<tr>
<th>Metric</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Percent of Bachelor's Graduates Enrolled or Employed ($25,000+) One Year After Graduation</td>
<td>This metric is based on the percentage of a graduating class of bachelor’s degree recipients who are enrolled or employed (earning at least $25,000) somewhere in the United States. Students who do not have valid social security numbers and are not found enrolled are excluded. This data now includes non-Florida data from 41 states and districts, including the District of Columbia and Puerto Rico. Sources: Accountability Report (Table 4O). State University Database System (SUDS), Florida Education &amp; Training Placement Information Program (FETPIP) analysis of Wage Record Interchange System (WRIS2) and Federal Employment Data Exchange (FEDES), and National Student Clearinghouse (NSC).</td>
</tr>
<tr>
<td>2. Median Wages of Bachelor’s Graduates Employed Full-time One Year After Graduation</td>
<td>This metric is based on annualized Unemployment Insurance (UI) wage data from the fourth fiscal quarter after graduation for bachelor’s recipients. This data does not include individuals who are self-employed, employed by the military, those without a valid social security number, or making less than minimum wage. This data now includes non-Florida data from 41 states and districts, including the District of Columbia and Puerto Rico. Sources: Accountability Report (Table 4O). State University Database System (SUDS), Florida Education &amp; Training Placement Information Program (FETPIP) analysis of Wage Record Interchange System (WRIS2) and Federal Employment Data Exchange (FEDES), and National Student Clearinghouse (NSC).</td>
</tr>
<tr>
<td>3. Cost to the Student Net Tuition &amp; Fees for Resident Undergraduates per 120 Credit Hours</td>
<td>This metric is based on resident undergraduate student tuition and fees, books and supplies as calculated by the College Board (which serves as a proxy until a university work group makes an alternative recommendation), the average number of credit hours attempted by students who were admitted as FTIC and graduated with a bachelor’s degree for programs that requires 120 credit hours, and financial aid (grants, scholarships and waivers) provided to resident undergraduate students (does not include unclassified students). Source: Accountability Report (Table 1D) – which, combines the Legislature’s annual General Appropriations Act, university required fees and several files (HTD, SFA, SIF) within SUDS.</td>
</tr>
<tr>
<td>4. Six Year FTIC Graduation Rate</td>
<td>This metric is based on the percentage of first-time-in-college (FTIC) students who started in the Fall (or summer continuing to Fall) term and had graduated from the same institution within six years. Source: Accountability Report (Table 4D).</td>
</tr>
<tr>
<td>5. Academic Progress Rate 2nd Year Retention with GPA Above 2.0</td>
<td>This metric is based on the percentage of first-time-in-college (FTIC) students who started in the Fall (or summer continuing to Fall) term and were enrolled full-time in their first semester and were still enrolled in the same institution during the Fall term following their first year with had a grade point average (GPA) of at least 2.0 at the end of their first year (Fall, Spring, Summer). Source: Accountability Report (Table 4B).</td>
</tr>
<tr>
<td>6. University Access Rate Percent of Undergraduates with a Pell-grant</td>
<td>This metric is based the number of undergraduates, enrolled during the fall term, who received a Pell-grant during the fall term. Unclassified students, who are not eligible for Pell-grants, were excluded from this metric. Source: Accountability Report (Table 3E).</td>
</tr>
<tr>
<td>7. Bachelor's Degrees within Programs of Strategic Emphasis</td>
<td>This metric is based on the number of baccalaureate degrees awarded within the programs designated by the Board of Governors as ‘Programs of Strategic Emphasis’. A student who has multiple majors in the subset of targeted Classification of Instruction Program codes will be counted twice (i.e., double-majors are included). Source: Accountability Report (Table 4H).</td>
</tr>
</tbody>
</table>
### 8a. Graduate Degrees within Programs of Strategic Emphasis

This metric is based on the number of graduate degrees awarded within the programs designated by the Board of Governors as ‘Programs of Strategic Emphasis’. A student who has multiple majors in the subset of targeted Classification of Instruction Program codes will be counted twice (i.e., double-majors are included). Source: Accountability Report (Table 5C).

### 8b. Freshmen in Top 10% of High School Class

**Applies to: NCF**

Percent of all degree-seeking, first-time, first-year (freshman) students who had high school class rank within the top 10% of their graduating high school class.

Source: New College of Florida as reported to the Common Data Set (C10).

### BOG Choice Metrics

#### 9a. Percent of Bachelor's Degrees Without Excess Hours

This metric is based on the percentage of baccalaureate degrees awarded within 110% of the credit hours required for a degree based on the Board of Governors Academic Program Inventory.

Note: It is important to note that the statutory provisions of the “Excess Hour Surcharge” (1009.286, FS) have been modified several times by the Florida Legislature, resulting in a phased-in approach that has created three different cohorts of students with different requirements. The performance funding metric data is based on the latest statutory requirements that mandates 110% of required hours as the threshold. In accordance with statute, this metric excludes the following types of student credits (i.e., accelerated mechanisms, remedial coursework, non-native credit hours that are not used toward the degree, non-native credit hours from failed, incomplete, withdrawn, or repeated courses, credit hours from internship programs, credit hours up to 10 foreign language credit hours, and credit hours earned in military science courses that are part of the Reserve Officers’ Training Corps (ROTC) program). Source: State University Database System (SUDS).

#### 9b. Number of Faculty Awards

This metric is based on the number of awards that faculty have earned in the arts, humanities, science, engineering and health fields as reported in the annual ‘Top American Research Universities’ report. Twenty-three of the most prominent awards are considered, including: Getty Scholars in Residence, Guggenheim Fellows, Howard Hughes Medical Institute Investigators, MacArthur Foundation Fellows, National Endowment for the Humanities (NEH) Fellows, National Medal of Science and National Medal of Technology, Robert Wood Johnson Policy Fellows, Sloan Research Fellows, Woodrow Wilson Fellows, to name a few awards. Source: Center for Measuring University Performance, Annual Report of the Top American Research Universities (TARU).

#### 9c. National Ranking for University


### BOT Choice Metrics

#### 10a. Percent of R&D Expenditures Funded from External Sources

**FAMU**

This metric reports the amount of research expenditures that was funded from federal, private industry and other (non-state and non-institutional) sources. Source: National Science Foundation annual survey of Higher Education Research and Development (HERD).

#### 10b. Bachelor's Degrees Awarded to Minorities

**FAU, FGCU, FIU**

This metric is the number, or percentage, of baccalaureate degrees granted in an academic year to Non-Hispanic Black and Hispanic students. This metric does not include students classified as Non-Resident Alien or students with a missing race code. Source: State University Database System (SUDS).
### 10c. National Rank Higher than Predicted by Financial Resources Ranking
**Based on U.S. and World News** FSU

This metric is based on the difference between the Financial Resources rank and the overall University rank. U.S. News measures financial resources by using a two-year average spending per student on instruction, research, student services and related educational expenditures - spending on sports, dorms and hospitals doesn't count.

Source: US News and World Report’s annual National University rankings.

### 10d. Percent of Undergraduate Seniors Participating in a Research Course
**UCF**

This metric is based on the percentage of undergraduate seniors who participate in a research course during their senior year.

Source: New College of Florida.

### 10e. Number of Bachelor Degrees Awarded Annually
**UCF**

This metric is the number of baccalaureate degrees granted in an academic year. Students who earned two distinct degrees in the same academic year were counted twice; students who completed multiple majors or tracks were only counted once.

Source: State University Database System (SUDS).

### 10f. Number of Licenses/Options Executed Annually
**UF**

This metric is the total number of licenses and options executed annually as reported to Association of Technology Managers (AUTM). The benchmarks are based on UF’s rank within AAU institutions. Source: Accountability Report (Table 6A), University of Florida.

### 10g. Percent of Undergraduate FTE in Online Courses
**UNF**

This metric is based on the percentage of undergraduate full-time equivalent (FTE) students enrolled in online courses. The FTE student is a measure of instructional activity that is based on the number of credit hours that students enroll by course level. Distance Learning is a course in which at least 80 percent of the direct instruction of the course is delivered using some form of technology when the student and instructor are separated by time or space, or both (per 1009.24(17), F.S.). Source: Accountability Report (Table 3C), State University Database System (SUDS).

### Number of Postdoctoral Appointees
**USF**

This metric is based on the number of post-doctoral appointees at the beginning of the academic year. A postdoctoral researcher has recently earned a doctoral (or foreign equivalent) degree and has a temporary paid appointment to focus on specialized research/scholarship under the supervision of a senior scholar.

Source: National Science Foundation/National Institutes of Health annual Survey of Graduate Students and Postdoctorates in Science and Engineering (GSS).

### Percentage of Adult Undergraduates Enrolled
**UWF**

This metric is based on the percentage of undergraduates (enrolled during the fall term) who are at least 25 years old at the time of enrollment. This includes undergraduates who are not degree-seeking, or unclassified.

Source: State University Database System (SUDS).

### Preeminent Research University Funding Metrics

<table>
<thead>
<tr>
<th>Metric</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Average GPA and SAT Score</strong></td>
<td>An average weighted grade point average of 4.0 or higher and an average SAT score of 1200 or higher for fall semester incoming freshmen, as reported annually in the admissions data that universities submit to the Board of Governors. This data includes registered FTIC (student type='B','E') with an admission action of admitted or provisionally admitted ('A','P','X').</td>
</tr>
<tr>
<td>Indicator</td>
<td>Description</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Freshman Retention Rate (Full-time, FTIC)</td>
<td>Freshman Retention Rate (Full-time, FTIC) as reported annually to the Integrated Postsecondary Education Data System (IPEDS). The retention rates that are reported in the Board’s annual Accountability report are preliminary because they are based on student enrollment in their second fall term as reported by the 28th calendar day following the first day of class. When the Board of Governors reports final retention rates to IPEDS in the Spring (usually the first week of April), that data is based on the student enrollment data as reported after the Fall semester has been completed. The preliminary and final retention rates are nearly identical when rounded to the nearest whole number.</td>
</tr>
<tr>
<td>6-year Graduation Rate (Full-time, FTIC)</td>
<td>Cohorts are based on undergraduate students who enter the institution in the Fall term (or Summer term and continue into the Fall term). Percent Graduated is based on federal rate and does not include students who originally enroll as part-time students, or who transfer into the institution. This metric complies with the requirements of the federal Student Right to Know Act that requires institutions to report the completion status at 150% of normal time (or six years). For more information about how this data is calculated, see: <a href="http://www.flbog.edu/about/budget/docs/performance_funding/PBF_GRADUATION_and_RETENTION_Methodology_FINAL.pdf">http://www.flbog.edu/about/budget/docs/performance_funding/PBF_GRADUATION_and_RETENTION_Methodology_FINAL.pdf</a>.</td>
</tr>
<tr>
<td>National Academy Memberships</td>
<td>National Academy Memberships held by faculty as reported by the Center for Measuring University Performance in the Top American Research Universities (TARU) annual report or the official membership directories maintained by each national academy.</td>
</tr>
<tr>
<td>Science &amp; Engineering Research Expenditures ($M)</td>
<td>Science &amp; Engineering Research Expenditures, including federal research expenditures as reported annually to the National Science Foundation (NSF).</td>
</tr>
<tr>
<td>Non-Medical Science &amp; Engineering Research Expenditures ($M)</td>
<td>Total S&amp;E research expenditures in non-medical sciences as reported to the NSF. This removes medical sciences funds (9F &amp; 12F in HERD survey) from the total S&amp;E amount.</td>
</tr>
<tr>
<td>Patents Awarded (3 calendar years)</td>
<td>Total patents awarded by the United States Patent and Trademark Office (USPTO) for the most recent three calendar year period. Due to a year-lag in published reports, Board of Governors staff query the USPTO database with a query that only counts utility patents: &quot;(AN/&quot;University Name&quot; AND ISD/yyyyymmdd-&gt;yyyyymmdd AND APT/1)&quot;.</td>
</tr>
<tr>
<td>Doctoral Degrees Awarded Annually</td>
<td>Doctoral degrees awarded annually, as reported annually in the Board of Governors Accountability Report.</td>
</tr>
<tr>
<td>Number of Post-Doctoral Appointees</td>
<td>The number of Postdoctoral Appointees awarded annually, as reported in the TARU annual report. This data is based on National Science Foundation/National Institutes of Health annual Survey of Graduate Students and Postdoctorates in Science and Engineering (GSS).</td>
</tr>
<tr>
<td>Endowment Size ($M)</td>
<td>This data comes from the National Association of College and University Business Officers (NACUBO) and Commonfund Institute’s annual report of Market Value of Endowment Assets - which, due to timing, may release the next fiscal year’s data after the Board of Governors Accountability report is published.</td>
</tr>
<tr>
<td>Key Performance Indicators</td>
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<tr>
<td>----------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Teaching &amp; Learning Metrics</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Freshmen in Top 10% of HS Graduating Class</strong></td>
<td>Percent of all degree-seeking, first-time, first-year (freshman) students who had high school class rank within the top 10% of their graduating high school class. As reported by the university to the Common Data Set (C10).</td>
</tr>
<tr>
<td><strong>Professional/Licensure Exam First-time Pass Rates</strong></td>
<td>The number of exams with first-time pass rates above and below the national or state average, as reported in the annual Accountability report, including: Nursing, Law, Medicine (3 subtests), Veterinary, Pharmacy, Dental (2 subtests), Physical Therapy, and Occupational Therapy.</td>
</tr>
<tr>
<td><strong>Average Time to Degree for FTIC in 120hr programs</strong></td>
<td>This metric is the number of years between the start date (using date of most recent admission) and the end date (using the last month in the term degree was granted) for a graduating class of first-time, single-major baccalaureates in 120 credit hour programs within a (Summer, Fall, Spring) year.</td>
</tr>
<tr>
<td><strong>FTIC Graduation Rates</strong></td>
<td>As reported in the annual Accountability report (table 4D), First-time-in-college (FTIC) cohort is defined as undergraduates entering in fall term (or summer continuing to fall) with fewer than 12 hours earned since high school graduation. The rate is the percentage of the initial cohort that has either graduated from or is still enrolled in the same institution by the fourth academic year. Both full-time and part-time students are used in the calculation. The initial cohort is revised to remove students, who have allowable exclusions as defined by IPEDS, from the cohort.</td>
</tr>
<tr>
<td><strong>Bachelor’s Degrees Awarded</strong></td>
<td>This is a count of baccalaureate degrees awarded as reported in the annual Accountability Report (Table 4G).</td>
</tr>
<tr>
<td><strong>Graduate Degrees Awarded</strong></td>
<td>This is a count of graduate degrees awarded as reported in the Accountability Report (Table 5B).</td>
</tr>
<tr>
<td><strong>Bachelor’s Degrees Awarded To African-American and Hispanic Students</strong></td>
<td>Non-Hispanic Black and Hispanic do not include students classified as Non-Resident Alien or students with a missing race code – as reported in the Accountability Report (table 4I). Students who earn two distinct degrees in the same term are counted twice – whether their degrees are from the same six-digit CIP code or different CIP codes. Students who earn only one degree are counted once – even if they completed multiple majors or tracks. Percentage of Degrees is based on the number of baccalaureate degrees awarded to non-Hispanic Black and Hispanic students divided by the total degrees awarded - excluding those awarded to non-resident aliens and unreported.</td>
</tr>
<tr>
<td><strong>Adult (Aged 25+) Undergraduates Enrolled</strong></td>
<td>This metric is based on the age of the student at the time of enrollment (not upon entry). Age acts as a surrogate variable that captures a large, heterogeneous population of adult students who often have family and work responsibilities as well as other life circumstances that can interfere with successful completion of educational objectives.</td>
</tr>
<tr>
<td><strong>Percent of Undergraduate FTE Enrolled in Online Courses</strong></td>
<td>Full-time Equivalent (FTE) student is a measure of instructional activity that is based on the number of credit hours that students enroll. FTE is based on the US definition, which divides undergraduate credit hours by 30. Distance Learning is a course in which at least 80 percent of the direct instruction of the course is delivered using some form of technology when the student and instructor are separated by time or space, or both (per 1009.24(17), F.S.).</td>
</tr>
<tr>
<td><strong>Percent of Bachelor’s Degrees in STEM &amp; Health</strong></td>
<td>The percentage of baccalaureate degrees that are classified as STEM by the Board of Governors in the SUS program inventory as reported in the annual Accountability Report (Table 4H).</td>
</tr>
<tr>
<td><strong>Percent of Graduate Degrees in STEM &amp; Health</strong></td>
<td>The percentage of baccalaureate degrees that are classified as STEM by the Board of Governors in the SUS program inventory as reported in the annual Accountability Report (Table 5C).</td>
</tr>
</tbody>
</table>
### Key Performance Indicators (continued)

#### Scholarship, Research & Innovation Metrics

**Faculty Awards**


**Total Research Expenditures (SM)**

Total expenditures for all research activities (including non-science and engineering activities) as reported in the National Science Foundation annual survey of Higher Education Research and Development (HERD).

**Percent of R&D Expenditures funded from External Sources**

This metric reports the amount of research expenditures that was funded from federal, private industry and other (non-state and non-institutional) sources.

Source: National Science Foundation annual survey of Higher Education Research and Development (HERD).

**Licenses/Options Executed**

Licenses/options executed in the fiscal year for all technologies as reported in the annual Accountability Report (table 6A).

**Number of Start-up Companies**

The number of start-up companies that were dependent upon the licensing of University technology for initiation as reported in the annual Accountability Report (table 6A).
UWF Board of Trustees Meeting
June 29, 2017

Issue: Estimated FY 2017-18 Consolidated Operating Budget

Proposed action: Approve and Authorize

Background information:

The FY 2017-18 Consolidated Operating Budget for the University of West Florida is due to the Florida Board of Governors in August 2017. The UWF budget incorporates state appropriations as well as local revenue sources, and overall reflects the strategic plans of the university. It contains the following fund groups: Education and General, Auxiliaries, Contracts and Grants, Athletics, Student Activity, Financial Aid, Concessions, Technology, and Board Approved Fees (Green Fee).

As a member of the State University System of Florida, UWF operates within the policies and rules of the Legislature, the Florida Board of Governors, and the UWF Board of Trustees. The budget and funds allocated in the UWF FY 2017-18 Consolidated Operating Budget are within the authority provided by the 2017 General Appropriations Act and by Florida Statues.

Recommendations:

1. Approve the estimated Operating Budget for the fiscal year ending June 30, 2018 for both appropriated and non-appropriated funds.

2. Authorize the President to make subsequent changes to the budget as needed, including the changes between the estimated budget and the budget to be submitted to the Florida Board of Governors by August 2017, and other changes during the fiscal year.

Implementation: N/A

Fiscal Implications: Fiscal oversight by the UWF Board of Trustees for the University of West Florida

Supporting documents:

Estimated FY 2017-18 Consolidated Operating Budget (2 pages)

Prepared by: Mr. Jeffrey A. Djerlek, Associate Controller, 850-474-2759, jdjerlek@uwf.edu

Facilitator/Presenter: Mrs. Colleen M. Asmus, Associate Vice President for Finance/University Controller
<p>| Education Carry Student Contracts Financial Board Approved &amp; General Forward Auxiliaries Athletics Activity &amp; Grants | Revenues &amp; Transfers In: |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Beginning Balance $0 | $55,524,381 | $28,337,467 | $83,872 | $1,214,084 | $8,206,052 | $455,060 | $297,897 | $2,172,346 | $343,241 | $96,634,401 |
| 1. State Appropriated Funds $119,377,564 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $119,377,564 |
| 2. Enhancement Trust Fund (Lottery) $8,085,131 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $8,085,131 |
| 3. Student Fee Trust Fund (Tuition) $45,798,775 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $45,798,775 |
| 4. Federal Grants Trust Fund (Education) $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 5. Federal Grants Trust Fund (Miscellaneous) $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 6. Sales of Goods &amp; Services $0 | $1,066,092 | $228,500 | $13,000 | $0 | $0 | $0 | $0 | $0 | $0 | $1,847,592 |
| 7. Fees $0 | $198,352,204 | $4,817,000 | $2,500,000 | $30,181 | $2,250,000 | $0 | $0 | $0 | $0 | $21,381,061 |
| 8. Miscellaneous Receipts $0 | $3,303,023 | $692,762 | $13,000 | $1,126,845 | $26,150,000 | $0 | $0 | $0 | $0 | $31,452,970 |
| 9. Other Grants &amp; Donations $0 | $0 | $0 | $0 | $0 | $5,088,928 | $0 | $0 | $0 | $0 | $5,088,928 |
| 10. Rent $0 | $353,208 | $353,208 | $5,550 | $0 | $0 | $0 | $0 | $0 | $0 | $358,758 |
| 11. U.S. grants $0 | $0 | $3,157,943 | $0 | $0 | $11,143,326 | $52,000,000 | $0 | $0 | $0 | $63,154,326 |
| 12. Gift, Legacy &amp; State grants $0 | $0 | $0 | $0 | $0 | $8,856,354 | $52,000,000 | $0 | $0 | $0 | $53,856,354 |
| 13. Other Revenue $0 | $3,157,943 | $0 | $0 | $0 | $551,486 | $0 | $0 | $0 | $0 | $3,708,430 |
| 14. Total Additions to Fund Balance $172,261,470 | $0 | $28,273,467 | $3,743,832 | $2,276,000 | $21,766,931 | $80,762,060 | $465,217 | $3,570,856 | $0 | $314,379,498 |
| 15. Total Resources Available $172,261,470 | $0 | $55,524,381 | $56,610,938 | $5,827,704 | $4,490,848 | $29,972,963 | $80,762,060 | $465,217 | $3,570,856 | $508,206 | $411,013,899 |
| Expenditures &amp; Transfers Out: |
| 16. Salaries &amp; Benefits $102,433,551 | $3,700,000 | $8,107,790 | $2,494,146 | $1,512,710 | $6,120,862 | $0 | $0 | $0 | $0 | $124,369,059 |
| 17. Other Personal Services (OPS) $8,150,363 | $1,000,000 | $3,132,955 | $442,058 | $671,465 | $2,083,561 | $0 | $0 | $0 | $0 | $15,461,363 |
| 18. Expenses $59,967,308 | $15,300,000 | $15,507,356 | $2,674,328 | $649,469 | $13,304,850 | $79,500,000 | $67,320 | $1,187,118 | $229,367 | $186,387,365 |
| 19. Other Capital Outlay (OCO) $281,300 | $2,000,000 | $667,357 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $4,411,299 |
| 20. Library Resources $1,190,186 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $1,190,186 |
| 21. Risk Management $495,813 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $495,813 |
| 22. Financial Aid $742,949 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $742,949 |
| 23. Debt Service $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 24. Expenditures from Carry Forward $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 25. Transfers $0 | $0 | $347,101 | $213,300 | $269,004 | $418,000 | ($116,961) | $100,000 | $0 | $0 | $0 |
| 26. Fixed Capital Outlay (FCO) $0 | $0 | $4,111,299 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $4,111,299 |
| 27. Total Resources Used $172,261,470 | $22,000,000 | $31,480,615 | $5,793,832 | $2,103,988 | $21,116,628 | $79,383,089 | $167,320 | $2,875,034 | $0 | $339,411,452 |
| Net Change $0 | ($22,000,000) | ($3,207,145) | ($55,000) | ($5,000) | ($172,102) | ($650,303) | ($943,961) | ($0) | ($1,476,524) | ($64,652) | ($25,031,955) |
| Ending Balance $0 | $33,524,381 | $25,130,324 | $33,872 | $1,386,186 | $8,856,354 | $1,399,021 | $297,897 | $695,822 | $278,589 | $71,602,447 |</p>
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<th>Change</th>
<th>Est FY 18</th>
<th>Current Modified</th>
<th>Change</th>
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<th>Change</th>
<th>Est FY 18</th>
<th>Current Modified</th>
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<td>Education &amp; General</td>
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<td>Auxiliaries</td>
<td>Athletics</td>
<td>Student Activity</td>
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<tr>
<td>2. Tuition</td>
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<td>$4,600,116</td>
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<tr>
<td>3. Student Fee Trust Fund (Tuition)</td>
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<td>($45,178,766)</td>
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<td>12. State Grants &amp; Donations</td>
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<td>13. University Revenue</td>
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<tr>
<td>16. University Indirect Costs (UDC)</td>
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<tr>
<td>17. Student Services (SGC)</td>
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<tr>
<td>18. University Indirect Costs (UDC)</td>
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<tr>
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<tr>
<td>20. Student Services (SGC)</td>
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Issue: Scenic Hills Country Club Approval of Purchase

Proposed Action: Review by BOT and Approval of Sale

Background Information: Following the issuance of ITN #15ITN-06RP on October 30, 2015, consultations, interviews and negotiations have been undertaken with a substantial number of potential golf and club operators, management companies and consultants. During this process the market for sale, lease, and/or management of the Scenic Hills Country Club (SHCC) along with the status of SHCC operations and revenues has been thoroughly reviewed and vetted by multiple independent experts and organizations. This Board has received periodic updates on the progress of these initiatives.

A formal offer to purchase SHCC was received on May 16, 2017 and a Letter of Intent was agreed to which sets forth the details of the sale of SHCC to Capital Conceptz, LLC of Pensacola, FL. The sale price will be $1.0 million. The proceeds will be sufficient to retire the balance of the loan with ServisFirst Bank.

In accordance with the University of West Florida Real Property Policy, BOT-10.01-03/13 (“the Policy”), the sale of real property valued in excess of $1,000,000 by a DSO, must be reviewed by the University CFO and the DSO Board. After those steps are completed, the University BOT will review the transaction.

In compliance with Section 7 of the Policy, the University CFO, Steve Cunningham reviewed this transaction to ensure compliance with the applicable requirements set forth in Section 7.2 of the Policy.

Section 5 of the Policy requires the BEI Board to review the transaction to ensure that disposition of SHCC is appropriate based upon a determination by the Board “that the real property is not needed (nor will it be in the future) to fulfill the mission.” This determination along with BEI approval and endorsement of the sale was completed on May 26.

It is requested that the Board of Trustees:

- Approve this sale of SHCC under the terms described, and
- delegate to Steve Cunningham, the CEO of BEI, the authority to negotiate ancillary terms and execute the Purchase and Sale Agreement to effectuate this transaction, in accordance with Section 4.5 of the BEI bylaws.
Implementation Plan:
In accordance with the Letter of Intent, closing will occur as soon as possible (within 60 days) following execution of the Purchase and Sale Agreement between the parties. Prior to closing, the disposition of all inventories, personnel, and contracts will be coordinated between the parties. The buyer will assume all remaining obligations as of the closing date.

Fiscal Implications: The sale price is sufficient to retire the note. Any remaining obligations associated with SHCC will be coordinated by the CEO within the context of overall BEI operations.

Supporting documents: Letter of Intent between the parties dated May 16, 2017. BOT-10.01-03/13, University of West Florida Real Property Policy

Prepared by: Dr. Steve Cunningham, UWF BEI Chief Executive Officer, scunningham1@uwf.edu, 850-474-2210

Facilitator/Presenter: Dr. Steve Cunningham, UWF BEI Chief Executive Officer, scunningham1@uwf.edu, 850-474-2210
LETTER OF INTENT

May 16, 2017
CAPITAL CONCEPTZ LLC
8890 THUNDERBIRD DR.
PENSACOLA, FL 32514

ATTENTION: Dr. Steven Cunningham
Vice President, Division of Finance and Administration
The University of West Florida

RE: Letter of Intent to Purchase
Scenic Hills Country Club
8891 Burning Tree Rd, Pensacola, FL 32514

Dear Sir:

This letter ("Letter of Intent") sets forth the basic terms and conditions pursuant to which CAPITAL CONCEPTZ LLC (collectively, the "Buyer") shall purchase from UWF Business Enterprises, Inc. (the "Seller"), that certain property commonly known as Scenic Hills Country Club (the "Property"). Following execution of this Letter of Intent, Seller will prepare a Purchase and Sale Agreement containing the terms and conditions set forth herein and such other customary terms and conditions as are reasonably acceptable to Buyer and Seller ("Purchase and Sale Agreement").

Property: The Property includes that certain real property described in the deed of record in Book 6878, page 556, Official Records, Escambia County, Florida and all improvements thereon, and all of the other intangible and personal property utilized in the ownership and operation of the Scenic Hills Country Club (in addition to all improved and unimproved land and sites which are part of a planned development for which the golf club serves as an amenity), including but not limited to: personal property, equipment, food and pro shop inventories, and transferable licenses and permits but expressly excluding the use of the name University of West Florida or UWF (collectively the "Property"). The Property shall be acquired from Seller, free and clear of all monetary liens and encumbrances.

Purchase Price: The purchase price for the Property shall be One Million Dollars ($1,000,000.00). In addition to the Purchase Price, Buyer and Seller will negotiate assumption of all leases and non-cancellable contracts.

Deposit: Buyer shall deposit earnest money in the amount of five percent (5%) of the Purchase Price, which is Fifty Thousand Dollars, $50,000.00 (the "Deposit") into an escrow account with Coastal Bank and Trust within three (3) business days of the acceptance of the Purchase and Sale Agreement by both Buyer and Seller. The deposit will become non-refundable upon completion of the Buyer’s Due Diligence Period. If the Buyer decides not to terminate the Purchase and Sale Agreement then at closing said Deposit will be applied against the Purchase Price. Any interest on the Deposit will accompany the Deposit.

Due Diligence: Buyer shall complete all due diligence within Thirty (30) days after the acceptance of the Purchase and Sale Agreement ("Due Diligence Period"), and closing shall take place within Thirty (30) days after the Due Diligence Period, unless extended by mutual agreement of the parties. Within Seven (7) business days of Buyer and Seller’s execution of the Purchase and Sale Agreement, Seller shall provide Buyer with customary due diligence information to the extent available and in Seller’s actual possession, regarding the ownership and operation of the Property. Buyer shall pay all of Buyer’s due diligence expenses, including, without limitation, the cost of a survey of the real property, an environmental report, and any other studies that

Letter of Intent
they may require. If Buyer or Buyer’s Lender shall require a survey, then Buyer shall contract for, and provide Seller with, proof of said contract for the Survey of the property within Ten (10) days of signing the Purchase and Sale Agreement.

**Source of Funds:** Buyer, within Fifteen (15) days of signing this Letter of Intent, will deliver to Seller verification of the funds available to close the escrow on either an all cash or cash to a new loan basis, which will be approved by Seller at its sole discretion. This offer to purchase is NOT contingent on financing.

**Inventories:** The Purchase and Sale Agreement shall provide that Buyer will purchase all pro-shop inventory, non-perishable food and beverage inventory and golf course maintenance supplies for an additional Purchase Price in an amount equal to Seller’s cost for said items, not to exceed $ Included in purchase price.

**Golf Carts Lease, Equipment Lease and Other Seller Liabilities:** Seller currently leases golf carts, maintenance equipment, and other equipment used at the golf course under Master Lease Agreements (collectively the “Equipment Leases”). Buyer and Seller agree to negotiate obligations and pay off the Equipment Leases.

**Pro-rata:** Taxes, utility charges, rents, membership fees, and other income and expense items pertaining to the ownership and operation of the Property shall be prorated between Seller and Buyer as of the closing.

**Closing Costs:** All closing costs shall be prorated between Buyer and Seller as specified in the Purchase and Sale Agreement.

**Confidential Information:** Buyer acknowledges that Seller will be providing access to Seller’s confidential information concerning the Property following the execution of this Letter of Intent. Buyer agrees to retain such information as confidential. Each of the undersigned agree to keep the terms and provisions of this Letter of Intent strictly confidential and agree that they shall not disclose such information or the terms and provisions of this Letter of Intent to any person or entity (other than to their respective counsel, shareholders, directors, lenders, advisors, consultants, or employees) or otherwise as required by applicable law. The Buyer acknowledges and agrees that the terms and provisions of this Paragraph shall be binding on the parties and shall survive the termination of this Letter of Intent.

**Counterparts:** This Letter of Intent may be executed in one or more counterparts, each of which shall be deemed an original, but all of which will be deemed one instrument. Acceptance by facsimile shall be deemed binding.

**Good Faith Negotiations:** For Thirty (30) days after the date of this Letter of Intent, or until this Letter of Intent is terminated earlier as permitted herein, the Seller and the Buyer shall negotiate in good faith the terms and conditions of the Purchase and Sale Agreement, which must be acceptable to both parties. The parties agree that there shall be no binding agreement between Buyer and Seller for the sale and purchase of the property unless and until Buyer and Seller sign a Purchase and Sale Agreement, such purchase and agreement will be subject to approval by UWF Board of Trustees. If Buyer and Seller do not execute a Purchase and Sale Agreement within Thirty (30) days of the date this Letter of Intent is executed, this Letter of Intent shall automatically terminate.

It is understood by both parties that this Letter of Intent is merely a guide to the preparation of a mutually satisfactory agreement, and is not intended to be binding between the parties other than the confidentiality obligations set forth above which are enforceable and survive termination. This letter is intended as a general outline of the terms and conditions upon which both parties hereto would consider entering into a formal written agreement and the execution and delivery of the formal written agreement is a condition precedent to the parties’ obligations set forth herein other than the confidentiality obligations set forth above which are enforceable and survive termination.

Neither party may claim any legal rights against the other by reason of actions taken in reliance upon this non-binding Letter of Intent, including, without limitations, any partial performance of the transactions contemplated herein. The parties acknowledge that this non-binding Letter of Intent does not address all essential terms of the
transaction contemplated by this letter and that such essential terms will be the subject of further negotiations. The parties acknowledge and agree that either party shall have the right to terminate the negotiation of a formal written agreement for any reason or no reason and that neither party owes the other party any duty to negotiate a formal written agreement.

This letter supersedes any previous negotiations between the parties relating to the Property. If this letter accurately sets forth your understanding of the status of the negotiations between Buyer and Seller to date, please sign the enclosed copy of this letter and return it to the undersigned. If a definitive Agreement has not been executed by the parties on or before the date that is Thirty (30) from the date of execution by both parties of this Letter of Intent, this Letter of Intent shall be of no further force or effect.

Please acknowledge your acceptance of the terms of this Letter of Intent by executing a copy of this letter and returning via facsimile and US Mail the executed copy to:

**BUYER:**

CAPITAL CONCEPTZ, LLC

By: [Signature]

Its: Managing Member

Date: 5/14/17

**SELLER:**

UWF Business Enterprises, Inc.

By: [Signature]

Its: Chief Executive Officer

Date: 5/14/17
## Contents

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TO: The University of West Florida Community
FROM: The University of West Florida Board of Trustees
SUBJECT: UWF Real Property Policy

1.0 DEFINITIONS

Words and terms used herein shall have the same meanings, for the purpose of this Real Property Policy, ascribed to them in Exhibit A attached hereto or elsewhere defined in this Real Property Policy unless the context or use clearly indicates a different meaning.

2.0 PURPOSE AND INTENT

The University of West Florida Board of Trustees is the public body corporate created by Article IX, Section 7 of the Constitution of the State of Florida and empowered by Section 1001.74 Florida Statutes, to administer the University of West Florida (the “Trustees” or “Board of Trustees”). As the administering body corporate of the University of West Florida (the “University” or “UWF”), the Trustees hold the assets of the University in trust and are responsible for the efficient and effective use of its resources.

Direct Support Organizations are separately incorporated and operate exclusively for the benefit of the University. The Trustees, pursuant to Section 1004.28, Florida Statutes, are authorized to establish, decertify and provide oversight of the University’s Direct Support Organizations (“DSO”s) and they establish the conditions with which these entities must comply in order to use property of the University. This policy is intended to provide guidance to the University and its DSOs in in connection with these assets.

3.0 STATEMENT OF POLICY

3.1 This Policy is intended to permit the purchase, sale or leasing of improved or unimproved real property covered by this Policy in a manner that provides the best value.

3.2 This Policy is intended to ensure that the use of real property covered by this Policy (consisting of land, buildings, leaseholds, water rights, air rights and mineral rights) supports UWF’s mission, minimizes financial risk, and avoids inappropriate use.

3.3 The University Vice President of Business, Finance, and Facilities/CFO (“CFO”), on behalf of the Board of Trustees, is charged with primary responsibility for administering this Policy.

3.4 This Policy is intended to exclude real estate transactions entered into for investment purposes from this Policy, as they are covered by applicable investment policies.
3.5 This Policy is not intended to replace or amend the University’s Debt Management Guidelines (the “Guidelines”). As set forth therein, debt of the University and its DSOs may only be incurred pursuant to the provisions of the Guidelines and applicable law. Conventional mortgages may be granted by the University’s DSOs for real property acquisition without further approvals, provided that the University reserves the right to approve the grant of such mortgages in excess of $1,000,000.

4.0 ENTITIES COVERED BY THIS POLICY

4.1 The Policy applies to all University centers, institutes, departments, and DSOs.

4.2 Real property activities covered by this Policy, require approval by the appropriate center, institute, department, or DSO Board of Directors and, in certain instances defined later in this Policy, review by the Board of Trustees.

5.0 ACQUIRING, LEASING AND DISPOSING OF REAL PROPERTY

5.1 The University’s real property (land, buildings, leaseholds, air rights, water rights, and mineral rights) is held in trust by the State of Florida or other State entity, the University or DSO, and is managed, as appropriate, by the University Board of Trustee or the Board or the Boards of Directors of the DSOs.

5.2 The Board of Trustees reserves to itself the right to review, in a timely manner, material real property transactions covered by this Policy. Material real property transactions of UWF entities covered by this Policy are generally space leases for total cumulative rentals over the term of the lease exceeding $500,000, ground leases with cumulative rentals in excess of $100,000 or for property upon which improvements will be constructed with an estimated value exceeding $2,000,000, privatized development projects exceeding $2,000,000 in construction cost, and the gift, purchase or sale of real property having a value greater than $1,000,000.

5.3 The Board of Trustees’ review of material real property transactions will be conducted prior to the execution of agreements and follows a review by the University institute, center, department, DSO Board, and the University CFO, to ensure that the use of the facilities supports the mission, minimizes insurance risk, clarifies legal responsibilities and avoids inappropriate use.

5.4 The University CFO is responsible for facilitating the Board of Trustees’ prior review of material real property transactions in a timely manner. Upon submission for review, the submitting entity will be notified of the anticipated Board of Trustees review date in a timely manner.

5.5 Acquisitions of real property covered by this Policy must support the educational, research or outreach mission. Dispositions of real property may occur when it is determined that the real property is not needed (nor will it be in the future) to fulfill the mission.
5.6 A privatized development project involving private sector owner/operators must serve a UWF institutional purpose, serve a demonstrated institutional need, and meet appropriate design and construction standards. The University CFO shall review and approve design and construction standards for all privatized development projects of UWF entities covered by this Policy prior to the execution of agreements and/or commencement of the selected solicitation process.

5.7 UWF entities covered by this Policy will minimize their exposure to legal and financial claims for damages under applicable laws, including those governing the environment and hazardous materials, by ensuring that all appropriate due diligence is conducted concerning the proposed real property asset, prior to acquisition.

5.8 UWF entities covered by this Policy will dispose of property expeditiously and in a manner that maximizes returns, considers public purposes and avoids conflicts of interest.

6.0 LEASING AND USING NON-UWF REAL PROPERTY

6.1 UWF entities covered by this Policy may lease (acting as lessee) non-UWF real property (land or building space) only for institutional purposes. Such leasing activities will comply with UWF’s regulation and policy pertaining to leased property. (See UWF Reg. 6.002 and UWF Policy FDO-1.01 - 03/09). UWF institutes, centers, departments, and DSOs are responsible for the proper use of leased property under their control.

7.0 UWF REAL PROPERTY TRANSACTIONS

7.1 Prior to the approval of real property transactions by UWF entities covered by this Policy, the following practices will be considered to ensure that the use of covered facilities supports the institutional mission, minimizes financial and insurance risks, clarifies the legal responsibilities and avoids inappropriate use.

7.2 Each real property transaction covered by this Policy shall be reviewed by University CFO to ensure compliance with the following:

   a. Consistency with the UWF Strategic Plan.

   b. Responsible decision-making and coordinating communications regarding the transaction at issue.

   c. A designated budget source or appropriate funding source for the transaction.

   d. Compliance with Florida Statutes and Regulations, as applicable, and University Regulations and Policies.

   e. Prior to acquisition of real property, the University shall obtain at least one appraisal by an appraiser with Members of Appraisal Institute (MAI) status, for each purchase in an amount greater than $100,000 and not more than $500,000. For each purchase in an
amount in excess of $500,000, the University shall obtain at least two appraisals. If the agreed to purchase price exceeds the average appraised value, the purchase must be approved by an affirmative vote of 2/3 or more of the members of the Board in attendance at the meeting at which the vote is taken. If the acquisition of real property is by the University, the appraisals described herein must be performed by an appraiser approved pursuant to Section 253.025(6)(b), Florida Statutes. If the acquisition of real property is by a DSO, prior to acquisition of real property, the DSO shall obtain at least one appraisal by an appraiser with Members of Appraisal Institute (MAI) status. If the agreed to purchase price exceeds the appraised value, the purchase must be approved by an affirmative vote of 2/3 or more of the members of the DSO Board in attendance at the meeting at which the vote is taken.

f. Prior to the acquisition of real property, a qualified consultant, acceptable to the CFO, shall perform an environmental review on each parcel of real property to determine if there are any environmental problems affecting the property and, if the environmental review indicates concerns, additional investigations will be performed as recommended.

g. Prior to sale or donation of real property, the University or DSO shall obtain at least one appraisal by an appraiser with Members of Appraisal Institute (MAI) status, for each sale or donation in an amount greater than $500,000.

h. Prior to acquisition of real property, necessary documentation concerning the property should be provided by the seller, including but not limited to evidence of title, land survey, soil and other surveys and tests, and verification of legal access.

i. Prior to acquisition of real property, a determination will be made concerning availability of insurance for the facility and improvements, and arrangements will be made for appropriate insurance upon acquisition.

j. Following the real property closing, the Office of General Counsel or counsel to the DSO will file the Statement of Owner of Real Estate Claimed to be Exempt from Taxation with the appropriate city and county offices for properties acquired.

k. Prior to approval of a sublease of UWF property, proposals for sublease shall be received and evaluated in a manner consistent with Florida Statutes and competitive practices, including receipt of appropriate appraisal(s). In any event appraisals will be obtained in connection with subleases for space with cumulative rentals over $500,000, ground leases with cumulative rentals in excess of $100,000, and ground leases for land upon which improvements with an estimated value of $2,000,000 or more will be constructed. Subleases will contain standard terms and conditions appropriate to subleases of State property, including provision for title to improvements to vest with the state upon completion of construction or expiration/termination of the sublease.
8.0 EXCEPTIONS TO POLICY

8.1 Exceptions to some of the requirements specified in this Policy may occasionally occur. The University CFO and respective DSO Board, if applicable, shall be informed immediately of any potential exception.

8.2 Each proposal for exception shall be reviewed by the University CFO and other officials he/she deems appropriate. Exceptions may be temporary or more permanent; they may be self-correcting, require specific action or require no action. If specific action is required, the University’s CFO will determine the course of action that will correct exceptions.

8.3 The Board of Trustees and the DSO Board, as appropriate, will review exceptions and the course of action to correct the exceptions. The Board of Trustees reserves to itself the exclusive right to revise or grant exceptions to this Policy.

Adopted by the University of West Florida Board of Trustees March 19, 2013.
EXHIBIT A - DEFINITIONS

“Board” of the University means the University of West Florida Board of Trustees. “Board” of the University shall include the Executive Committee, provided that the Board has delegated appropriate authority to an Executive Committee.

“Board” of the DSO means the governing body for such entity and shall include the Executive Committee, provided that the Board has delegated appropriate authority to an Executive Committee.

“DSO” means a direct support organization certified by the University Board of Trustees in accordance with the provisions of Section 1004.28, Florida Statutes.

“Executive Committee” means the Executive Committee of the University of West Florida Board of Trustees or DSO Board, provided that the Board has delegated appropriate authority to an Executive Committee.

“Office of General Counsel” means the University General Counsel, Office of the University General Counsel, outside counsel retained by the Office of General Counsel or counsel of the DSO.

“Statutes” mean the Federal and State of Florida laws and regulations, the State of Florida Administrative Code Rules of the Department of Education applicable to the University, the Board of Governors’ regulations/policies, and any Statutes and Rules applicable to DSOs, including Section 1004.28, Florida Statutes, and any applicable University regulations.

“Trustees” means the members of the University of West Florida Board of Trustees.
Issue: Approval of the UWF 2017-2022 Strategic Plan

Proposed action: Approval

Background information:

The University of West Florida’s current strategic plan is set to expire on June 30, 2017.

An internal planning team conducted open town meetings during the Fall 2016 and Spring 2017 semesters. Notices for meetings were made through @UWF, and drafts of the plan were made available through the ASPIRE web site.

A draft of the updated Mission, Vision, Values and Strategic Directions for UWF were presented at the May 25, 2017 Special Board of Trustees meeting as an information item.

Recommendation: Endorse the Strategic Plan for submission to the State University System Board of Governors for final approval.

Implementation Plan: The new strategic plan will be effective on July 1, 2017 and will continue through June 30, 2022.

Fiscal Implications: Budget recommendations in the coming years will be informed by the Strategic Plan.

Supporting documents:
UWF Strategic Plan: 2017-2022

Prepared by: Dr. Martha Saunders, President, msaunders@uwf.edu, 850-474-2200; Bob Dugan, Dean of Libraries, rdugan@uwf.edu, 850-474-2446

Presenters: Dr. Martha Saunders, President
The University of West Florida’s strategic plan for 2017-2022 builds upon the solid foundation of teaching, research, and service established since we opened our doors in 1967. The plan is built on five strategic directions and highlights priorities for transformation and growth.

Mission

Our Mission at UWF is to

- Provide high-quality undergraduate and graduate education,
- Conduct teaching and research that services the body of knowledge, and
- Contribute to the needs of professions and society.

The President’s Vision for UWF

A spirited community of learners, launching the next generation of big thinkers who will change the world.

Values

Our institutional values -- shared by students, faculty and staff -- make UWF a great place to learn and to work. UWF maintains policies and practices and pursues initiatives congruent with our values.

UWF Operates with Integrity in All Matters: Doing the Right Thing for the Right Reason

Caring: Maintaining a safe, dynamic learning and working environment that fosters the development of individual potential.

Collaboration: Promoting a culture of supportive and cooperative interactions and communication to advance and achieve shared expectations and goals.

Creativity: Providing opportunities to imagine, innovate, inspire and express different approaches and solutions to existing and anticipated needs and challenges.

Entrepreneurship: Encouraging a culture that identifies opportunities to initiate change.

Inclusiveness: Welcoming, respecting and celebrating the differences and the similarities among people and ideas.

Innovation: Exploring, expanding and enhancing learning as well as knowledge through transformational experiences.
**Strategic Directions**

**Strategic Direction 1: Learner Centered and Focused**

1.1 Provide high-quality learning and co-curricular experiences that inspire students to become enlightened and engaged global citizens and successful professionals.

1.2 Align resources to deliver exceptional support services and learning opportunities that will ensure students have access, continuity, and success while earning degrees.

**Strategic Direction 2: Personnel Investment and Engagement**

2.1 Attract, retain and develop high-quality diverse faculty and staff.

2.2 Recognize, reward and celebrate faculty and staff for their contributions to student development, scholarly or professional achievements, community partnerships, and the university.

2.3 Embrace a culture of shared responsibility.

**Strategic Direction 3: Academic Programming, Scholarship, and Research**

3.1 Build programs of distinction that enhance UWF’s reputation for educational excellence.

3.2 Develop and retain a culture that supports research and creativity.

3.3 Augment and invest in academic and research programs that meet professional, personal, scholastic, and workforce needs.

3.4 Optimize internal and external support to promote teaching and learning activities, service, research, strategic innovation, and other scholarly works.

**Strategic Direction 4: Community and Economic Engagement**

4.1 Strengthen and expand partnerships that amplify UWF’s impact and visibility in the community as an educational, cultural, and economic center.

4.2 Enhance the region’s education, economy, culture, health and well-being through endeavors beyond campus borders.

4.3 Inspire partnerships that develop a pathway to employment for UWF students and graduates and imbue the community with value for UWF as a good neighbor.

**Strategic Direction 5: Infrastructure**

5.1 Promote UWF’s properties as desirable destinations for educational, cultural, professional, and personal activities.

5.2 Invest in and steward UWF’s natural, technical, intellectual, and physical infrastructure.
2017-2022 Strategic Plan

Community & Economic Engagement

1. Learner Centered
2. Personnel Investment & Engagement
3. Academic Programming, Scholarship & Research
4.
5. Infrastructure
UWF Board of Trustees Meeting
Full Board Meeting
June 29, 2017

Issue: University Policy BOT-14.01-06/17 Presidential Evaluation Policy

Proposed Action: Approve BOT-14.01-06/17 Presidential Evaluation Policy

Background Information: The BOT Presidential Performance Evaluation Metrics Ad hoc Committee has worked with the General Counsel and Office of Human Resources to develop this policy. The Committee is requesting the full Board’s approval of the policy to become effective immediately.

Recommendation: Approve

Implementation Plan:

Fiscal Implications:

Supporting documents:
University Policy BOT-14.01-06/17 Presidential Evaluation Policy

Prepared by: James Felder, General Counsel, jfelder@uwf.edu Jamie Sprague, Associate Director, Human Resources, jsprague@uwf.edu; and the BOT Presidential Performance Evaluation Metrics Ad hoc Committee

Presenters: Dave Cleveland, Chair, Presidential Performance Evaluation Metrics Ad hoc Committee and Mort O’Sullivan, BOT Chair
UNIVERSITY POLICY BOT-14.01-06/17

POLICY TITLE: PRESIDENTIAL EVALUATION POLICY

EFFECTIVE DATE: JUNE 30, 2017

POLICY/PURPOSE: PRESIDENTIAL EVALUATION

To establish a policy concerning the annual evaluation of the University President.

RESPONSIBLE OFFICE: BOARD OF TRUSTEES

I. Purpose

This policy supplements Florida Board of Governors (“BOG”) regulations and provides guidelines for conducting the annual review and assessment of the President’s performance, goals, and compensation by the University of West Florida Board of Trustees (“Board”).

II. Responsibility

The Board is responsible for assessing the President’s performance, goals and compensation. The Board’s Presidential Performance Evaluation & Metrics Ad hoc Committee (“Committee”), as its members shall mutually decide and within the parameters of this policy, is delegated the responsibility for organizing and conducting the annual review process with the President and making recommendations related to the outcome of the annual review, the annual goals and the President’s compensation to the full Board.

III. Principles

a. The following principles will guide and inform the Presidential evaluation process:

1. The review should derive from explicit values of the University;
2. Clarify the Board’s expectations of the President and confirm specific annual goals for the President;
3. The evaluation of the President is a non-delegable responsibility of the Board; while other viewpoints will be considered, specifically those of the faculty at the University, the Board will take direct responsibility for the evaluation;
4. The evaluation process should be a reciprocal process that includes a self-evaluation from the President;
5. The evaluation should focus on the how well the President advances the major institutional objectives of the University;
6. A formal review should be conducted annually, immediately following the academic year. Informal evaluations should occur more frequently, in the form of informal conversations between the President and the Board chair;
7. The evaluation should facilitate the creation of goals for the coming year by the President in consultation with the Board.

IV. Evaluative Criteria

a. **Recurring Criteria.** The Board shall evaluate the President based on certain criteria on an annual basis. This list of recurring criteria are meant to reflect core competencies of the office of the president, including:

1. The BOG’s Performance Based Funding Metrics/Strategic Plan;
2. Responsiveness to the BOG’s strategic goals and priorities, and compliance with system-wide regulations;
3. The President’s self-evaluation report;
4. The University’s then current strategic plan, university work plan, and accountability report;
5. President’s then current goals.
6. Responsible fiscal management of the university;
7. Responsible supervision of key personnel;
8. Positive governmental and community relations;
9. Promotion of academic excellence and student success at the University;
10. Promotion of ethical conduct at the University;
11. Promotion of the reputation of the University;
12. Promotion of advantageous relationship with University affiliated entities;
13. University Advancement & Fundraising;
14. KPI’s in the Presidential Scorecard.

b. **Non-recurring criteria.** The evaluation may also include criteria, mutually agreed upon by the Board and the current President, that are designed to address the current needs and goals of the University. (For example, the Board and the current President could identify “increasing enrollment for university campuses by 1%” or “development of a portal for online resources” as non-recurring evaluation criteria).

c. **Board Assessment.** Each Trustee is required to evaluate the President annually, using the form distributed at the beginning of each evaluation period.

d. **BOG Assessment.** The chair of the Board shall request input from the Chair of the BOG, who may involve the Chancellor, during the annual evaluation process as set forth in BOG Regulation 1.001(5)(f).

e. **Campus community assessment.** On a periodic basis, the input from current faculty, staff, students, and other constituents of the University may be sought for consideration.

V. Measurement

a. **Using Criteria:** The Board will measure the president’s performance during the evaluation period against each recurring and non-recurring criteria to determine whether the President’s performance:

1. **Exceeded Expectations:** Characterized by consistently superior achievement in the criteria area being evaluated. Performance at this level clearly demonstrates the President of the University of West Florida exceeded the Board’s expectations regarding the evaluative criteria;
2. **Met Expectations**: Characterized as consistent achievement and reliable performance, demonstrating a high level of competency in the criteria being evaluated that has met the expectations of the Board.

3. **Below Expectations**: Characterized as performance in the criteria being evaluated that has not met the expectations of the Board.

b. Overall: The Board shall also evaluate the president’s performance, as a whole, as Exceeding Expectations, Meeting Expectations, or Below Expectations.

### VI. Evaluation Period/Goal Setting/Timeline

a. **Evaluation Period**. The Board shall review the performance of the President on an annual basis. The evaluation period will be July 1 through June 30.

b. **Goal Setting**

1. On or before May 1 of each year, the President will submit his or her proposed goals and objectives for the upcoming evaluation period to include targets to meet state accountability measures and the University’s strategic plan to the Board Chair and the Committee.

2. The Committee will discuss the goals for the upcoming year with the President and present the proposed goals at next full Board meeting for discussion and approval.

3. The Board Chair will conduct a mid-year review of the proposed goals with the President on or before January 30; if any of the goals require adjustment, they will be addressed with the Committee and then presented at the full Board meeting.

c. **Annual Performance Evaluation Timeline**. For purposes of performance evaluation, the board shall use the following timeline as recommended target dates:

1. On or before May 1 each year, the President shall initiate the annual review process for the fiscal year ending on June 30 of such year by preparing a self-appraisal of performance as President for submission to the Board Chair and evaluation by the Committee, and then for submission to the Board.

2. Once the President has submitted the self-evaluation to the Board Chair, the Board Chair shall request the Chair of the BOG’s input in the annual evaluation in accordance with IV.d.

3. The Committee will evaluate the President’s performance using the evaluative criteria and prepare an evaluation report containing an applicable compensation recommendation for the Board by September 1;

4. Prior to the next Board meeting, the Chair shall meet with the President to discuss the Committee’s report;

5. Prior to the next Board meeting, the Chair shall send to the President and all members of the Board the self-evaluation and any supplemental information the Committee may have requested of the President and any supplemental information the Committee has developed.

6. The Board shall complete the annual review and make any compensation award and/or adjustment for the contemplated under the President’s Employment Agreement no later than September 30 of each year, commencing September 2017.

VII. **Outcomes**. After the Board’s deliberation and action, minutes shall be published to document the review of the President’s performance, goals and any adjustments to the President’s compensation.
<table>
<thead>
<tr>
<th>Date of Activity</th>
<th>For FY 1</th>
<th>For FY 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1 FY 1</td>
<td>President’s Self-appraisal of year 1</td>
<td>President’s goals for FY 2</td>
</tr>
<tr>
<td>After May 1</td>
<td></td>
<td>Discussion of goals for FY 2 with President and Committee, present goals at next BOT meeting</td>
</tr>
<tr>
<td>After May 1</td>
<td>Input from BOG on FY 1 evaluation</td>
<td></td>
</tr>
<tr>
<td>June 30 FY 1</td>
<td>End of evaluation period for FY 1</td>
<td></td>
</tr>
<tr>
<td>July 1 FY 2</td>
<td>Start of FY 2 evaluation period</td>
<td></td>
</tr>
<tr>
<td>Approximately January 30 FY 2</td>
<td></td>
<td>Board Chair will conduct mid-year review of FY 2 goals, adjust goals, presented to full BOT</td>
</tr>
<tr>
<td>Approximately June 15 FY 2</td>
<td>Committee will evaluate President’s performance for FY 1</td>
<td></td>
</tr>
<tr>
<td>By Sept 1 FY 2</td>
<td>Committee prepares evaluation report with compensation recommendation</td>
<td></td>
</tr>
<tr>
<td>Approximately Sept 10 FY 2</td>
<td>Chair and President discuss Committee Report</td>
<td></td>
</tr>
<tr>
<td>Approximately Sept 20 FY 2</td>
<td>Chair sends self-evaluation and supplemental information to President and BOT</td>
<td></td>
</tr>
<tr>
<td>By Sept 30 FY 2</td>
<td>BOT makes compensation award</td>
<td></td>
</tr>
</tbody>
</table>
On or before May 1 each year

President initiates the annual review process by preparing a self-appraisal of performance as President for submission to the Board Chair and evaluation by the Committee, and then for submission to the Board.

After May 1st
Chair Seeks BOG Chair Input

Once the President has submitted the self-evaluation and proposed goals to the Chair, the Chair requests input from the BOG Chair.

After June 1st
Committee Evaluation

The Committee evaluates the President’s performance using the evaluative criteria and prepare an evaluation report containing an applicable compensation recommendation for the Board.

Prior to next Board Meeting

Chair meets with President to discuss Committee Evaluation Report.

After September 1st
Prior to next Board Meeting

The Chair sends the President and all members of the Board the self-evaluation and any supplemental information the Committee may have requested of the President and any supplemental information the Committee has developed.

No later than September 30

The Board completes the annual review and makes any compensation award and/or adjustment no later than September 30 of each year, commencing September 2017.
UWF Board of Trustees Meeting
Full Board Meeting
June 29, 2017

Issue: Presidential Goals

Proposed Action: Approve 2017-2020 Presidential Goals

Background Information: President Martha D. Saunders is submitting her 2017-2020 goals and objectives to the Board of Trustees on June 29, 2017 for approval.

Dr. Saunders utilized a format established by the BOT Presidential Performance Evaluation Metrics Ad hoc Committee.

Recommendation: Approve

Implementation Plan:

Fiscal Implications:

Supporting documents:
Presidential Goals/Three Year Plan

Prepared by: Martha D. Saunders, President

Presenters: Dave Cleveland, Chair, Presidential Performance Evaluation Metrics Ad Hoc Committee and Mort O’Sullivan, BOT Chair
Dr. Martha D. Saunders  
Presidential Goals/Three Year Plan

My overarching goals for the next three years include enhanced physical facilities, enhanced intellectual infrastructure and increased visibility for the university. I have set these goals to spur new energy and innovation in the pursuit of the University’s mission and vision. Each activity builds on well-established programs and strategies that have and will continue to guide our actions.

UWF Strategic Direction 1: Learner Centered & Focused

<table>
<thead>
<tr>
<th>Action</th>
<th>Year</th>
<th>Anticipated Outcomes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Next Big Thing initiative: iHire marketing campaign to connect students with employment opportunities</td>
<td>2017-18</td>
<td>Metric 1 &amp; 2 improvement toward PB funding. Visibility</td>
</tr>
<tr>
<td>Develop plans to host 2021 NCUR national conference</td>
<td>2017-18</td>
<td>Visibility Positive economic impact for Pensacola community</td>
</tr>
<tr>
<td>Launch strategic plan for improved four-year graduation rate</td>
<td>2017-18</td>
<td>Metric 4 &amp; 5 improvement toward PB funding.</td>
</tr>
<tr>
<td>Establish NSSE benchmarks for students engaged in high impact learning experiences.</td>
<td>2017-18</td>
<td>Selection as PBF Metric 10</td>
</tr>
<tr>
<td>Develop block tuition plan</td>
<td>2017-18</td>
<td>Accelerate 4-year graduation rate.</td>
</tr>
<tr>
<td>Add 5 full-ride scholarships</td>
<td>2018-19</td>
<td>Build a pipeline of high achieving students. Increase visibility for UWF.</td>
</tr>
<tr>
<td>Next Big Thing Initiative: Commons Business Incubator</td>
<td>2018-19</td>
<td>Professional development for students. Metric 1 &amp; 2 improvement toward PB funding.</td>
</tr>
<tr>
<td>Launch plans for focus on new Metric 10</td>
<td>2018-19</td>
<td>PB funding</td>
</tr>
<tr>
<td>Add 5 full-ride scholarships</td>
<td>2019-20</td>
<td>Build a pipeline of high achieving students. Increase visibility for UWF.</td>
</tr>
<tr>
<td>Launch new programming on state college campus (TBD)</td>
<td>2019-20</td>
<td>Access Visibility</td>
</tr>
</tbody>
</table>
### UWF Strategic Direction 2: Personnel Investment & Engagement

<table>
<thead>
<tr>
<th>Activity</th>
<th>Year</th>
<th>Anticipated Outcomes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hire Director for Human Resources</td>
<td>2017-18</td>
<td>Professional development opportunities. Employee retention.</td>
</tr>
<tr>
<td>Recruit “cluster hire” faculty</td>
<td>2017-18</td>
<td>Funded research. Visibility for UWF.</td>
</tr>
<tr>
<td>Reorganize Student Affairs division and appoint leadership</td>
<td>2017-18</td>
<td>Metric 4 &amp; 5 improvements leading to PB funding.</td>
</tr>
<tr>
<td>Launch staff compensation &amp; equity study</td>
<td>2018-19</td>
<td>Employee retention.</td>
</tr>
<tr>
<td>Develop social media programming for employees</td>
<td>2018-19</td>
<td>Employee retention.</td>
</tr>
<tr>
<td>Complete development of career paths for key employee groups</td>
<td>2019-20</td>
<td>Employee retention.</td>
</tr>
</tbody>
</table>

### UWF Strategic Direction 3: Academic Programming, Scholarship, and Research

<table>
<thead>
<tr>
<th>Action</th>
<th>Year</th>
<th>Anticipated Outcomes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Action</td>
<td>Year</td>
<td>Anticipated Outcomes</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
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<td>----------------------------------------------------------</td>
</tr>
</tbody>
</table>

**Strategic Direction 4: Community and Economic Engagement**

<table>
<thead>
<tr>
<th>Action</th>
<th>Year</th>
<th>Anticipated Outcomes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop plans &amp; seek funding for UWF Innovation Campus Network</td>
<td>2017-2018</td>
<td>External funding Community/regional partnerships</td>
</tr>
<tr>
<td>Next Big Thing: Undergraduate Board Fellows</td>
<td>2019-2020</td>
<td>Community engagement. Increase Metric 1 &amp; 2 scores toward PB funding.</td>
</tr>
</tbody>
</table>

**Strategic Direction 5: Infrastructure**

<table>
<thead>
<tr>
<th>Action</th>
<th>Year</th>
<th>Anticipated Outcomes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refresh UWF brand strategies</td>
<td>2017-2018</td>
<td>Visibility Enrollment</td>
</tr>
<tr>
<td>Initiative</td>
<td>Year</td>
<td>Outcomes</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------</td>
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<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Next Big Thing initiative: Initiate permanent STEAM art installation.</td>
<td>2017-2018</td>
<td>Visibility, Community engagement</td>
</tr>
<tr>
<td>Break ground lab sciences annex</td>
<td>2017-2018</td>
<td>Enrollment, External funding</td>
</tr>
<tr>
<td>Next Big Thing initiative: UWF Heritage Trail</td>
<td>2018-2019</td>
<td>Increase visibility of UWF campus</td>
</tr>
<tr>
<td>Next Big Thing initiative: Nature Trail Renovation</td>
<td>2019-2020</td>
<td>Increase visibility of UWF, Increase access to students &amp; community.</td>
</tr>
</tbody>
</table>
UWF Board of Trustees Meeting  
June 29, 2017

Issue/Agenda Recommendation: Governor Rick Scott’s Request

Proposed Action: Informational

Background Information:

On April 13, 2017, Governor Rick Scott sent a letter to College and University Presidents and Trustees. This letter discusses Florida’s higher education system. He asked us to consider the following questions and report to him the outcome of these discussions.

1. How are your institution’s degrees matched to the top job opportunities in Florida?
2. What is your institution’s job placement rate for graduates of your two most popular degree programs?
3. How has your institution spent the record state funding in higher education?
4. What is the return on investment from the record state funding in higher education?
5. In response to my Finish in Four, Save More Challenge, what steps has your institution taken to get students graduated within four years? How have you worked with your college or university partner to assure students a seamless transition?
6. Has your institution implemented any new internship programs?

Implementation Plan: None.

Fiscal Implications: None.

Supporting documents:

Letter from Governor Rick Scott

Prepared by: George Ellenberg, Interim Provost  
gellenberg@uwf.edu, 474-2035

Presented by: George Ellenberg, Interim Provost
April 13, 2017

TO: College and University Presidents
    College and University Trustees
    Florida Board of Governors

cc: State University System Chancellor
    Florida College System Chancellor
    Florida League of Mayors
    Florida Association of Counties
    Enterprise Florida Board of Directors
    Florida Chamber of Commerce
    Florida Chamber Foundation
    Florida Realtors
    Florida TaxWatch
    Associated Industries of Florida
    NFIB Florida
    Florida Council of 100
    Urban League
    CareerSource Florida
    Manufacturers Association of Florida
    Local Chambers of Commerce
    Local Economic Development Councils

Dear Friends:

Together we have done great work on behalf of our students and our state over the last six years. Because we have fought hard for college affordability, accountability, and transparency, more students are getting an affordable education that leads to a great job.

Recently, U.S. News and World Report released a publication citing Florida as number one for higher education. The report revealed that Florida is ranked second in the nation for affordability, and third for college graduation rates. Florida also boasts an impressive rank in low debt at graduation, ranking 11th in the nation, and with continued focus on affordability, Florida will continue to improve.

The adoption of performance based funding has led to a change at Florida’s higher education institutions. Students are graduating faster with degrees that lead to great careers and are not burdened with decades of debt, as evidenced by the following accomplishments:

- The State University System’s six-year graduation rate for First-Time-in-College Students is the second highest among the ten largest states.
Nine out of ten Florida College System graduates are employed or are continuing their education within their first year after graduation.

The State University System has increased STEM degree production more than non-STEM degree production during the past four years for both baccalaureate and graduate degrees.

Florida Atlantic University moved from the bottom of the state performance rankings to the top in just two years by implementing strategic student success initiatives, including increased admission requirements and collaboration with businesses and research partners, incorporating a campus-wide culture focused on improvement.

Daytona State College rose from the lowest ranking performance category to the second highest category in just one year by focusing on increasing job placement and continuing education rates and improving retention rates. Daytona State College used the increased performance funding as savings to pass on to students in the form of reduced tuition and fees.

We have funded Florida’s higher education system at an historic level, while holding the line on tuition for three consecutive years. Higher education funding has increased by the following amounts:

- State funding for the Florida College System has increased 21 percent over six years, from $1.02 billion in Fiscal Year 2011-12 to $1.24 billion in the current 2016-17 fiscal year.
- State funding for the State University System increased 44 percent over six years, from $1.58 billion in Fiscal Year 2011-12 to $2.28 billion in the current 2016-17 fiscal year.

In January, I released my Finish in Four, Save More legislative proposal, which freezes all fees at state colleges and universities, cuts fees for Florida’s graduate assistants, and freezes state college tuition so students aren’t burdened with the constant sky-rocketing costs. I am continuing to fight for expansion of Bright Futures for the summer term, helping students graduate in four years. I also released my Fighting for Florida’s Future budget, which provides record funding investments of $1.25 billion in the Florida College System and $2.36 billion in the State University System, and includes historic levels of performance funding. For details on my higher education funding priorities, please visit the following website: www.fightingforfloridasfuturebudget.com.

These are all successes that we can be proud of, but we have more work to do. The Florida College System is currently in its second year of performance funding and already seeing improvements in completion rates and job placement and continuing education rates as
evidenced by the included attachment. The State University System is in its fourth year of performance funding, and the majority of the performance funding metrics are shaded green for “excellence” on the attached chart. Now is the time to demand more of your institutions and raise the bar. Florida’s higher education system has made great gains over the last six years, but we cannot again become comfortable with the status quo. Institutions must continue to find efficiencies to provide every Floridian the opportunity to get a great education that leads to a great career. When I worked in the private sector, I made sure to reduce costs and find new efficiencies each and every year. Florida’s higher education system must do the same.

Many of you have reached out with suggestions, strategies, and successes to questions I have posed. These conversations are vital to the success of our students, and I encourage you to continue the dialogue. At your next board meeting, please consider the following questions and let me know the outcome of the discussions:

1. How are your institution’s degrees matched to the top job opportunities in Florida? I have attached the most recent list of top job areas in the state from the Department of Economic Opportunity as a reference.
2. What is your institution’s job placement rate for graduates of your two most popular degree programs? My Ready, Set, Work University Challenge established a goal of 100 percent.
3. How has your institution spent the record state funding in higher education? Attached is a six-year funding history for the 28 state colleges and 12 state universities.
4. What is the return on investment from the record state funding in higher education?
5. In response to my Finish in Four, Save More Challenge, what steps has your institution taken to get students graduated within four years? How have you worked with your college or university partner to assure students a seamless transition?
6. Has your institution implemented any new internship programs?

Thank you again for the hard work you put in to ensure every student is afforded the opportunity to get a great education that lets them pursue their dreams. In addition to responding to the above questions, please keep me informed of any ideas you have to help make Florida the best place in the world to get a great education and a great job.

Sincerely,

Rick Scott
Governor
UWF Board of Trustees Meeting
June 29, 2017

Issue/Agenda Recommendation:  Innovation Campus Network

Proposed Action:  Informational

Background Information:  The University of West Florida is visioning an Innovation Campus Network as a transformative community-university partnership model. The Innovation Campus Network will introduce living and learning facilities, curriculum and partners that are innovation-focused, highly collaborative, creative and fueled by the energy of real-world industry challenges to be solved. This transformative university model will highlight living laboratories with students, faculty, industry experts and the community working collaboratively in a vibrant, living and learning campus environment. “Mile Zero” of the Network will be located in downtown Pensacola and connect to physical campus destinations throughout Northwest Florida leveraging educational institutions, research centers and the military to promote this new transformative university ecosystem. The Innovation Campus Network will prepare students for future occupations and careers that promote economic recovery, diversification and enhancement by developing innovative knowledge clusters across the region, developing vibrant campus locations, aligning with industry partners and engaging with K-12 and the community.

Currently, an internal UWF team is visioning the model, selecting the most appropriate knowledge clusters to pursue and developing a fully-formed funding and implementation plan. In late summer 2017, the team will be expanded to include a steering committee and a planning committee.

Implementation Plan:

<table>
<thead>
<tr>
<th>Date</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fall 2017</td>
<td>Finalize plans for Innovation Campus Network including location, programming and costs. Present to UWF Board of Trustees.</td>
</tr>
<tr>
<td>Fall 2017</td>
<td>Apply for Triumph funding to support the development of the Innovation Campus Network.</td>
</tr>
<tr>
<td>Fall 2018</td>
<td>Launch Phase 1 with one knowledge cluster in a to-be determined pilot location in downtown Pensacola.</td>
</tr>
<tr>
<td>Fall 2018</td>
<td>Launch Phase 1 with one knowledge cluster at the Ft. Walton Beach Emerald Coast Campus</td>
</tr>
<tr>
<td>Fall 2020</td>
<td>Launch complete Innovation Campus Network in downtown Pensacola and ‘networked’ throughout Northwest Florida.</td>
</tr>
</tbody>
</table>

Fiscal Implications:  Funding will be required. At this stage of visioning, a final budget has not been developed.