



AGENDA

**THE UNIVERSITY OF WEST FLORIDA
SPECIAL BOARD OF TRUSTEES MEETING**

**August 14, 2019
9:00 a.m. CT**

**University of West Florida
UWF Conference Center, Bldg. 22
11000 University Parkway, Pensacola, FL 32514**

- I. Call to Order/Roll Call Mort O’Sullivan, Chair
 - II. Chair’s Greeting Mort O’Sullivan
 - III. Public Comment
 - IV. Action Items:
 - 1. Ratification of the Spring 2019 University of West Florida and United Faculty of Florida (2017-2020) Collective Bargaining Re-Negotiation Agreements
 - 2. Approval of Additional 2020-2021 Legislative Budget Request
 - V. Information Item:
 - 1. Code of Ethics/Conflict of Interests for Board of Trustees Members
 - VI. Other Business
- Adjournment

Special UWF Board of Trustees Meeting

August 14, 2019

Issue: Spring 2019 Re-Negotiations to the University of West Florida and United Faculty of Florida (2017-2020) Collective Bargaining Agreement

Proposed action: Ratify the Collective Bargaining Re-Negotiation Agreements

Background information: A three-year Collective Bargaining Agreement (“Agreement”) was negotiated between the University of West Florida Board of Trustees and United Faculty of Florida for the period 2017-2020. Pursuant to Article 32, *Amendment and Duration*, in February 2019, the parties began renegotiations for the Agreement term July 1, 2019 through June 30, 2020. In July 2019, UWF and UFF were able to reach an agreement.

The re-negotiations produced changes to the contract articles as follows:

- Article 3, “*UFF Privileges*,” – The Agreement limits the consecutive use of released time for a faculty member to any semester in each of a four-year period. During renegotiations the parties agreed that the four year cap will not be enforced during the academic year 2019-2020 (in the form of a memorandum).
- Article 25, “*Salaries*”:
 - 25.2: Prior to November 1, 2019 the university will provide a one-time, non-recurring wage-action to eligible in-unit employees. The non-recurring wage action to in-unit faculty will be equal to \$500 dollars, subject to deductions for Social Security, Medicare and tax. In-unit faculty must have been employed on or before August 8, 2018, and achieved a good or above rating in their most recent Dean’s overall evaluation and not been issued a notice of non-reappointment, termination or separation prior to the effective date.
 - 25.3: Effective the first pay period after March 1, 2020, the University will provide a cost of living base wage increase based on the most recently completed calendar year average percent change CPI amount. Faculty must have been in continuous pay status since July 1, 2019 and not been issued a notice of non-reappointment or termination prior to the effective date of the wage increase. The cost-of-living adjustment increase will be reduced by the amount of any base salary increase provided by the Florida Legislature for the same year. If the state provides a higher wage increase than the CPI, the faculty shall receive the full amount of the increase provided by the state. TIP awards will be included in the calculations to determine base

salary, but administrative or temporary supplements will not be included. The wage increase shall not be greater than two percent (2%) or less than one percent (1%) of base salary.

- 25.4: Effective on the first pay period of September 2019, the University will make a one-time base salary inversion increase for Associate Professors, Full Professors, Associate Librarians, University Librarians, Instructors, Lecturers, Research Associates if their current salary is less than the average salary of the two most recently hired faculty members in their same position. The base salary as of May 7, 2019 will be used in the calculation of the salary inversion adjustment. No salary adjustment will be implemented if the adjustment is \$250.00 or less and no salary adjustment will be implemented in excess of \$6,000.00. Provides exclusion if faculty member has been issued a notice of non-reappointment, termination or tendered a resignation prior to the effective date.
- 25.10: Provision added to Article 25.10 providing that duties and responsibilities assigned by the University to a faculty member which do not exceed the available established FTE for the position shall be compensated through the payment of salary, not OPS.
- Memorandum of Understanding. This memorandum establishes a “Tuition Scholarship Program for Dependents” of in-unit faculty. The program begins before the 2019-2020 academic year and continues until the end of the 2020-2021 academic year. Up to \$35,000 in total tuition scholarship benefits per academic year are set aside for the program. Limited for up to three (3) credit hours of undergraduate instruction per term. Defines “dependent”, requires the “dependent” child to meet the admission standards. The “dependent” must be admitted and must be a degree seeking student. Continuation of the tuition scholarship is contingent upon remaining in good academic standing and maintaining a 2.0 cumulative institutional GPA. Eligibility can be lost if a Student Code of Conduct violation results in expulsion, suspension, expulsion from residence halls or involuntary withdrawal. The program will be re-evaluated at the end of the 2020-2021 academic year.
- Memorandum of Understanding. UWF and UFF agreed to establish the positions of Associate Clinical Professor and Clinical Professor and petition the Florida Public Employees Relations Commission to clarify the existing faculty bargaining unit to include these newly created positions. Eligibility for promotions in these positions will not be allowed prior to the 2023-2024 academic year.

The faculty ratified the re-negotiations by a vote recorded on July 25, 2019. Ratification by the UWF Board of Trustees, as the public employer, is now needed in order for the re-negotiation language to be effective.

Recommendation: The UWF Collective Bargaining Team and Counsel Michael Mattimore, appointed to represent the University of West Florida Board of Trustees, recommends the BOT ratify the 2019 re-negotiations to the University of West Florida and United Faculty of Florida, UWF Chapter, 2017-2020 Collective Bargaining Agreement.

Implementation Plan: Once ratified by the Board of Trustees, the re-negotiation language will be in effect.

Fiscal Implications:

Good faith reasonable estimates are as follows:

- | | |
|---|--|
| 1. One-time base salary adjustment | \$ 100,000.00/year plus ongoing benefits |
| 2. Pilot Scholarship Program for Dependents | \$ 35,000.00/year for 2 years |
| 3. One-time bonus in the amount of \$500.00 | \$ 200,000.00 |

Supporting documents:

1. Article 32, *Amendment and Duration*, UWF-UFF Collective Bargaining Agreement
2. Correspondence to the Provost and General Counsel from Mattimore
3. Re-negotiation language for Article 3 (memorandum)
4. Re-negotiation language for Article 25
5. Memorandum of Understanding – Pilot Tuition Scholarship Program for Dependents
6. Memorandum of Understanding – establish new in-unit positions of Associate Clinical Professor and Clinical Professor

Prepared by: Pamela E. Langham, Esquire
General Counsel
850 474-3420
plangham@uwf.edu

Facilitator/Presenter: Michael Mattimore, Esquire
UWF Chief Negotiator and Counsel

ARTICLE 32

AMENDMENT AND DURATION

32.1 Effective Date.

(a) The Agreement will become effective on the date that it is ratified by both the Board and the UFF and will remain in effect through June 30, 2020.

(b) Renegotiations for the July 1, 2018 through June 30, 2019 agreement term will begin no later than March 1, 2018. Article 25 (Salaries) and Article 26 (Benefits) will be reopened. Each party may propose two (2) additional articles for negotiation.

(c) Renegotiations for the July 1, 2019 through June 30, 2020 agreement term will begin no later than March 1, 2019. Article 25 (Salaries) and Article 26 (Benefits) will be reopened. Each party may propose two (2) additional articles for negotiation.

(d) Negotiations for a successor agreement will begin no later than October 1, 2019.

(e) The parties may by mutual agreement include other terms and conditions of employment in their renegotiations.

32.2 Amendments. In the event the Board and the UFF negotiate a mutually acceptable amendment to this Agreement, such amendment will be put in writing and become part of this Agreement upon ratification by both parties.



ALLEN NORTON & BLUE

PROFESSIONAL ASSOCIATION

906 North Monroe Street • Tallahassee, Florida 32303
Telephone 850-561-3503 • Facsimile 850-561-0332

July 23, 2019

VIA UNITED STATES
and ELECTRONIC MAIL
(plangham@uwf.edu)

Dr. George Ellenberg
Provost

Pamela Langham
General Counsel
University of West Florida
11000 University Pkwy
Pensacola, FL 32514-5732
United States

Re: Collective Bargaining - United Faculty of Florida Bargaining Unit

Dear Dr. Ellenberg and Ms. Langham:

The bargaining team representing the University of West Florida is pleased to advise that the reopener negotiations between the University of West Florida Board of Trustees and the United Faculty of Florida at the University of West Florida have concluded. Enclosed is the executed language for Article 25 Salaries, Memorandum on Article 3, Memorandum on tuition scholarships and Memorandum on the 2023 – 2024 promotion process for clinical faculty. The United Faculty of Florida is conducting a ratification vote to be followed by a ratification vote by the Board of Trustees.

Please feel free to call with any questions.

Sincerely,


Michael Mattimore

c.c. Dr. Kim LeDuff
Ms. Jamie Sprague
Mr. Daniel Lucas

Miami • Orlando • Tallahassee • Tampa

MEMORANDUM OF UNDERSTANDING

Comes Now the University of West Florida (UWF-BOT) and the United Faculty of Florida Chapter at the University of West Florida (UWF-UFF) and agrees to the following:

- 1. The Collective Bargaining Agreement at Article 3 limits the consecutive use of released time for a faculty member to any semester in each of a four-year period.
- 2. The UWF-UFF and UWF-BOT agree that the four year cap at Section 3.4 of the collective bargaining agreement will not be enforced during academic year 2019-2020.

Michael Mattione
Chief Negotiator – UWF BOT

July 11, 2019
Date

Anthony Davis
Chief Negotiator – UFF UWF

July 15, 2019
Date

**ARTICLE 25
SALARIES**

25.1 Faculty Pay Plan Legislative Increases or Non-Recurring Wage Increases.

Eligible in-unit faculty members will receive any salary increases or non-recurring wage increases appropriated for that purpose by the Florida Legislature in accordance with the guidelines set by the Legislature.

25.2 One-Time, Non-Recurring Wage Action ~~2017-2018~~ 2019-2020

- (a) Effective ~~prior to November 1, 2019 the second pay period after ratification,~~ the university will provide a one-time, non-recurring wage-action to eligible in-unit employees.
- (b) The non-recurring wage action to in-unit faculty will be equal to ~~five percent (5%) of the base salary of the employee, not to exceed a maximum of four thousand dollars (\$4,000) or fall below a minimum of one thousand five hundred dollars (\$1,500)~~ \$500 dollars (\$500), subject to deductions for social security/Medicare and tax.
- (c) In order to be eligible for the ~~2017-2018~~ 2019-2020 non-recurring wage action/bonus:
 - 1. Employees must have been employed on or before ~~July 1, 2017~~ August 8, 2018 and continuously employed through the pay date of the wage action.
 - 2. Have achieved a good or above rating in their most recent Dean's overall evaluation and have not been issued a notice of non-reappointment, termination or separation prior to the effective date of this wage increase.
- (d) ~~For the purposes of determining base salary, TIP awards will be included in the calculation, but administrative supplements will not be included in the calculation.~~

~~25.3 Salary Increase for 2017-2018~~

- ~~(a) Effective the first pay period after March 1, 2018, the university will provide a cost-of-living base wage increase based on the most recently completed calendar year average percent change Consumer Price Index (CPI-U avg. to avg.) amount.~~
- ~~(b) In order to be eligible for the (avg. to avg.) 2017-2018 salary increase:
 - 1. Employees must have been in continuous pay status since July 1, 2017, and
 - 2. Have not been issued a notice of non-reappointment or termination or tendered a resignation prior to the effective date of this wage increase.~~
- ~~(c) The cost-of-living adjustment increase will be reduced by the amount of any base salary increase provided by the Florida Legislature for the same year. If the state provides a percentage increase to the base wage that is higher than the applicable consumer price index amount, the employee shall receive the full amount of the increase provided by the state.~~
- ~~(d) For the purpose of determining base salary, TIP awards will be included in the calculation, but administrative or temporary supplements will not be included in the calculation.~~
- ~~(e) This wage increase shall not be greater than two percent (2%) or less than one percent (1%) of base salary.~~

New 25.3 Salary Increase for 2019-2020

- (a) Effective the first pay period after ~~March 1, 2019~~ March 1, 2020, the University will provide a cost-of-living base wage increase based on the most recently completed calendar year average percent change Consumer Price Index (CPI-U avg. to avg.) amount. In order to be eligible for the (avg. to avg.) ~~2018-2019~~ 2019-2020 salary increase,

Michael Mattione July 11, 2019

Paul M. Aug 15, 2019

employees must have been in continuous pay status since ~~July 1, 2018~~ July 1, 2019 and have not been issued a notice of non-reappointment or termination prior to the effective date of this wage increase.

- (b) The cost-of-living adjustment increase will be reduced by the amount of any base salary increase provided by the Florida Legislature for the same year. If the state provides a percentage increase to the base wage that is higher than the applicable consumer price index amount, the employee shall receive the full amount of the increase provided by the state.
- (c) For the purpose of determining base salary, TIP awards will be included in the calculation, but administrative or temporary supplements will not be included in the calculation.
- (d) This wage increase shall not be greater than two percent (2%) or less than one percent (1%) of base salary.

~~Have not been issued a notice of non-reappointment or termination or tendered a resignation prior to the effective date of this wage increase.~~

- ~~(e) The cost-of-living adjustment increase will be reduced by the amount of any base salary increase provided by the Florida Legislature for the same year. If the state provides a percentage increase to the base wage that is higher than the applicable consumer price index amount, the employee shall receive the full amount of the increase provided by the state.~~
 - ~~(d) For the purpose of determining base salary, TIP awards will be included in the calculation, but administrative or temporary supplements will not be included in the calculation.~~
- ~~This wage increase shall not be greater than two percent (2%) or less than one percent (1%) of base salary.~~

25.4 One-time Base Salary Adjustment

On the first pay period of September, 2019, the University will make a one-time base salary adjustment, as follows:

- (a) The base salary of an Associate Professor shall be adjusted if it is less than the average salary ("the average") of the two most recently hired Assistant Professors within the same department/unit. The adjustment will equalize an Associate Professor's salary to the average.
- (b) The base salary of a Full Professor shall be adjusted if it is less than the average salary of the two most recently hired Assistant Professors within the same department/unit or the average salary of the two most recently hired or promoted Associate Professors within the same department/unit. The adjustment will equalize a Full Professor's salary to whichever average is higher.
- (c) The base salary of an Associate Librarian shall be adjusted if it is less than the average salary of the two most recently hired or promoted Assistant Librarians. The adjustment will equalize an Associate Librarian's salary to the average.
- (d) The base salary of a University Librarian shall be adjusted if it is less than the average salary of the two most recently hired or promoted Assistant Librarians or the average salary of the two most recently hired or promoted Associate Librarians. The adjustment will equalize a University Librarian's salary to whichever average is higher.
- (e) The base salary of an Instructor or Lecturer with six (6) years of experience in their current position at UWF shall be adjusted if it is less than the average salary of the two most recently hired instructors or lecturers within the same department/unit. The adjustment will equalize an Instructor or Lecturer's salary to the average.

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July 11, 2019

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- (f) The base salary of a Research Associate with six (6) years of experience in their current position at UWF shall be adjusted if it is less than the average salary of the two most recently hired research associates within the same department/unit. The adjustment will equalize a Research Associate's salary to the average.
- (g) The employee's base salary as of May 7, 2019, will be used in the calculation of the salary inversion adjustment. For the purpose of determining base salary, TIP awards will be included in the calculation, but administrative supplements and salary increases resulting from a faculty member being named Distinguished University Professor will not be included in the calculation. Salary increases from Sustained Performance Evaluations will not be included in the calculation. This represents a one-time wage adjustment and creates no obligation for the University to make future adjustments.
- (h) No salary adjustment pursuant to section 25.4 will be implemented if the adjustment is two hundred and fifty dollars (\$250.00) or less.
- (i) No salary adjustment pursuant to section 25.4 will be made in excess of the amount of six thousand dollars (\$6,000.00).
- (j) For the purposes of calculating the average salary, the two most recently hired refers to those faculty hired from August 8, 2014 to August 8, 2018, excluding those hired in a visiting status.
- (k) Where departments have one recently hired or promoted faculty member whose salary would trigger an inversion increase for other faculty in the department, but the department does not have two recently hired or promoted faculty members from which to calculate an average baseline salary, the salary of the one recently hired or promoted faculty member will constitute the baseline "average salary" and be used to calculate inversion increases for eligible faculty in the department/unit.
- (l) No salary adjustment pursuant to this section will be implemented if the employee has been issued a notice of non-reappointment, termination or tendered a resignation prior to the effective date of this wage increase.

25.5 One-Time Promotion-Recapture Salary Adjustment.

- ~~(a) The university will provide, effective August 8, 2017, a two percent (2%) salary increase in eligible in-unit Associate and Full Professors, Associate and University Librarians, Associate and Full Research Scholars/Scientist/Engineers, and Research Associates who previously received as Associate Professor, Associate University Librarian, Associate Research Scholar/Scientist/Engineer, or Research Associate promotion increase at UWF equal to or less than nine percent (9%).~~
- ~~(b) The university will provide, effective August 8, 2018, a one percent (1%) salary increase to eligible in-unit Associate and Full Professors, Associate and University Librarians, Associate and Full Research Scholars/Scientists/Engineers, and Research Associates who previously received an Associate Professor, Associate University Librarian, Associate Research Scholars/Scientist/Engineer, or Research Associate promotion increase at UWF equal to or less than nine percent (9%).~~
- ~~(c) In order to be eligible for the One-Time Promotion-Recapture Salary Adjustment:~~
 - ~~1. Employees must have been in continuous pay status since July 1, 2016, and~~

Michael Mattione
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- ~~2. Have not been issued a notice of non-reappointment or termination or tendered a resignation prior to the effective date of this wage increase.~~
- ~~(d) Employees who received a promotion increase to Associate Professor, Associate University Librarian, Associate Research Scholar/Scientist/Engineer, or Research Associate for 2016-17 and/or 2017-18 will not be eligible for the One-Time Promotion Salary Adjustment.~~
- ~~(e) Eligible employees shall receive a maximum overall increase of 3% under this section.~~
- ~~(f) For the purpose of determining base salary, TIP awards will be included in the calculation, but administrative or temporary supplements will not be included in the calculation.~~

25.5 Promotion Increases

Promotion increases will be granted to faculty pursuant to Article 15 (Promotion Procedure).

Promotion increases will be granted in an amount equal to nine percent (9%) of the faculty member's previous year's base salary rate in recognition of promotion to, Assistant University Librarian, or Associate in _____

Promotion increases will be granted in an amount equal to thirteen percent (13%) of the faculty member's previous academic year's base salary rate in recognition of promotion to Associate Professor, Associate University Librarian, Associate Research, Scholar/Scientist/Engineer.

Promotion increases will be granted in an amount equal to thirteen percent (13%) of the faculty member's previous academic year's base salary rate in recognition of promotion to Professor, University Librarian, Research Scholar/Scientist/Engineer.

25.6 Contract and Grant Funded Increases or Non-Recurring Wage Increases

- (a) Faculty on contracts or grants will receive salary increases or non-recurring wage increases equivalent to similar faculty on regular funding, provided that such salary increases or non-recurring wage increases are permitted by the terms of the contract or grant and adequate funds are available for this purpose in the contract or grant. In the event such salary increases or non-recurring wage increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not provided, the President or representative will seek to have the contract or grant modified to permit such increases or non-recurring wage increases.
- (b) Nothing contained herein will prevent the faculty members whose salaries are funded by grant agencies from being allotted raises higher than those provided in this Agreement.

25.7 Administration Discretionary Increases

The University retains the authority to provide salary increases, adjustments, or non-recurring wage increases beyond the increases specified above, for market equity considerations, including verified counteroffers and compression/inversion; increased duties and responsibilities; special achievements; litigation/settlements; and similar special situations. In the event the University develops procedures for distributing increases under this section, a copy will be provided to the UFF. The UFF will have an opportunity to discuss the procedures in consultation with the President or representative, pursuant to Article 2 (Consultation), prior to their implantation. At the end of the academic year, the UFF will be provided with a report of all salary increases granted under this

Michael Zlatton
July 11, 2019

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section during the academic year.

25.8 Salary Rate Calculation and Payment

The biweekly salary rate of faculty serving on twelve (12) month (calendar year) appointments will be calculated by dividing their calendar year salary rate by 26.1 pay periods.

25.9 Grievability

The only issues to be addressed in a grievance filed pursuant to Article 22 (Grievance Procedure and Arbitration) alleging violation of this Article are whether there is unlawful discrimination under Article 6 (Nondiscrimination), or whether there is an arbitrary and capricious application of the provisions of one (1) or more sections of this Article.

25.10 Type of Payment for Assigned Duties

- (a) Duties and responsibilities assigned by the University to a faculty member which do not exceed the available established FTE for the position shall be compensated through the payment of salary, not OPS. (b) Duties and responsibilities assigned by the University to a faculty member which are in addition to the available established FTE for the position will be compensated through Other Personal Services (OPS), not salary.

Michael Mattione
July 11, 2019

July 15, 2019

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES
AND
THE UNITED FACULTY OF FLORIDA - FACULTY UNIT
Pilot Tuition Scholarship Program for Dependents

WHEREAS, the University of West Florida Board of Trustees (hereinafter "Board") and the United Faculty of Florida for the Faculty Unit (hereinafter "UFF") seek to continue to improve faculty retention and recruitment; and

WHEREAS, the Board and the UFF recognize that offering an expanded tuition program to the dependents of qualifying faculty members is one element that can contribute to achieving these goals; and

WHEREAS, the Board and the UFF wish to provide a pilot program of the Tuition Scholarship Program for Dependents to continue to assess its long-term feasibility.

NOW, THEREFORE, the Board and the UFF understand and agree to the following:

1. A pilot program, for the 2019-2020 and 2020-2021 academic years, to offer undergraduate tuition scholarship benefits to dependent children of faculty members.
 - a. As a part of the tuition scholarship program for dependents, the University will choose at random from a pool of eligible applicants, dependent children of qualifying University faculty to participate in the program during the 2019-2020 and 2020-2021 academic years and will provide up to \$35,000 in total tuition scholarship benefits per academic year for the program. Eligible students must submit the scholarship application by August 27, 2019 for participation in the program for the 2019-2020 academic year. The application date for the 2020-2021 academic year will be determined at a future date. Additional tuition scholarship benefits will not be distributed in excess of the specified limit for each academic year, regardless of a dependent child's eligibility.
 - b. Faculty members who have completed one year of continuous service by August 7, 2019 and who are full-time faculty members, including faculty members on sabbaticals or on professional development or grants-in-aid leave, are qualifying faculty members whose dependent is eligible for the Tuition Scholarship Program for Dependents that will provide a scholarship to cover the costs of tuition for up to three (3) credit hours of undergraduate instruction per term (Fall and Spring), in addition to the existing tuition benefit at Article 26 of the collective bargaining agreement.
 - c. For purposes of this program, a "dependent" is any natural, adopted, or stepchild of the faculty member, or any other child for whom the faculty member is a legal guardian, under the age of twenty-five (25) as of the first day of classes for the semester. Also considered a dependent for purposes of this program are children over age 25 who are natural, adopted, or step children or any other child for whom the faculty member is a legal guardian as long as the faculty member's federal tax return indicates the child is a dependent or as long as the faculty member pays 50% of that child's support, as defined by the Internal Revenue Code. Special circumstances that suggest consideration of a case not fitting the above definition of "dependent" should be presented to the Director of Human Resources. Documentation to verify dependent classification may be required.

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July 15, 2019

- d. For each dependent child selected, the University will pay \$315.21 per semester (the cost of three undergraduate credit hours) towards the cost of tuition for Fall and Spring of the 2019-2020 and 2020-2021 academic years. For students already offered a financial aid package for 2019-2020, receipt of this scholarship may result in a reduction or update to existing aid package.
 - e. A dependent child must meet the admission standards, must be admitted and must be degree seeking in order to qualify for the tuition scholarship.
 - f. Continuation of the tuition scholarship is contingent upon remaining in good academic standing as defined by the University registrar and maintaining a 2.0 cumulative institutional GPA. Students on warning, probation, dismissal or reinstated from dismissal while eligible to enroll may not be eligible for the scholarship until they re-establish good academic standing as defined by the University registrar.
 - g. A dependent child loses their eligibility if a Student Code of Conduct violation results in their expulsion, suspension, expulsion from residence halls, or involuntary withdrawal.
 - h. An undergraduate dependent must take at least 15 credit hours per term, including the scholarship program hours to be eligible for participation in the program. In the event the 15-hour requirement is unreasonable or unnecessary, the scholarship recipient can petition the academic dean or equivalent in their college/school for an "underload," and if approved, the scholarship will remain available to the recipient. In no circumstances will the scholarship be provided if the student is enrolled in less than 12 hours per term.
2. At the conclusion of the pilot program, the Board and the UFF will evaluate the Tuition Scholarship Program for Dependents pilot to assess its sustainability. Both the Board and the UFF must agree to continue the program past the pilot, and without agreement of both parties, the Tuition Scholarship Program for Dependents will automatically sunset.

For the Board:

Michael Zattone

July 11, 2019
Date

For the UFF:

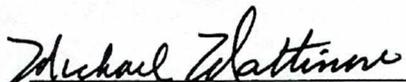
[Signature]

July 15, 2019
Date

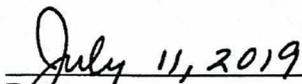
MEMORANDUM OF UNDERSTANDING

Comes Now the University of West Florida (UWF-BOT) and the United Faculty of Florida Chapter at the University of West Florida (UWF-UFF) and agrees to the following:

1. The UWF-BOT will establish the positions of Associate Clinical Professor and Clinical Professor and petition the Florida Public Employees Relations Commission to clarify the existing faculty bargaining unit to include these newly created positions. No faculty member may apply for promotion to the rank of Associate Clinical Professor or Clinical Professor prior to the 2023-2024 academic year.



Chief Negotiator – UWF BOT



Date



Chief Negotiator – UFF UWF



Date

UWF Board of Trustees Meeting

Full Board Meeting

August 14, 2019

Issue: Action Item

Proposed Action: Approval of Additional 2020-2021 Legislative Budget Request (LBR)

Background Information:

UWF is gaining national recognition for several of our top programs. This LBR is requesting \$3,777,840 from the legislature to boost several programs that are backed by regional government and industry partners and graduate students that are in high demand in Florida.

This LBR will provide funding to expand the programs and initiatives listed below, increase our ability to keep up with the talent demand of Florida, and enhance our visibility by investing in some of the top programs in the nation.

1. **UWF’s Cybersecurity – Creating Florida’s Cyber Coast.** UWF will advance cybersecurity preparedness, expand the cybersecurity workforce across the region, state, and nation, and increase the number of qualified cybersecurity professionals, including under-served and under-utilized populations. As we continue to see growth in the cybersecurity field there is a need to expand our program offerings to our Emerald Coast Campus in Fort Walton Beach. This will allow UWF to increase program offerings to current and recently discharged military members seeking improve their skills in the cybersecurity industry.
- **Ph.D. in Intelligent Systems and Robotics.** This program is in need of additional support to keep up with current and future demand. The program is a collaborative endeavor between UWF and Florida Institute for Human and Machine Cognition. 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.
- **UWF’s Supply Chain Logistics Management.** This program is key to the Southeast United States. Our graduates are sought by some of the most prestigious logistics companies around the country. The program’s success is attributed to our top-notch faculty, as well as, innovative and hands on instruction and experiences.
- **UWF’s Archaeology Program.** UWF Archaeology is a world class program that is a destination for the top archaeology students in the country and one of only 3 underwater archaeology programs nationwide. UWF’s Archaeology program is one of the most sought-after programs by students serious about being an archaeologist.
- **Advanced Manufacturing.** UWF’s Advanced Manufacturing Sea3D lab is a state-of-the-art 3D printing lab that utilizes and supports the intellectual expertise of several programs including: Workforce and Industrial Innovation, engineering, archaeology, fine arts, business, IT and psychology.

- **Cooperative Education (Co-op).** UWF is looking to create and cooperative education model for some of high demand degrees. Cooperative education is an educational model in which a student alternates traditional academic semesters with semesters spent working full-time in the field.

Implementation Plan: LBR will be submitted to the BOG following approval of the BOT.

Fiscal Implications: No costs associated with the LBR submission.

Supporting documents: University of West Florida – Programs of Excellence Legislative Budget Request

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

Presenter: President Martha D. Saunders

**State University System
Florida Board of Governors
2020-2021 Legislative Budget Request Instructions
Forms I and II**

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 2019 University Accountability Plan established by each university.

For FY 2020-2021, 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 FY 2020-2021”. The date of your university board of trustees’ approval for the LBR issue must be included on the Form I.

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 accountability plan established by each university.

**State University System
Education and General
2020-2021 Legislative Budget Request
Form I**

University(s):	
Issue Title:	University of West Florida – Programs of Excellence
Date Issue Approved by University Board of Trustees:	
Recurring Funds Requested:	3,777,840
Non-Recurring Funds Requested:	
Total Funds Requested:	3,777,840
Please check the issue type below:	
Shared Services/System-Wide Issue for Fiscal Year 2020-2021	<input type="checkbox"/>
Unique Issue for Fiscal Year 2020-2021	<input checked="" type="checkbox"/>

I. Description –

UWF is gaining national recognition for several of our top programs. UWF’s Cybersecurity for All Program is recognized by the NSA as a model for how other universities should model their cybersecurity programs. UWF’s Archaeology Program is a leader in providing hands-on instruction in some of the most diverse and historically significant sites in the world. Supply Chain Logistics Management students continually compete and beat top students in some of the top universities (including Penn State and Michigan State) in the country. UWF’s Ph.D. in Robotics and Intelligent Systems is one of four in the nation and has more demand than we can accommodate.

UWF is committed to investing in nationally recognized programs that are backed by regional government and industry partners, and graduating students who are in high demand in Florida. UWF is working with our partners to ensure these programs produce talented graduates that fit their current and future needs,

2020-2021 LBR

ensuring continued growth in these industries. Expansion of these programs, coupled with the economic growth from industries these programs attract, will bring about generational change in our area and will contribute significantly to the prosperity of the entire state of Florida. This LBR will:

1. Create a new Silicon Valley for cybersecurity in Northwest Florida known as the Cyber Coast.
2. Meet Board of Governors' 2025 Strategic Goals.
3. Boost numerous programs and initiative that will be world class and nationally ranked.

Building the Cyber Coast in Northwest Florida - \$1,607,800

In 2017, UWF's Center for Cybersecurity was designated the NSA/Department of Homeland Security Centers of Academic Excellence Regional Resource Center for the Southeast United States. This is a very prestigious recognition awarded to only eight institutions across the country. In this role, UWF provides leadership to advance cybersecurity education and workforce development across the Southeast and support colleges and universities in Florida, Alabama, Georgia, South Carolina, Mississippi and Puerto Rico.

Expansion of Cybersecurity for All Program

Building on UWF's cybersecurity strengths and partnerships with the defense and industry organizations, UWF is establishing Northwest Florida as a national leader in cybersecurity and creating the Cyber Coast.

To address the demand for a well-qualified cybersecurity workforce for our region and state, UWF created the Cybersecurity for All Program. This program significantly expands the cybersecurity workforce across the state and nation and increases the number of qualified cybersecurity professionals, including among under-served and under-utilized populations. The program's innovative approach integrates:

1. Development of core cybersecurity training courses that align with the NIST NICE National Cybersecurity Workforce Framework.
2. Development of additional course modules to customize the program for various audiences, including K12 students and teachers, businesses, government agencies, military and veterans. It addresses emerging needs such as critical infrastructure, cloud security, Internet of Things and industrial control systems security.
3. Online delivery of these training programs and courses that include virtual, hands-on learning experiences using the Florida Cyber Range.
4. Development of pathways for students who complete these courses to cybersecurity careers and degree programs.
5. Development of the Cybersecurity Ambassadors Program to increase cybersecurity awareness, interest and skills among diverse populations and build a strong, diverse talent pipeline.

Through the success of the UWF Center for Cybersecurity and the Cybersecurity for All Program, UWF has already leveraged partnerships with key cybersecurity government partners on a national level with the NSA, DHS and in Northwest Florida. UWF has also attracted the attention of global companies that need our talent development pipeline to support their cybersecurity companies.

Further investment in this program will allow us to enhance cybersecurity preparedness, expand the cybersecurity workforce across the region, state, and nation, and increase the number of qualified cybersecurity professionals, including under-served and under-utilized populations. Students working with industry experts and faculty mentors will solve key cybersecurity challenges, learn foundational knowledge, connect fully to internships and co-op experiences and prepare for rapidly growing, high-wage cybersecurity jobs in Florida.

Training Florida's Existing Cybersecurity Workforce

The Florida Cyber Range provides cutting-edge competency-based hands-on training and operations to detect and defend against cyber threats and attacks. The Florida Cyber Range provides a state-of-the-art, powerful, realistic training environment to support cyber exercises, operations and competitions for

government, military and academia, as well as facilitate the development and testing of innovative cyber threat detection, defense and response solutions.

Through the Florida Cyber Range, the UWF Center for Cybersecurity partnered with the Department of Management Services (formerly known as the Agency for State Technology) to provide cybersecurity training for state personnel and enhance cybersecurity skills and resiliency across state agencies. The Center trained 530 state agency personnel across all 54 agencies in 2018 and 2019. The Center also partnered with the Florida Department of State to provide training for elections supervisors and IT personnel and enhance elections security, providing training in four major Florida cities to over 150 elections personnel from all counties ahead of the 2018 elections.

The University of West Florida is working on a new partnership with the Department of Management Services to enhance our state's cybersecurity resiliency and build a culture of cybersecurity across our state. One key strategy to achieve this is the development of a Florida Cybersecurity Certification Program for state personnel. The program will provide opportunities and incentives for personnel across state agencies to achieve competencies that support their work roles and lead to certifications that align with state and national guidelines.

Expand Cybersecurity in Fort Walton Beach

As we continue to see growth in the cybersecurity field, there is a need to expand our program offerings at our Emerald Coast Campus in Fort Walton Beach. This area is home to two of the most important military facilities in the country in Eglin Air Force Base and Hurlburt Field. The federal government is expanding cybersecurity operations in these facilities resulting in a growing need for civilian cybersecurity professionals. UWF is seeking to expand UWF Center for Cybersecurity programs to the Emerald Coast Campus. This will allow UWF to increase program offerings to current and recently discharged military members seeking to get into or improve their skills in the cybersecurity industry.

Key Partners

Below are some of our key partners, but this is not an inclusive list:

- AFCEA
- AppRiver
- BAE Systems
- Booz Allen Hamilton
- Corry Station
- Defense Information Systems Agency
- Department of Homeland Security
- Eglin Air Force Base & Air Force Research Labs
- Florida Institute for Human & Machine Cognition
- FloridaWest
- Global Business Solutions Inc.
- General Dynamics Information Technology
- Hurlburt Field
- Hixardt Technologies
- IBM
- IT Gulf Coast & ITEN WIRED
- Jacobs
- MacAulay-Brown
- Metova CyberCENTS
- National Flight Academy
- National Security Agency
- Naval Air Station Pensacola
- Naval Education and Training Command
- NAVSEA and Naval Surface Warfare Center
- Navy Center for Information Warfare Training & Command
- Navy Federal Credit Union
- Navy Information Operations Command
- Northrop Grumman
- Raytheon
- Trend Micro

Need	#	Total Cost (includes benefits)
Professor of Cybersecurity	1	\$195,000
Faculty	5	\$682,500
Program Coordinator	2	\$146,300
Operating Capital Outlay - FWB		\$434,000
Instructional Equipment		\$150,000
Total		\$1,607,800

Meeting Talent Demands of Today and Tomorrow - \$2,170,040

UWF recognizes the importance of a focus on a few high-quality programs that will have the greatest impact on Northwest Florida. Below are programs and initiatives that are fundamental to the economic growth and prosperity of our region and Florida.

Intelligent Systems and Robotics

The Ph.D. in Intelligent Systems and Robotics Program was developed to meet the need for the next generation of researchers to develop science and technology that combines human and machine elements together in ways that exploit their respective strengths and mitigate their respective weaknesses. Spurred by innovation at our regional military facilities and the Institute for Human and Machine Cognition, Northwest Florida is a budding hotbed for AI research and development. In order to remain competitive while spurring economic growth, we need to train the next generation of Intelligent System and Robotics scientists. The program consists of interdisciplinary training across multiple fields to provide rich educational research and internship experiences for students. Beyond course work, the program's cornerstone will be hands-on, leading-edge research in robotics and artificial intelligence.

Need	QTY	Total Cost (includes benefits)
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Faculty	3	\$468,000
Instructional Equipment		\$50,000
Total		\$518,000

Supply Chain Logistics Management

Graduates of UWF’s Supply Chain Logistics Management Program are sought by some of the most prestigious logistics companies around the country. The program’s success is attributed to our top-notch faculty, as well as innovative and hands-on instruction and experiences. As a result, our graduates find jobs in the logistics field with starting salaries as high as \$70,000.

Northwest Florida’s aerospace industry is growing rapidly with the addition of an Airbus manufacturing facility nearby. Eastern Shipbuilding in Panama City was awarded a \$10.5 billion dollar contract to build cutters for the Coast Guard. These are two examples of large industries needing Supply Chain Logistics professionals in our region. Students in the program receive unique learning experiences as UWF professors help them apply classroom lessons to real-world supply chain logistics challenges facing our company partners. The success of our students in competitions and in the workforce has given this program and UWF nationwide visibility and recognition as a leader in developing top talent for Supply Chain Logistics Management industries.

Need	#	Total Cost (includes benefits)
Faculty	3	\$312,000
Program Coordinator	1	\$58,500
Total		\$370,500

Archaeology

UWF’s Archaeology Program is a world class program that is a destination for the top archaeology students in the country and one of only 3 underwater archaeology programs nationwide. UWF’s Archaeology Program is one of the most sought after programs by students serious about being an archaeologist. Northwest Florida has some of the oldest and most diverse archaeological sites in the Americas. The human story in Northwest Florida begins with Native Americans and the first multi-year European settlement in the United States dating back to 1559. The region is unique as it has both terrestrial and maritime archaeology from prehistory to colonialism and the civil war. The UWF Archaeology Program leverages these unique assets to provide hands-on training for students in researching, preserving and sharing this heritage with the public. By enhancing the existing academic program with additional faculty and staff, facilities and equipment, student scholarship support and stable funding for annual summer archaeological field school training, the UWF Archaeology Program will be able to attract and graduate more and better-qualified students, providing them with the top-quality training and experience they need for their professional careers.

Need	QTY	Total Cost (includes benefits)
Faculty	3	\$264,780
Faculty Research Associates	2	\$134,000
Faculty Administrator	1	\$88,260
Archaeological Field Schools		\$150,000
Instructional Equipment		\$50,000
Total		\$687,040

Support Initiatives for Programs of Excellence

Advanced Manufacturing

The Advanced Manufacturing Sea3D lab is a state-of-the-art 3D printing lab that utilizes and supports the intellectual expertise of several programs, including: Workforce and Industrial Innovation, engineering, archaeology, fine arts, business, IT and psychology. The lab is able to design and print 3D models, instruments and other research devices to the exact specifications a researcher needs. The Sea3D lab is vital to the university's growing research capabilities. In addition to supporting faculty and student research, the advanced manufacturing team supports applied research in manufacturing, education and internships that will improve Florida's economy by filling vacant positions in manufacturing. The return on the investment for filling manufacturing positions creates one-and-a-half new jobs in support sectors like logistics and business services. The Sea3D lab is also open to the public and its staff works to develop solutions to problems such as designing replacement window cranks for antique windows that are no longer in production. As a result, the team saved the client thousands of dollars by not having to replace his windows. Expanding faculty and graduate assistant opportunities will allow this program to meet current and future demands as manufacturing changes to a high-tech industry requiring advanced skills.

Need	#	Total Cost (includes benefits)
Faculty	2	\$208,000
Graduate Assistants	4	\$120,000
Total		\$328,000

Cooperative Education (co-op)

UWF is looking to create a cooperative education model for some of its high-demand degrees. Cooperative education is an educational model in which a student alternates traditional academic semesters with semesters spent working full-time in the field. The co-op program is not an internship. Students will be employed full-time and paid in a professional setting that is relevant to their major. They will gain real-world experience by completing tasks as an entry level professional. They will be supervised and evaluated not only by the company they are placed with but also by faculty in their

degree program. Co-op students will complete three to five co-op terms (including most summers) during the duration of their degree. This opportunity will provide substantial real-world experience in a company in their field and possibly lead to full-time employment with their co-op company. This program will be especially fruitful to cybersecurity students allowing them to get an early start on security clearances.

Need	#	Total Cost (includes benefits)
Faculty Administrators	2	\$208,000
Program Coordinator	1	\$58,500
Total		\$266,500

II. Return on Investment –

Investing in UWF’s nationally recognized Programs of Excellence will bring a generational change for the people of Northwest Florida. By enhancing our high-skilled workforce and spurring economic growth in the region, UWF will help diversify the economy bringing much needed prosperity to a region that lags behind the rest of Florida but is ripe with potential. The programs and initiatives will establish an innovative, sustainable and scalable workforce development model that supports the growth of qualified professionals in our region.

Investing in UWF’s Programs of Excellence will bring many benefits to our region and to all of Florida, including:

- Increased number of qualified cybersecurity professionals across the region, state and nation.
- Enhanced economic growth within new industries helping to diversify and provide resiliency to a regional economy traditionally dependent on industries susceptible to economic downturns.
- Increased number of graduates earning degrees in high-demand, high-paying degree programs, including underserved and underutilized populations.

- Enhanced visibility for UWF as a leader in workforce development.
- Expanded partnerships among business, government and military partners.

These programs all lead to high-skill, high-paying jobs in our region and throughout Florida. These programs meet state and national workforce needs and allow faster transition into the job market. They will significantly contribute to the following Florida Board of Governors’ performance-based funding metrics:

1. Percent of bachelor’s graduates employed (\$25,000+) or continuing their education
2. Median wages of bachelor’s graduates employed full-time
3. Bachelor’s degrees awarded in programs of strategic emphasis
4. Graduate degrees awarded in programs of strategic emphasis
5. Percent of baccalaureate graduates completing 2+ types of high-impact practice

I. Facilities

	Facility Project Title	Fiscal Year	Amount Requested	Priority Number
1.				
2.				

Special UWF Board of Trustees Meeting
August 14, 2019

Issue: Code of Ethics/Conflict of Interests for BOT members

Proposed Action: No voting action

Background Information: A PowerPoint presentation and overview of the Florida Code of Ethics will be presented by UWF's General Counsel. Discussion will also include UWF BOT Policy BOT-06.02-08/14, *Conflict of Interest Policy*. This is an ongoing and continuing effort to provide education and training to the Board of Trustees regarding their fiduciary responsibilities.

Fiscal Implications: None

Supporting documents: PowerPoint Presentation
UWF BOT Policy 06.02-08/14, *Conflict of Interest Policy*

Prepared by: Pamela E. Langham, Esquire
General Counsel
1.850.474.3420 x 6242
plangham@uwf.edu

Facilitator/Presenter: Pamela E. Langham, Esquire
General Counsel

University Policy BOT-06.02-08/14

Policy Title: Conflict of Interest Policy

Originator: Dr. Judith A. Bense, President

Responsible Office: UWF Board of Trustees

Reason for Policy/Purpose:

The University of West Florida Board of Trustees is the governing board of the University of West Florida; as such it is obligated to serve the public trust. As a member of the Board, each Trustee agrees to keep the welfare of the University at all times paramount, putting aside any and all personal, and business interests thereby assuring that a Trustee's independence of judgment is not compromised, that the confidence and respect of the public and the University community in the integrity of the Board are preserved, and that the University of West Florida's public mission is protected and well served.

Definitions:

The following definitions apply to this policy:

Business Relationship – means a relationship in which a Trustee, or a Trustee's spouse or child serves as an officer, director, or proprietor of, or has a material interest in an organization that does business with the University of West Florida.

Material Interest – means a direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

Principal by whom Retained – means an individual or entity, other than an agency as defined in Section 112.312(2), F.S., that for compensation, salary, pay, consideration, or similar thing of value, has permitted or directed a Trustee to act for the individual or entity, and includes, but is not limited to, one's client, employer, or the parent, subsidiary, or sibling organization of one's client or employer.

Relative – unless otherwise specified in the Code of Ethics, means an individual who is related to a Trustee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the Trustee or who otherwise holds himself or herself out as or is generally known as the person whom the Trustee intends

to marry or with whom the Trustee intends to form a household, or any other natural person having the same legal residence as the Trustee.

Special Private Gain or Loss – means an economic benefit or harm that would inure to the Trustee, his or her relative, business associate, or principal, unless the measure affects a class that includes the Trustee, his or her relative, business associate, or principal, in which case, at least four factors must be considered when determining whether a special private gain or loss existed: 1. The size of the class affected by the vote, 2. The nature of the interests involved, 3. The degree to which the interests of all members of the class are affected by the vote, and 4. The degree to which the Trustee, his or her relative, business associate, or principal receives a greater benefit or harm when compared to other members of the class. The degree to which there is uncertainty at the time of the vote as to whether there would be any economic benefit or harm to the Trustee, his or her relative, business associate, or principal and, if so, the nature or degree of the economic benefit or harm must also be considered.

Policy Statement:

1. **Scope.** It is the requirement of the State of Florida that no public officer shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the officer's proper discharge of his or her duties in the public interest. See Section 112.311(5), Florida Statutes.
2. **Fiduciary Responsibilities.** Section 8 of Article II of the Constitution of the State of Florida states: "A public office is a public trust." Board members of the University of West Florida serve the public trust and have a clear obligation to fulfill their responsibilities in a manner consistent with this requirement. Each Trustee is responsible for abiding by the Code of Ethics for Public Officers and Employees which is contained in Chapter 112, Part III (Sections 112.311 - 112.326) of the Florida Statutes.
3. **Best Interests of the University.** All decisions of the Board are to be made solely on the basis of a desire to advance the best interests of the institution and the public good. Trustees are entrusted to be independent of and impartial in their decision in terms of their other interests, and are not permitted to use their public office for private gain.
4. **Other Interests.** Board members are often involved in the affairs of other institutions, businesses and organizations. Members may have other relationships and affiliations that raise questions about perceived conflicts of interest. Although many such potential conflicts are and will be deemed inconsequential, each Trustee has the responsibility to comply with the Code of Ethics with respect to these interests.
5. **The Code of Ethics for Public Officers and Employees.** The Code of Ethics provides definitions and sets forth the various contexts in which conflicts arise. As defined in the Code, a "conflict of

interest" arises in a situation in which regard for a private interest tends to lead to disregard of a public duty or interest. Particular attention is required when public officers are in situations involving:

- (a) solicitation and acceptance of gifts;
- (b) doing business with, contracting and engaging in transactions with the University;
- (c) favors or compensation;
- (d) unauthorized compensation;
- (e) misuse of public position or confidential information;
- (f) conflicting employment or consulting contractual relationships;
- (g) employment of relatives; and
- (h) private gain resulting from an association with the University.

6. Consultation and Guidance. Any Trustee who is uncertain whether a conflict of interest may exist in any matter shall advise the Chair of the Board and may request advice from General Counsel or the State of Florida Commission on Ethics (www.ethics.state.fl.us).

7. Continuing Obligation. Each Trustee has a continuing obligation to:

- (a) be familiar with the Florida Statutes regarding ethics and conflicts of interest and the terms of this Policy; and
- (b) disclose as required by law any possible personal, familial, or business relationships that might reasonably give rise to a conflict involving the University.

8. Disclosure.

- (a) All Trustees shall complete and file disclosure forms as required by Florida law. (See Sections 112.3143, 112.3144, and 112.3145, F.S.)
- (b) Each Trustee will on or before July 1 of each year, file with the Secretary to the Board an executed Conflict of Interest Disclosure Statement identifying relationships that may constitute conflicts or potential conflicts of interest, or confirming that no such conflicts or potential conflicts are known to exist (the form attached hereto).

9. Voting Conflicts. A Trustee may not vote on any matter that the Trustee knows would inure to his or her special private gain or loss. Any Trustee who abstains from voting in an official capacity upon any measure that the Trustee knows would inure to the Trustee's special private gain or loss, or who votes in an official capacity on a measure that he or she knows would inure to the special private gain or loss of any principal by whom the Trustee is retained or to the parent organization or subsidiary of a

corporate principal by which the Trustee is retained other than an agency as defined in Section 112.312(2); or which the Trustee knows would inure to the special private gain or loss of a relative or business associate of the Trustee shall make every reasonable effort to disclose the nature of his or her interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes. If it is not possible for the Trustee to file a memorandum before the vote, the memorandum must be filed with the person responsible for recording the minutes of the meeting no later than 15 days after the vote.

“Relative” as used in this paragraph 9 means any father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

10. Confidential Information. Board members will frequently receive information in connection with their membership on the Board. Trustees shall not use information acquired as a result of their position to their own advantage, profit, or gain. On occasion such information will be confidential. Confidential information includes all non-public information that is protected by federal or state law such as trade secrets, work product, collective bargaining negotiation discussions, records reflecting academic evaluations of faculty performance and student educational records. Trustees shall not use confidential information for any personal purpose and shall not disclose such information, in any form, except to those who require such information to carry out the business of the University or to those whom disclosure is legally mandated.

11. Authority of Individual Board Members. The authority of the Board rests with the board as a whole and is exercised in meetings of the board. Trustees shall conduct relationships with the University staff, students, the public and the media with this in mind. The expertise of the Board is needed in terms of policy-making and planning so that the University staff can do its best to operate the University.

Authority and Related Documents:

Board of Governors Regulation 1.001; Chapter 112, Part III, Florida Statutes.

APPROVED: Dr. Judith A. Bense, President

Date: 10/17/14

History: BOT-06.00-09/09 Conflict of Interest Policy, adopted September 2009; revised hereby.

Adopted by the University Board of Trustees Executive Committee on August 14, 2014; ratified by the University of West Florida Board of Trustees on September 9, 2014.

The University of West Florida Board of Trustees Conflict of Interest Disclosure Statement

This Conflict of Interest Disclosure Statement is intended to protect both the Board and the University, by affording the University ample opportunity to forestall any potential conflicts and assure that all Board decisions are above reproach.

To allow the Board and the University to monitor and promptly address any potential conflicts, please:

(i) identify below any relationships, financial or personal, that may constitute conflicts or potential conflicts of interest, or (ii) confirm that no such conflicts or potential conflicts are known to exist:

The following represent interests or relationships that are or may be in conflict with my position as Trustee of the University:

1. Personal, familial or business relationships that might reasonably give rise to a conflict involving the University.

2. Outside employment or service (any outside employment or provision of outside services by you or any member of your family that may be in conflict with your position as a Trustee of the University.

3. Outside interests, financial and other (any interests or positions which you or any member of your family hold in any outside concern from which the University obtains goods or services, or which provides services competing with the University):

4. Any other potential issues or conflicts:

OR

_____ As of today's date, I have no financial, professional, or personal relationships that reasonably hold the potential for a conflict of interest involving my service as a University Trustee.

I am familiar with The University of West Florida Board of Trustees Conflict of Interest Policy pursuant to which this Disclosure Statement is filed. I have disclosed all potential conflicts of interests of which I am aware, and I agree to promptly file an additional Disclosure Statement if any additional matters subject to disclosure arise before my next annual Disclosure Statement is due.

Signature _____

Date _____