



## USF Board of Trustees

Monday, August 2, 2021  
Microsoft Teams Meeting @ 10:30am

### A G E N D A

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|---|-------------------------------|
| <b>I. Call to Order</b>   | Chair Will Weatherford        |
| <b>II. New Business – Action Item</b>   |                               |
| <b>a. FL 101 – Approval of Recommended Order to resolve the impasse between USF and AFSCME</b>                      | Gerard Solis, General Counsel |
| <b>b. FL 102 – Approval of Summary of Contractual Details and Commitments regarding President Steven C. Currall</b> | Gerard Solis, General Counsel |
| <b>c. FL 103 – Nomination of Rhea F. Law to serve as Interim President</b>  | Chair Weatherford             |
| <b>III. Adjournment</b>   | Chair Weatherford             |

**Agenda Item: FL 101**

**USF Board of Trustees  
August 2, 2021**

**Issue:** On July 6, 2021, an impasse between University management and AFSCME was heard by the Board of Trustees Labor Committee. The Labor Committee's Recommended Order is now before the Board for consideration.

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**Proposed Action:** Approve the Labor Committee's July 6, 2021 Recommended Order

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**Executive Summary:** Under Board of Governors Regulation 1.001 (5) (b) each university board of trustees shall act as the sole public employer with regard to all public employees of its university for the purposes of collective bargaining and shall serve as the legislative body for the resolution of impasses with regard to collective bargaining matters.

The University of South Florida Board of Trustees, acting through its duly appointed Labor Committee, conducted a public hearing in the matter of the impasse between the University of South Florida Board of Trustees and Employees Council 79, American Federation of State, County and Municipal Employees, AFL-CIO, Local 3342 on July 6, 2021, at 2:00 pm. The members of the Labor Committee were all present for the hearing: Trustee Michael Carrere, Trustee Sandra Callahan, and Trustee Oscar Horton.

Consistent with sec. 447.403 (4) (c), Florida Statutes, the purpose of the hearing was to permit the Parties to explain their positions with respect to the recommendations of the Special Magistrate recommended order of April 22, 2021 ("Magistrate's Order"). The Special Magistrate's recommended order was based on a prior hearing to determine facts relevant to the dispute and provided recommended decisions on the unresolved contractual issues. Both parties initially filed objections to the Magistrate's Order; however, at the hearing AFSCME withdrew its objections and accepted the recommendations in the Magistrate's Order while USF maintained its objections. Each Party was permitted 15 minutes to address the Magistrate's Order, followed by questions, from the Labor Committee.

After the Parties presented their positions, the Labor Committee publicly deliberated on each issue. Of the five issues presented, the Labor Committee unanimously voted to recommend the position of USF management to the full Board, including a 1% bonus and a 1% base increase to employees covered by the AFSCME bargaining unit. The total cost of proposed 1% bonus and a 1% base increase is \$1.68 million

In reaching this recommendation, the Labor Committee found that the 2% increase (1% bonus and 1% base increase) was in line with historical increases for the AFSCME bargaining units; the Labor committee also found that the 2% increase is comparable to

increases to other bargaining units in the 2019-2020 fiscal year; the Labor Committee further noted the University's ongoing budget challenges.

On all other issues, the Labor Committee recommended *status quo* (e.g., no change) to the collective bargaining agreement.

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**Committee Review Date:** July 6, 2021

**Supporting Documents:** July 6, 2021 UBOT Labor Committee Recommended Order to Resolve AFSCME Impasse

**Prepared by:** Gerard D. Solis, General Counsel

**July 6, 2021 University of South Florida Board of Trustees Labor Committee Recommended Order re Impasse Between the University of South Florida Board of Trustees and Employees Council 79, American Federation of State, County and Municipal Employees, AFL-CIO, Local 3342**

The University of South Florida Board of Trustees, acting through its duly appointed Labor Committee, conducted a public hearing in the matter of the impasse between the University of South Florida Board of Trustees and Employees Council 79, American Federation of State, County and Municipal Employees, AFL-CIO, Local 3342 on July 6, 2021, at 2:00 pm.

The hearing was publicly noticed and conducted virtually, livestreamed, and recorded. All members of the Labor Committee were present: Trustee Michael Carrere, Trustee Sandra Callahan, and Trustee Oscar Horton. Appearing for AFSCME was Hector R. Ramos, Coordinator AFSCME Florida Region 2. Appearing for USF Management was John Dickinson, Constangy, Brooks, Smith & Prophete, LLP.

Consistent with sec. 447.403 (4) (c), Florida Statutes, the purpose of the hearing was to permit the Parties to explain their positions with respect to the recommendations of the Special Magistrate recommended order of April 22, 2021 ("Magistrate's Order"). The Special Magistrate's recommended order was based on a prior hearing to determine facts relevant to the dispute and provided recommended decisions on the unresolved contractual issues. Both parties initially filed objections to the Magistrate's Order; however, at the hearing AFSCME withdrew its objections and accepted the recommendations in the Magistrate's Order while USF maintained its objections. Each Party was permitted 15 minutes to address the Magistrate's Order, followed by questions, from the Labor Committee.

After the Parties presented their positions, the Labor Committee publicly deliberated on each issue. The specific issues and determinations were as follows.

**Issue #1 concerned Article 5:** the Special Magistrate recommended that AFSCME be able to distribute AFSCME informational packets during employee orientation.

- Management rejected the recommendation and proposed status quo (i.e., AFSCME materials will not be distributed at orientation)
- AFSCME supported the Magistrate's recommendation

**Labor Committee:** *via unanimous vote (3 affirmative & 0 negative): agreed with Management's position noting that this was a new provision of the Collective Bargaining Agreement ("CBA") and that absent compelling, supported reasons, longstanding provisions of the CBA should not be disturbed or added, and here no such reasons were presented; that there were other readily available means for distributing union materials; and that confusion could result for employees attending orientation that are not covered by the AFSCME bargaining unit.*

**Issue #2 concerned Article 21:** The Special Magistrate recommended that the University increase base wages of bargaining unit employees by 2.5% percent on an effective date determined by the University in the 2021-22 fiscal year, with the employees receiving the increase in the form of a retroactive lump sum payment based 2.5% base increase of the employee's wages calculated from April 1, 2020.

- Management rejected the recommendation and proposed a 1% bonus and a 1% base increase with no retroactive payment
- AFSCME supported the Magistrate's recommendation

**Labor Committee:** *via unanimous vote (3 affirmative & 0 negative) agreed with Management's position noting that the 2% increase (1% bonus and 1% base increase) was in line with historical increases for the AFSCME bargaining units; the Labor committee also found that the 2% increase is comparable to increases to other bargaining units in the 2019-2020 fiscal year; the Labor Committee further noted the University's ongoing budget challenges; the Labor Committee further recommended that the 1% bonus and a 1% base increase should be promptly referred to the full Board and considered prior to the Board's next regularly scheduled meeting on August 24, 2021.*

**Issue #3 concerned Article 21:** The Special Magistrate recommended the University increase the entry level base hourly rate from the current hourly minimum rate of \$10.54 to \$12.00 on July 1, 2021, \$13.00 on July 1, 2022, and \$14.00 on July 1, 2023.

- Management rejected the recommendation and proposed Status Quo (i.e., effectively default to the constitutionally established wage increase schedule)
- AFSCME supported the Special Magistrate's recommendation

**The Labor Committee:** *via unanimous vote (3 affirmative & 0 negative) agreed with management and took notice of the fact that on November 3, 2020, Florida voters approved Amendment 2, which increases the minimum wage to \$15 an hour and amends the Florida's Constitution. Under the amendment, Florida's minimum wage rate (currently, \$8.56) will increase to \$10 an hour in September 2021. The minimum wage then will increase by \$1 each year until it reaches \$15 an hour in 2026. The minimum wage rate applies to all public and private sector employers, regardless of size or number of employees. Under this amendment employers, including USF must use the following hourly minimum wage schedule for non-tipped employees:*

- *Through December 31, 2020 – \$8.56*
- *January 1, 2021 – \$8.65*
- *September 30, 2021 – \$10.00*
- *September 30, 2022 – \$11.00*
- *September 30, 2023 – \$12.00*
- *September 30, 2024 – \$13.00*
- *September 30, 2025 – \$14.00*
- *September 30, 2026 – \$15.00*

**Issue #4 concerned Article 21:** The Special Magistrate recommended that the CBA be amended to add a requirement that the University provide AFSCME at least thirty (30) days advance notice of discretionary wage increases.

- Management rejected the recommendation and proposed status quo (i.e., no required notice prior to discretionary increases)
- AFSCME supported the recommendation

**Labor Committee:** *via unanimous vote (3 affirmative & 0 negative) agreed with Management's position noting that this was a new provision of the CBA and that absent compelling, supported reasons, longstanding provisions of the CBA should not be disturbed or added, and here no such reasons were presented; the Labor Committee was also concerned about potential delays in paying of discretionary increases to employees who earned them.*

**Issue #5 concerned Article 21:** The Special Magistrate recommended that the CBA be amended to add a new requirement that the University provide AFSCME with copies of all financial settlement with employees to settle grievances/lawsuits/or other disputes.

- Management rejected the recommendation and proposed status quo (i.e., no required delivery production of settlement agreements)
- AFSCME supported the recommendation

**Labor Committee:** *via unanimous vote (3 affirmative & 0 negative) agreed with Management's position noting that this was a new provision of the CBA and that absent compelling, supported reasons, longstanding provisions of the CBA should not be disturbed or added, and here no such reasons were presented; The Labor Committee was also concerned that this change would place a burden on management and that specific agreements could be readily obtained via public records request by AFSCME.*

**Done and Recommended to the full Board on July 6, 2021**

**UBOT Labor Committee**

**Agenda Item: FL 102**

**USF Board of Trustees  
August 2, 2021**

**Issue:** Consider a tentative agreement entitled Summary of Contractual Terms and Details (“Summary”) executed by President Currall and Chair Weatherford.

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**Proposed Action:** Approve the Summary to provide President Currall with compensation and benefits upon his retirement that are equivalent to certain compensation and benefits in the March 2019 Contract.

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**Executive Summary:** On July 19, 2021, the President Steven C. Currall announced his retirement from the Presidency of the University of South Florida to preserve his health and to spend more time with his family. President Currall’s retirement is effective August 2, 2021. This retirement does not extend to President Currall’s faculty appointment as a tenured full professor in the Muma College of Business.

President Currall led USF through consolidation, a pandemic, a budget realignment process, and a strategic renewal process. In recognition of President Currall’s service and accomplishments, the Board is asked to provide President Currall with certain benefits and compensation that are equivalent to certain compensation and benefits contained in the March 2019 Contract. The Summary refers to specific sections of the March 2019 Contract to avoid any confusion or doubt as to the intended compensation and benefits; however, the compensation and benefits are tendered under the terms of the Summary rather than the March 2019 Contract.

The material compensation and benefits contained in the Summary are as follows:

1. Any compensation over \$200,000 must be paid from non-state funds
2. Section 3.4 of the March 2019 Contract shall apply to the following extent: President Currall shall go on Professional Development Leave with Base Salary and Benefits as stated in Section 4.0 of the Contract (Base Salary is \$575,000 per calendar year). At the conclusion of the Professional Development Leave, President Currall shall have the option to return to the faculty as described in Section 3.4 of the Contract. The ninety (90) day notice period described in Section 13.1 shall be added to the Professional Development Leave period (i.e., 15 month total duration of Professional Development Leave).
3. President Currall is entitled to equivalent of credited deferred compensation as of June 30, 2021 (\$230,000), adjusted for profit and loss.

4. President Currall is entitled to vested, but unpaid Performance Compensation for the 2019-2020 contract year/fiscal year as provided in Section 5.2 of the Contract (\$269,500); he remains eligible for Performance Compensation for the 2020-2021 contract year/fiscal year.
5. The Board shall consider conferring the title of *President Emeritus* on President Currall. (Note: this term is not provided in the March 2019 Contract).

President Currall and Chair Weatherford tentatively agreed to the Summary on July 19, 2021. The full Board is now asked to approve the Summary because only the full Board can affect the terms and conditions of the USF's president's employment.

**Proposed Motion:** Move to approve the Summary and provide the equivalent of compensation and benefits contained in the March 2019 Contract to President Currall upon his retirement from the Presidency on August 2, 2021.

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**Committee Review Date:** NA

**Supporting Documents:** March 28, 2019 Presidential Contract; July 19, 2021 Summary of Contractual Terms and Details

**Prepared by:** Gerard D. Solis, General Counsel

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**Summary of Contractual Details and Commitments**

1. This document summarizes the material terms of the understanding between President Steven C. Currall, PhD, and the University of South Florida Board of Trustees (collectively the Parties), regarding the President's retirement from the President position.

In recognition of the President's service and accomplishments, the Board will provide the following benefits, which are more fully described in the March 28, 2019, Presidential Contract (Contract). To the extent this document and the Contract are in conflict, this document will control.

2. The effective date of President Currall's resignation is August 2, 2021 (Effective Date).
3. Section 3.4 of the Contract shall apply to the following extent: As of the Effective Date President Currall shall begin Professional Development Leave with his current Base Salary and Benefits as stated in Section 4.0 of the Contract. At the conclusion of the Professional Development Leave, President Currall shall have the option to return to the faculty as described in Section 3.4 of the Contract. The ninety (90) days' notice period described in Section 13.1 shall be added to the Professional Development Leave period (i.e., 15-month total duration of Professional Development Leave).
4. President Currall is entitled to credited and vested deferred compensation as provided in Section 5.1 of the Contract.
5. President Currall is entitled to vested, unpaid discretionary Performance Compensation for the 2019-2020 contract year/fiscal year, as provided in Section 5.2 of the Contract. President Currall remains eligible for the discretionary Performance Compensation for the 2020-2021 contract year/fiscal year, as provided in Section 5.2 of the Contract.
6. As of the Effective Date President Currall shall not receive the compensation contained in Sections 6.0 – 10.0 of the Contract. The President, however, shall have a reasonable time from the Effective Date to relocate from the Lifsey House. Relocation shall be at President Currall's expense.
7. The University of South Florida Board of Trustees shall consider conferring to President Currall the title of President Emeritus.
8. The Parties acknowledge that the dispute resolution provisions of Section 17.0 of the Contract remain in place and are binding after the date of this document and the Effective Date.

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9. The obligations of the University of South Florida Board of trustees contained in this document are pending ratification by the full Board, which is promptly anticipated.

**The undersigned hereby acknowledge their understanding of the terms of this document and, knowingly and voluntary agree to abide by the same on this 19<sup>th</sup> Day of July 2021.**

DocuSigned by:  
*Steve Currall*  
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**Steven C. Currall**  
**President and Professor**  
**University of South Florida**

DocuSigned by:  
*William Weatherford*  
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**William Weatherford**  
**Chairman**  
**University of South Florida Board of Trustees**

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**PRESIDENTIAL CONTRACT**

This Employment Agreement ("Agreement"), executed this 28th day of March 2019, and effective as of July 1, 2019, is entered into by and between the University of South Florida Board of Trustees, a public body corporate of the State of Florida, (the "Board," or the "Board of Trustees") and Steven Currall (the "President" or "Dr. Currall"), for the position of President of the University of South Florida System ("University" or "USF System"). The Board and President are collectively referred to herein as the Parties.

**WHEREAS**, Dr. Currall shall commence service as President of the University on July 1, 2019;

**WHEREAS**, the Board of Trustees has the current legal authority to determine the terms and conditions of employment of the President of the University;

**WHEREAS**, the Board of Trustees desires to commence the employment of Dr. Currall as President on the terms and conditions provided herein and subject to confirmation by the Florida Board of Governors;

**WHEREAS**, both the University and Dr. Currall desire to set forth their respective rights and obligations in this Agreement;

**WHEREAS**, both the University and Dr. Currall intend this Agreement to become effective July 1, 2019;

**WHEREAS**, this Agreement has been duly approved and its execution has been duly authorized by the Board of Trustees; and

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

**1.0 Appointment as President**

1.1 The University, on the terms specified in this Agreement, shall appoint Dr. Currall as its President of the University and to serve as the Chief Executive Officer of the University subject to the Regulations, Policies, and supervision of the Board of Trustees. Dr. Currall accepts and agrees to such terms of employment. The President's authority and responsibilities, as delegated by the Board and stated herein, shall extend to the University, including the three (3) campuses of the University located in Tampa, St. Petersburg, and Sarasota-Manatee, Florida, and at USF Health and at such other place or places as the either the Board or the President deem appropriate for the interests, needs, business, or opportunity of the University.

1.2 The President shall perform all duties required by law, by this Agreement, and customarily performed by presidents of public colleges and universities comparable in size to the University consistent with the applicable rules, regulations and policies of the University and the Florida Board of Governors. Those duties include, but are not limited, to:

1.2.1 Operating and managing the University;

1.2.2 Providing institutional, faculty, and educational leadership;

1.2.3 Strategic planning and visioning;

1.2.4 Fundraising;

1.2.5 Acting as corporate secretary to the Board;

- 1.2.6 Preparing budget requests, including operating and capital budgets, and submitting same to the Board as required by University governance requirements;
- 1.2.7 Establishing and implementing policies and procedures to recruit, appoint, transfer, promote, compensate, evaluate, reward, demote, discipline, and remove personnel;
- 1.2.8 Governing admissions;
- 1.2.9 Approving, executing, and administering contracts for the acquisition of commodities, goods, equipment, services, lease of real and personal property, and planning and construction;
- 1.2.10 Acting as custodian of all University property, including the authority to prioritize the use of University space, property, equipment, and resources;
- 1.2.11 Implementing approved programs for the University;
- 1.2.12 Establishing the internal academic calendar of the University;
- 1.2.13 Administering the University's program of intercollegiate athletics;
- 1.2.14 Recommending the establishment and termination of undergraduate, masters and doctoral level degree programs within the approved role and scope of the University;
- 1.2.15 Awarding degrees;
- 1.2.16 Administering the schedule of tuition and fees to be charged by the University;
- 1.2.17 Entering into agreements for student exchange programs;

- 1.2.18 Approving the internal procedures of student government organizations and providing purchasing, contracting, and budgetary review processes for those organizations;
- 1.2.19 Adjusting property records and disposing of state-owned tangible property;
- 1.2.20 Maintaining all data and information pertaining to the operation of the University and reporting on the attainment by the University of institutional and statewide performance accountability goals;
- 1.2.21 Ensuring compliance with federal and state laws, regulations, and other requirements applicable to the University;
- 1.2.22 Reviewing periodically the operations of the University to determine how effectively and efficiently the University is being administered and whether it is meeting the goals of its strategic plan;
- 1.2.23 Organizing the University to achieve the goals of the University efficiently and effectively; and
- 1.2.24 Recommending the adoption of rules, regulations and policies to successfully implement provisions of law governing the operation and administration of the University and the items listed above.

**2.0 Best Efforts as President**

- 2.1 Dr. Currall agrees to faithfully, industriously, and with maximum application of experience, ability, and talent, and subject to Section 2.3 below, devote Dr. Currall's full-time attention and energies to the duties of President of the University.

- 2.2 Those duties shall be performed for the University including at the three (3) campuses of the University located in Tampa, St. Petersburg, and Sarasota-Manatee, Florida, and at USF Health and at such other place or places as the either the Board or the President deem appropriate for the interests, needs, business, or opportunity of the University.
- 2.3 The Board recognizes that it is both appropriate and beneficial for the President to engage in outside activities, such as serving on for-profit and non-profit boards of directors, consulting, delivering speeches, and writing. The expenditure of reasonable amounts of time for personal or outside activities, as well as charitable and professional development activities, which are permitted provided such activities do not interfere with the services required to be rendered to the University under the provisions of this Agreement, as determined by the Board.
- 2.4 The President shall not engage in any activity that may be competitive with and adverse to the best interests of the University or that interferes with the duties set forth in Section 1.2 and 2.0 of this Agreement.
- 2.5 The President shall seek approval from the Board Chair, who may confer with the Governance Committee, prior to agreeing to serve on any board of directors of any entity or to engage in any substantial outside business activity, including authorship of books. Any and all income or other compensation earned by the President in connection with approved outside business activities shall be paid to and retained by the President, and such income or other compensation shall have no effect on the amount of salary, compensation, and benefits the President is otherwise entitled to receive under this Agreement. Dr. Currall shall be solely

responsible for the tax treatment of any such external compensation described in this paragraph.

**3.0 Effective Date; Term of Appointment; Tenure; Leave; and Evaluation**

- 3.1 The term of this Agreement shall be for a period of five (5) years, commencing on July 1, 2019 (the “Effective Date”) and ending on June 30, 2024. This Agreement may be extended for additional one year terms upon mutual agreement of the parties following review of Dr. Currall’s performance by the Board and confirmation of reappointment of Dr. Currall by the Florida Board of Governors in accordance with the Constitution and laws of the State of Florida. Notwithstanding the foregoing, this appointment shall be subject to prior termination as provided in this Agreement.
- 3.2 Dr. Currall shall be recommended for a tenured faculty appointment at the rank of Professor in the Muma College of Business, or its organizational successor, upon appointment or as soon as thereafter practicable, and shall be accorded all rights and privileges afforded to such appointment. Thereafter, Dr. Currall’s faculty tenure and status shall be subject to the same University Regulations. Policies and standards applicable to similarly situated tenured faculty of the University.
- 3.3 In addition to Dr. Currall’s appointment in the Muma College of Business, Dr. Currall shall be eligible to participate in instructional activities (e.g., teaching a class) within areas of Dr. Currall’s expertise in academic units (i.e., college or school) of the University, including those located at USF Tampa, USF St. Petersburg and USF Sarasota-Manatee. Such instructional activity shall be contingent on an invitation to do so by the dean and/or the faculty in the unit and

consistent with the primary duties of this Agreement as described in sections 1.0 and 2.0. These instructional activities will not: alter or conflict with the terms of this Agreement; or serve as a basis for additional compensation; or confer voting rights regarding faculty recruitment, faculty promotion/tenure; or on curricular matters at the academic unit level. Beyond the rank of full professor, Dr. Currall shall be eligible for additional faculty ranks or classifications (e.g. distinguished university professor or endowed professor) as determined and permitted by established faculty governance processes and University Regulations.

- 3.4 Upon termination of service as President, Dr. Currall shall be entitled to a 12-month professional development leave compensated at Dr. Currall's then current Base Salary and Benefits as stated in Section 4.0 (only) of this Agreement. Professional development leave shall not be available if this Agreement is terminated due to termination for cause, death or disability under Sections 12 or 14 of this Agreement. This professional development leave is to permit Dr. Currall to retool for a regular, full-time faculty assignment. In the event that Dr. Currall accepts full-time employment with an entity other than the University prior to the conclusion of this professional development leave, then such professional development leave shall immediately cease effective on the date that the new employment commences and no further compensation for professional development leave will be owed by the University. An approved outside activity will not constitute employment for the purposes of this Section. At the conclusion of professional development leave Dr. Currall may transfer to a full-time 9-month faculty position as a tenured faculty member with the then current rate of

compensation converted to a 9-month salary and adjusted as provided by USF System Regulation 10.103. The adjusted compensation rate will then be further adjusted to be commensurate with the average of the two highest paid faculty members in the college where Dr. Currall's tenured faculty appointment is held. At the discretion of the Board and in lieu of or in combination with the faculty assignment described in this section, Dr. Currall may be eligible for an administrative assignment or position that is consistent with the University's interests and Dr. Currall's qualifications and experience. The benefits described in this section shall apply in the event of the President's resignation only as provided in section 16.3 of this Agreement.

- 3.5 On or before August 15 of each contract year the President shall provide the Board Chair with a list of proposed goals and objectives based upon the University's strategic plan. Once approved by the Board Chair the proposed list of goals and objectives shall be submitted by the President to the Governance Committee of the Board of Trustees for consideration. Following consideration by the Governance Committee, the proposed goals and objectives shall be presented for review and approval by the Board in a special or regularly scheduled Board meeting.
- 3.6 On or before September 30 of each contract year, Dr. Currall shall initiate the evaluation process for the period that began on July 1 of the previous contract year and ended on June 30 of the same by submitting to the Board Chair and Governance Committee a self-appraisal of the President's performance during said period. This appraisal shall address performance related to each of the goals

and objectives determined for July 1 through June 30 of the previous contract year. At a special or regularly scheduled Board meeting after the President has submitted this self-appraisal the Board shall evaluate Dr. Currall's performance for the previous contract year (July 1 through June 30) based on achievement of the mutually agreed upon specified goals and objectives and other mutually agreed criteria. To aid the Board in its performance review, the President agrees to furnish such oral and written reports as may be requested by the Board Chair or Governance Committee Chair.

**4.0 Compensation: Base Salary and Benefits**

- 4.1 As compensation for the services to be performed by Dr. Currall pursuant to this Agreement the Board shall pay the President a base salary of \$575,000.00 (five hundred and seventy five thousand dollars and zero cents). No more of this amount than is allowed by Florida Statutes shall be paid from public funds. This amount shall be payable according to the University's executive service category with appropriate deductions for taxes and benefits.
- 4.2 The President's base salary and performance compensation shall be reviewed annually and may be increased, but not decreased, at the discretion of the Board. Such annual salary review will be accomplished in conjunction with the Board's evaluation of job performance, as set forth in Section 3.4 of this Agreement.
- 4.3 The President shall be responsible for any personal income tax liability incurred as a result of this Agreement or any provision herein.

- 4.4 The Board authorizes all standard executive service benefits for the President, based on the current annual base salary as set forth in Section 4.1 of this Agreement.

**5.0 Additional Compensation and Benefits**

- 5.1 **Deferred Compensation:** The Board authorizes the USF Foundation to contribute to a deferred compensation plan established for the President's benefit equal to 20% (twenty percent) of the then current annual base salary per contract year. This additional compensation shall be treated as deferred compensation in accordance with and to the extent allowed by applicable tax laws and regulations and shall be payable only as provided in the separate plan document (Plan Document"). The material terms of the Plan Document shall provide for credited deferred compensation to be payable: (1) at the end of the initial contract term; or (2) upon the President's involuntary termination without cause; or (3) the President's death or permanent disability while in office; and that (4) the credited deferred compensation would be entirely forfeit if the President were to voluntarily resign prior to the end of the contract term or in the event the President were terminated for cause. The President is encouraged to consult with independent tax advisers regarding the treatment of any deferred compensation under this Agreement.
- 5.2 **Performance Compensation:** The President shall be eligible to receive discretionary annual performance based compensation for the period from July 1 to June 30 of each contract year. Said performance based compensation shall be determined and awarded in a lump sum payment by the Board of Trustees in a

special or regularly scheduled meeting no later than December 15 of each contract year. The President's entitlement to said performance based compensation, if and to the extent awarded by the Board, shall survive the termination of this Agreement. Seventy (70) % of the performance based compensation shall be awarded by the Board based upon the President's performance with respect to the goals and objectives determined and fixed pursuant to the provisions of Section 3.4 of this Agreement taking into account the Governance Committee's evaluation thereof. The remaining percentage of the performance based compensation shall be within the sole discretion of the Board Chair. The Board Chair, upon consultation with the Governance Committee Chair, shall also determine the weighting to be accorded to each goal and objective for the purposes of determining the annual performance based compensation for the President. Said performance based compensation shall not exceed \$275,000.00 (two hundred and seventy five thousand dollars and zero cents).

**6.0 Use of State-owned Facility**

6.1 The Board will authorize and provide a facility, either the Lifsey House or other comparable facility, to the President to carry out the duties under this Agreement, including the use of the facility for official University functions, meetings with faculty, staff, students, and community leaders and for official entertainment.

**7.0 Automobile**

7.1 The University shall provide the President with an annual automobile allowance of \$12,000 (twelve thousand dollars and zero cents) payable in equally monthly installments each calendar year commencing on the Effective Date. The President

may select a vehicle that is suitable for the obligations of the position. Dr. Currall is responsible for payment of taxes associated with receipt of the automobile allowance that is deemed to be gross income to Dr. Currall.

- 7.2 The Board will authorize and provide insurance for the President's automobile in an amount not to be less than current property and casualty insurance package limits to the President. The President and other approved drivers shall be named insureds.

**8.0 Professional Dues and Meetings Memberships in Service Organizations**

- 8.1 The Board will authorize and provide annually for reasonable expenses incurred by the President to attend University-related events, educational conferences, conventions, courses, seminars, and other similar professional growth activities, including membership in professional organizations.
- 8.2 The Board will authorize and provide the President with membership dues or fees for organizations that would further the interests of the University.

**9.0 Entertainment and Travel**

- 9.1 The Board will authorize and provide for reasonable expenses incurred by the President for University-related entertainment and travel, including travel for the President's spouse or partner where attendance of same is in the best interests of the University.
- 9.2 To further enable the President to carry out required duties, the Board shall provide the cost of annual dues and membership fees for mutually agreed to private club memberships that will facilitate the performance of President's duties.

9.3 The entertainment and travel expenses described in this section shall conform to the laws of the State of Florida, University regulations and policies.

**10.0 Relocation Expenses; Housing Allowance**

10.1 Dr. Currall shall receive a one-time relocation allowance in the amount of \$100,000.00 (one hundred thousand dollars and zero cents) payable within 30 (thirty) calendar days of the full execution of this Agreement. This payment is for relocation and associated expenses incurred in moving to Tampa, Florida. Dr. Currall is responsible for payment of taxes associated with receipt of the moving expenses that is deemed to be gross income to Dr. Currall.

10.2 Dr. Currall shall receive an annual housing allowance in the amount of \$84,000.00 (eighty four thousand dollars and zero cents) payable in equal biweekly installments each calendar year for the term of this Agreement and commencing on the Effective Date. Dr. Currall is responsible for payment of taxes associated with receipt of the housing allowance deemed to be gross income to Dr. Currall. The housing allowance shall not be subject to increase during the term of the Agreement. In the event Dr. Currall elects to make the Lifsey house the President's residence, then the housing allowance shall cease as of the date the President takes permanent occupancy of the Lifsey House. Prior to the President taking permanent occupancy of the Lifsey House, the President and Board shall analyze and approve the relative costs and benefits of renovations before engaging in same.

**11.0 Expense Receipts and Documentation**

11.1 The President agrees to maintain and furnish upon request to the Board Chair or the Chair's designee an accounting of expenses provided for in this Agreement in reasonable detail and given reasonable notice.

**12.0 Termination of the Agreement for Cause**

12.1 Notwithstanding anything in this Agreement to the contrary, the parties agree that the Board may terminate this Agreement at any time for Cause. For purposes of this Agreement, "Cause" shall mean conduct reasonably determined by a majority of the Board of Trustees to be: (a) malfeasance or gross negligence by the President in the performance of assigned duties; or (b) actions or omissions by the President that are undertaken or omitted and are criminal or fraudulent or involve material dishonesty or moral turpitude; or (c) the indictment of the President in a court of law for any felony, or any other crime involving misuse or misappropriation of University resources; or (d) misconduct connected with work; or (e) a material breach of this Agreement that damages the University. In the event this Agreement is terminated for Cause, Dr. Currall's employment as President shall cease immediately, and Dr. Currall shall not be entitled to any further employment. In addition, Dr. Currall shall not be entitled to any further compensation or benefits as President, except as set forth in the University's benefit plans with respect to vested rights and rights after termination of employment.

**13.0 Termination of the Agreement Without Cause**

13.1 Notwithstanding anything herein to the contrary, the parties agree that the Board may terminate this Agreement without cause at any time upon the lesser of: (i) 90 days; or (ii) the number of days remaining in the then current term of the President's employment prior written notice ("Notice Period") to the President. During the Notice Period compensation will be paid to the President in accordance with the provisions of Section 15 as authorized by this Agreement. The provisions of Section 3.3 hereof shall be applicable in the event of a termination pursuant to the provisions this section. Termination of this Agreement by virtue of the President's permanent disability or death shall not be construed as termination without cause.

**14.0 Termination Due to President's Death or Permanent Disability**

14.1 The President's death or permanent disability prior to the expiration of this Agreement shall terminate this Agreement, subject to the provisions of this Section.

14.2 In the event of Dr. Currall's death while serving as the President of the University this Agreement shall terminate on the date of death. The President's estate shall be entitled to receive: all benefits that Dr. Currall is entitled under the University's various insurance plans, as applicable, deferred compensation as provided in 5.1; and base salary and housing allowance for 45 (forty five) calendar days from the date of death.

- 14.3 If Dr. Currall becomes permanently disabled while serving as President, this Agreement shall terminate on the date of the determination of permanent disability and Dr. Currall shall receive all benefits to which Dr. Currall is entitled pursuant to the University's disability insurance plans, as applicable. Dr. Currall's annual base salary and benefits hereunder shall continue until such time as the long term disability insurance policy begins to pay Dr. Currall benefits according to the applicable policy. For purposes of this Agreement, "Permanent Disability" shall mean the inability of the President to perform the essential functions of the job, including but not limited to the duties contained in section 1.2, for a period of six (6) months in any one (1) year (12 month) period, with or without "reasonable accommodations" as such term is defined in 42 U.S.C. §12111 (9) as amended and interpreted by courts of competent jurisdiction.
- 14.4 The President shall prepare a succession plan for Board approval for continuity of operations and organizational stability in the event of the President's permanent or unexpected absence, disability, incapacity or death.

**15.0 Compensation During Notice Period**

- 15.1 If the Board terminates this Agreement without cause pursuant to Section 13.0 of this Agreement and Dr. Currall continues to serve as President during the Notice Period, the Board shall pay Dr. Currall compensation as authorized by Sections 4.0 and 5.0 of this Agreement for service as President during the Notice Period.
- 15.2 Dr. Currall will be entitled to continue applicable health insurance plan(s) and life insurance plan(s) at Dr. Currall's sole expense upon separation from employment with the University in accordance with applicable federal law, specifically

COBRA. Dr. Currall will not be entitled to any other benefits except as otherwise provided or required by applicable law. In no event shall the Board be liable for the loss of any business opportunities or any other benefits or income from any sources that may result from the Board's termination of this Agreement without cause.

- 15.3 If the President accepts full-time employment with an employer other than the University during the Notice Period provided for in Section 13.1, the Board's financial obligations under this Agreement other than pursuant to Section 15.2 hereof shall cease.

**16.0 Resignation by the President**

- 16.1 Dr. Currall may terminate this Agreement by giving the Board the lesser of: (i) ninety (90) days' notice; or (ii) notice equal to the number of days remaining under the term of this Agreement. Such notice shall be in writing and delivered as provided in this Agreement. By mutual agreement, Dr. Currall and the Board may agree to modify the length of the notice period if it is in the best interests of the University.
- 16.2 If Dr. Currall exercises this section 16.1, then Dr. Currall's employment as President shall cease on the effective date of the resignation. All salary and benefits contained in this Agreement shall also cease on the resignation date except those accrued and vested prior to the resignation date.
- 16.3 Provided the President's resignation date is within 90 days of the end of the term of this Agreement, then the President shall be entitled to the benefits of section 3.3. In the event Dr. Currall's resignation date is not within 90 days of the end of

the term of this Agreement and Dr. Currall returns to the faculty, then upon said return Dr. Currall's current rate of compensation shall be converted to a 9-month salary and adjusted as provided by USF System Regulation 10.103. The adjusted compensation rate will then be further adjusted to be commensurate with the average of the two highest paid faculty members in the college where Dr. Currall's tenured faculty appointment is held.

**17.0 Dispute Resolution**

17.1 The Board and Dr. Currall agree that if any dispute arises concerning this Agreement that they will first attempt in good faith to resolve the dispute to their mutual satisfaction. If they are unable to do so, the parties agree that any controversy or claim that either party may have against the other arising out of or relating to the construction, application or enforcement of this Agreement, as well as any controversy or claim based upon the alleged breach of any legal right relating to or arising from Dr. Currall's employment and/or termination of employment shall be submitted to non-binding mediation. Within fifteen (15) days after delivery of a written notice of request for mediation from one party to the other, the dispute shall be submitted to a single mediator chosen by the parties in Tampa, Florida. The costs and fees associated with mediation shall be borne by the University. The parties agree to pay their own attorney's fees and costs. The University and Dr. Currall will use their best efforts to keep any disputes and any efforts to resolve disputes confidential, informing only their respective legal counsel and other persons who have a good faith need to know basis to receive the disclosed information and will use their best efforts to ensure that such

persons do not further disclose any such information. The Board and Dr. Currall agree that no mediator may be a University faculty member or have any material, ongoing relationship with the University.

- 17.2 If mediation, as described in Section 17.1, is unsuccessful, any controversy between the Board and Dr. Currall involving the construction, application or enforcement of this Agreement, as well as any controversy or claim based upon the alleged breach of any legal right relating to or arising from Dr. Currall's employment and/or termination of President's employment shall, on the written request of either party served on the other, be submitted to binding arbitration before a single arbitrator from JAMS Panel of Neutrals. JAMS shall provide a list of three arbitrators who are qualified to hear the dispute as determined by the JAMS National Arbitration Committee. Within ten (10) days of receipt thereof, each party shall strike one name from the list, The President shall strike first and notify the Board of such choice and the Board shall strike last. Notwithstanding the foregoing the parties may mutually agree upon a qualified arbitrator or upon a mutually agreed upon neutral to select the arbitrator for them. Dr. Currall and the Board stipulate and agree that any arbitration will be held in Tampa, Florida, pursuant to the *Comprehensive Arbitration Rules and Procedures* (or any comparable rules then in existence) (the "Rules"). Pursuant to the Rules, discovery may include depositions, interrogatories and document production. In any controversy between the Board and Dr. Currall involving the construction, application or enforcement of this Agreement, the arbitrator must base his/her decision upon the written Agreement and he/she shall not have power to modify,

add to or ignore terms of the Agreement. The written decision of the arbitrator shall be final and binding upon both Parties and may be entered in any court having jurisdiction thereof. Arbitrator compensation and administrative fees shall be borne equally by the parties. The Parties agree to pay their own attorney's fees and costs.

17.3 The pendency of any matter under this section shall not operate to impede, preclude, or delay the Board from taking the action complained of or otherwise exercising its rights under this Agreement.

**18.0 Notice**

18.1 Unless and until changed by a party giving written notice to the other, the addresses below shall be the addresses to which all notices required or allowed by this Agreement shall be sent:

If to the University:

Chair, USF Board of Trustees  
4202 East Fowler Avenue, CGS 401  
Tampa, Florida 33620

With a copy to:

General Counsel  
Office of the General Counsel  
4202 E. Fowler Avenue, CGC 301  
Tampa, Florida 33620

If to the President:

Dr. Steven Currall  
President, University of South Florida  
Office of the President  
4202 East Fowler Avenue, CGS 401  
Tampa, Florida 33620

With a copy to President's Representative:

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**19.0 Entire Agreement; Modification**

19.1 This Agreement constitutes the entire understanding of the parties and supersedes any and all prior or contemporaneous representations or agreements as of the Effective Date, whether written or oral, between the parties. There are no other promises, understandings, obligations, inducements, undertakings, or considerations between the parties or owed by either party to the other that are not set forth in this Agreement or explicitly referenced herein..

19.2 This Agreement cannot be amended, modified or changed other than by express written agreement by the parties hereto.

**20.0 Severability**

20.1 The terms of this Agreement are severable, meaning that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable to the extent possible.

**21.0 Governing Law and Venue**

21.1 This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida.

21.2 Venue for any action seeking enforcement of an order pursuant to Section 17.2 of this Agreement shall be in Hillsborough County, Florida.

**22.0 Understanding of the Agreement**

22.1 Both Dr. Currall and the Board represent that they have thoroughly read this Agreement, that they have had full opportunity to consult with legal counsel of their choice and that they understand it to be a binding contract, that they understand each provision, term, and condition of this Agreement as well as its legal effect, and that they have signed the Agreement voluntarily and of their own free will with the intention to comply with its terms.

**23.0 Public Disclosure of the Agreement**

23.1 Both parties agree and acknowledge that this Agreement may be subject to the Florida public records law, Chapter 119, or other provisions, and may, therefore, be subject to disclosure by and in the manner provided for by law.

**24.0 Waiver**

24.1 No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.

**25.0 Assignability**

25.1 This Agreement is not assignable, but shall be binding upon the heirs, administrators, personal representatives, successors, and assigns of both parties.

**26.0 Counterparts**

26.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**27.0 Insurance and Indemnification**

27.1 Dr. Currall shall be indemnified by the University on the same terms and conditions enjoyed by the Board and University employees operating within the course and scope of their employment. Said coverage shall survive termination as to matters relating to actions while serving as President.

**28.0 No Trust Fund**

28.1 Nothing contained in this Agreement and no action taken pursuant to the provisions of this Agreement shall create or be construed to create a trust of any kind. To the extent that the President acquires a right to receive payments from the University hereunder, such rights shall be no greater than the right of any unsecured, general creditor of the University.

**29.0 Miscellaneous**

29.1 The headings in this Agreement are for convenience only and shall not be used in construing or interpreting this Agreement. The terms "Board," "Board of Trustees" and "University" as used herein, where applicable or appropriate, shall be deemed to include or refer to any duly authorized board, committee, officer, or employee of said entity. Whenever the context requires, the masculine shall include the feminine and neuter, the singular shall include the plural, and conversely.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

IN WITNESS WHEREOF, the President and the authorized representative of the University of South Florida Board of Trustees have executed this Agreement on this 28 day of March, 2019.

UNIVERSITY OF SOUTH FLORIDA

WITNESS:

  
\_\_\_\_\_

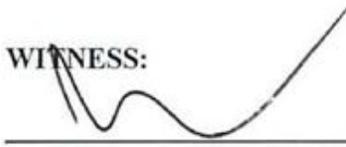
Witness' Printed Name: Nancy Watkins

By:

  
Brian D. Lamb  
Chair, USF Board of Trustees

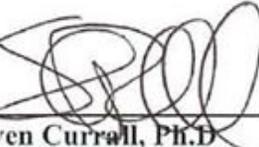
3/28/19  
(Date)

WITNESS:

  
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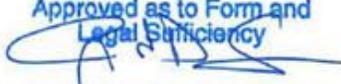
Witness' Printed Name: STEVEN CURRAL

By:

  
Steven Curral, Ph.D.  
President & CEO

28 March 2019  
(Date)

Approved as to Form and  
Legal Sufficiency

  
\_\_\_\_\_  
Attorney, USF

**Agenda Item: FL 103**

**USF Board of Trustees  
August 2, 2021**

**Issue:** Receive and act on nominations for interim president, and approve the terms of an interim presidential contract.

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**Proposed Board Actions:** (1) receive and act upon the recommendation of Rhea F. Law to serve as Interim President of the University of South Florida and, if applicable, receive and consider nominations for other candidates to serve as Interim President; (2) determine if it is in the best interests of the University to delegate full authority to the interim president during the period prior to confirmation by the Board of Governors; and (3) approve material contractual terms for the appointment of the interim president, subject to BOG approval

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**Executive Summary:** On July 19, 2021, the President Steven C. Currall announced his retirement from the Presidency of the University of South Florida to preserve his health and spend more time with his family. President Currall's retirement is effective August 2, 2021. On July 26, 2021, Board Chair Weatherford recommended Rhea Law to serve as USF's interim president.

Under Board of Governors Regulation 1.001 (5) (c), each board of trustees shall select its university president subject to confirmation of the candidate by the Board of Governors ("BOG"). Under BOG Regulation 1.001 5 (d), a board of trustees may select an interim president, who is subject to confirmation by the BOG; however, if it is determined by a board of trustees to be in the best interests of the university, then the interim president may be delegated full authority to serve during the period prior to confirmation by the BOG. As such, if Ms. Law were selected by the Board to serve as interim president, then she could begin her term prior to confirmation by the BOG if it is determined to be in the best interests of the University.

To facilitate Ms. Law's appointment *if selected by the Board*, the following material terms and conditions are recommended for the Draft Interim Presidential Contract.

**Term:** The term is to begin prior to confirmation by the BOG and to continue until the first day of employment of the permanent University president following a national search. In the event of a failed search (i.e., no candidate is selected after a national search or the selected candidate is unable or unwilling to serve), the term may be extended for an additional period upon mutual agreement of the Parties and with BOG confirmation.

The Interim Presidential Contract may be ended prior to the expiration of the term based on just cause, no fault basis, incapacity, or resignation.

**Compensation:** Any compensation over \$200,000 must be paid from non-state funds. As a matter of salary equity, the Draft Interim Presidential Contract offers the current level of presidential compensation and benefits, including base compensation (\$575,000), at-risk performance-based compensation based on annual evaluation (up to \$275,000), non-guaranteed deferred compensation (\$115,000), and monthly vehicle and housing stipends (\$8000 per month). A relocation bonus is not included in the Interim Presidential contract.

The current compensation levels were based on a comprehensive compensation study conducted in March of 2019. The Board has the authority to review and adjust compensation based on market data and performance.

**Annual Evaluation:** the interim president will be evaluated against goals and objectives based upon the University's Accountability Plan, Performance Based Funding and Preeminence metrics, strategic interests, aspirations, and other mutually agreed upon criteria. The annual evaluation will occur no later than June 1, 2022.

**Other terms:** The Interim Presidential Contract does not include a faculty appointment or professional development leave to retool for a faculty assignment; it does include standard provisions for alternative dispute resolution.

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**Proposed Motion:** Move to authorize the Board Chair to finalize the terms of the Draft Interim Presidential Contract with the selected candidate on terms materially consistent with the terms summarized here and contained in the supporting materials to this agenda item; and that based on the interests of the University the term of the Interim President shall begin the week of August 2<sup>nd</sup> subject to ultimate confirmation by BOG.

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**Committee Review Date:** NA

**Supporting Documents:** Board of Governors Regulation 1.001; Draft Interim Presidential Contract

**Prepared by:** Gerard D. Solis, General Counsel

Discussion draft applicable only if the BOT selects Ms. Law to serve as Interim President on August 2, 2021

## DRAFT INTERIM PRESIDENTIAL CONTRACT

This Employment Agreement ("Agreement"), executed this \_\_\_ day of August 2021, and effective as of August \_\_, 2021, is entered into by and between the University of South Florida Board of Trustees, a public body corporate of the State of Florida, (the "Board," or the "Board of Trustees") and Rhea F. Law (the "Interim President" or "Ms. Law"), for the position of Interim President of the University of South Florida ("University" or "USF"). The Board and Interim President are collectively referred to herein as the Parties.

**WHEREAS**, the Board has determined pursuant to Florida Board of Governors Regulation 1.001 (5) (d) that it is in the best interests of the University for Ms. Law to be delegated full authority to serve as the Interim President as of August \_\_, 2021;

**WHEREAS**, Ms. Law is ready and able to commence service as Interim President of the University on August \_\_, 2021;

**WHEREAS**, the Board has the current legal authority to determine the terms and conditions of employment of the Interim President of the University;

**WHEREAS**, the Board desires to commence the employment of Ms. Law as Interim President on the terms and conditions provided herein and subject to confirmation by the Florida Board of Governors;

**WHEREAS**, both the Board and Ms. Law desire to set forth their respective rights and obligations in this Agreement;

**WHEREAS**, both the Board and Ms. Law intend this Agreement to become effective August \_\_, 2021.

**WHEREAS**, this Agreement has been duly approved and its execution has been duly authorized by the Board and Ms. Law; and

Discussion draft applicable only if the BOT selects Ms. Law to serve as Interim President on August 2, 2021

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

**1.0 Appointment as Interim President**

1.1 The University shall appoint Ms. Law to serve as Interim President of the University and to serve as the Chief Executive Officer of the University subject to the terms specified in this Agreement and the Regulations, Policies, and oversight of the Board of Trustees. Ms. Law accepts and agrees to such terms of employment. The Interim President's authority and responsibilities, as delegated by the Board and stated herein, shall extend to the University, including the three (3) campuses of the University located in Tampa, St. Petersburg, and Sarasota-Manatee, Florida, and at USF Health and at such other place or places as the either the Board or the Interim President deem appropriate for the interests, needs, business, or opportunity of the University.

1.2 The Interim President, or her designee, shall perform all duties required by law, by this Agreement, and customarily performed by presidents of public colleges and universities comparable in size to the University consistent with the applicable Rules, Regulations and Policies of the University and the Florida Board of Governors. These duties include, but are not limited, to:

- 1.2.1 Operating and managing the University;
- 1.2.2 Providing institutional, faculty, and educational leadership;
- 1.2.3 Strategic planning and visioning;
- 1.2.4 Fundraising;

Discussion draft applicable only if the BOT selects Ms. Law to serve as Interim President on August 2, 2021

- 1.2.5 Acting as corporate secretary to the Board;
- 1.2.6 Preparing budget requests, including operating and capital budgets, and submitting same to the Board as required by University governance requirements;
- 1.2.7 Establishing and implementing policies and procedures to recruit, appoint, transfer, promote, compensate, evaluate, reward, demote, discipline, and remove personnel;
- 1.2.8 Governing admissions;
- 1.2.9 Approving, executing, and administering contracts for the acquisition of commodities, goods, equipment, services, lease of real and personal property, and planning and construction;
- 1.2.10 Acting as custodian of all University property, including the authority to prioritize the use of University space, property, equipment, and resources;
- 1.2.11 Implementing approved programs for the University;
- 1.2.12 Establishing the internal academic calendar of the University;
- 1.2.13 Administering the University's program of intercollegiate athletics;
- 1.2.14 Recommending the establishment and termination of undergraduate, masters and doctoral level degree programs within the approved role and scope of the University;
- 1.2.15 Awarding degrees;
- 1.2.16 Administering the schedule of tuition and fees to be charged by the University;
- 1.2.17 Entering into agreements for student exchange programs;

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Discussion draft applicable only if the BOT selects Ms. Law to serve as Interim President on August 2, 2021

- 1.2.18 Approving the internal procedures of student government organizations and providing purchasing, contracting, and budgetary review processes for those organizations;
- 1.2.19 Adjusting property records and disposing of state-owned tangible property;
- 1.2.20 Maintaining all data and information pertaining to the operation of the University and reporting on the attainment by the University of institutional and statewide performance accountability goals;
- 1.2.21 Ensuring compliance with federal and state laws, regulations, and other requirements applicable to the University;
- 1.2.22 Reviewing periodically the operations of the University to determine how effectively and efficiently the University is being administered and whether it is meeting the goals of its strategic plan;
- 1.2.23 Organizing the University to achieve the goals of the University efficiently and effectively; and
- 1.2.24 Recommending the adoption of rules, regulations, and policies to successfully implement provisions of law governing the operation and administration of the University and the items listed above.

**2.0 Best Efforts as Interim President**

- 2.1 Ms. Law agrees to faithfully, industriously, and with maximum application of experience, ability, and talent, and subject to Section 2.3 below, devote Ms. Law’s full-time attention and energies to the duties of Interim President of the University.
- 2.2 Those duties shall be performed for the University including at the three (3) campuses of the University located in Tampa, St. Petersburg, and Sarasota-

Discussion draft applicable only if the BOT selects Ms. Law to serve as Interim President on August 2, 2021

Manatee, Florida, and at USF Health and at such other place or places as the either the Board or the Interim President deem appropriate for the interests, needs, business, or opportunity of the University.

2.3 The Board recognizes that it is both appropriate and beneficial for the Interim President to engage in outside activities, such as serving on for-profit and non-profit boards of directors, consulting, delivering speeches, and writing. The expenditure of reasonable amounts of time for personal or outside activities, as well as charitable and professional development activities, which are permitted provided such activities do not interfere with the services required to be rendered to the University under the provisions of this Agreement, as determined by the Board.

2.4 The Interim President shall not engage in any activity that may be competitive with and adverse to the best interests of the University or that interferes with the duties set forth in Section 1.2 and 2.0 of this Agreement. Attached as **Exhibit A** to this Agreement is a list of external boards, committees, and activities that are preapproved by the Board to not present a conflict with the interests of the University and duties of the Interim President. The Parties will review **Exhibit A** on a quarterly basis to confirm that it is current and that no unforeseen conflicts have developed.

2.5 The Interim President shall seek approval from the Board Chair, who may confer with the Governance Committee, prior to agreeing to serve on any board of directors of any entity or to engage in any substantial outside business activity, including authorship of books. All income or other compensation earned by the Interim President in connection with approved outside business activities shall be

Discussion draft applicable only if the BOT selects Ms. Law to serve as Interim President on August 2, 2021

paid to and retained by the Interim President, and such income or other compensation shall have no effect on the amount of salary, compensation, and benefits the Interim President is otherwise entitled to receive under this Agreement. Ms. Law shall be solely responsible for the tax treatment of any such external compensation described in this paragraph.

**3.0 Effective Date; Term of Appointment; and Evaluation**

3.1 Consistent with Florida Board of Governors Regulation 1.001 (5) (d), the Board has determined that it is in the best interests of the University for Ms. Law to be delegated full authority to serve as the Interim President prior to confirmation by the Board of Governors; however, this does not replace confirmation by the Florida Board of Governors. If Ms. Law is not subsequently confirmed by the Board of Governors, then the Parties will return to the *status quo ante* and Ms. Law shall be paid prorated amounts under sections, 4.0, 7.0, and 10.0 of this Agreement.

3.2 The term of this Agreement shall begin on August \_\_, 2021 (the “Effective Date”) and continue until the first day of employment of the permanent University president following a national search. In the event of a failed search (i.e., no candidate is selected after a national search or the selected candidate is unable or unwilling to serve), this Agreement may be extended for an additional period upon mutual agreement of the Parties and in accordance with the Regulations of the Florida Board of Governors and the Constitution and laws of the State of Florida. Notwithstanding the foregoing, this appointment shall be subject to prior termination as provided in this Agreement.

Discussion draft applicable only if the BOT selects Ms. Law to serve as Interim President on August 2, 2021

3.3 On or before September 30, 2021 the Interim President shall provide the Board Chair with a list of proposed goals and objectives based upon the University's Accountability Plan, Performance-Based Funding and Preeminence metrics, strategic interests, aspirations, and other mutual agreed upon criteria. Following approval by the Board Chair, the proposed list of goals and objectives shall be submitted by the Interim President to the Governance Committee of the Board of Trustees for consideration. Following consideration by the Governance Committee, the proposed goals and objectives shall be presented for review and approval by the Board in a special or regularly scheduled Board meeting.

3.4 Thirty (30) days prior to the first day of the permanent University president's employment, Ms. Law shall initiate the evaluation process for the period that began on the Effective Date by submitting to the Board Chair and Governance Committee a self-appraisal of the Interim President's performance from August \_\_, 2021 to the date the self-appraisal is submitted. This appraisal shall address performance related to each of the goals and objectives determined as provided above in Section 3.3.

3.3. At a special or regularly scheduled Board meeting after the Interim President has submitted this self-appraisal the Board shall evaluate Ms. Law's performance based on achievement of the mutually agreed upon goals and objectives and other mutually agreed criteria. To aid the Board in its performance review, the Interim President agrees to furnish such oral and written reports as may be requested by the Board Chair or Governance Committee Chair. If a permanent University president

Discussion draft applicable only if the BOT selects Ms. Law to serve as Interim President on August 2, 2021

is not selected or is unavailable for hire by July 1, 2022, the evaluation process shall begin no later than June 1, 2022.

**4.0 Compensation: Base Salary and Benefits**

4.1 As compensation for the services to be performed by Ms. Law pursuant to this Agreement the Board shall pay the Interim President a base salary of \$575,000.00 (five hundred and seventy five thousand dollars and zero cents). No more of this amount than is allowed by Florida Statutes shall be paid from public funds. This amount shall be payable according to the University's executive service category with appropriate deductions for taxes and benefits.

4.2 The Interim President's base salary and performance compensation shall be reviewed annually and may be increased, but not decreased, at the discretion of the Board. Such annual salary review will be accomplished in conjunction with the Board's evaluation of job performance, as set forth in Section 3.3 of this Agreement.

4.3 The Interim President shall be responsible for any personal income tax liability incurred because of this Agreement or any provision herein.

4.4 The Board authorizes all standard executive service benefits for the Interim President, based on the current annual base salary as set forth in Section 4.1 of this Agreement.

**5.0 Additional Compensation and Benefits**

5.1 Deferred Compensation: within 45 (forty five) days of the Effective Date, The Board authorizes the USF Foundation to contribute to a deferred compensation plan established for the Interim President's benefit equal to 20% (twenty percent) of the Base Salary. This additional compensation shall be treated as deferred

Discussion draft applicable only if the BOT selects Ms. Law to serve as Interim President on August 2, 2021

compensation in accordance with and to the extent allowed by applicable tax laws and regulations and shall be payable only as provided in the separate plan document (Plan Document”). The material terms of the Plan Document shall provide for credited deferred compensation to be payable: (1) at the end of the initial contract term; or (2) upon the Interim President’s involuntary termination without cause; or (3) the Interim President’s death or permanent disability while in office; and that (4) the credited deferred compensation would be entirely forfeit if the Interim President were to voluntarily resign prior to the end of the contract term or in the event the Interim President were terminated for cause. The Interim President is encouraged to consult with independent tax advisers regarding the treatment of any deferred compensation under this Agreement.

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5.2 Performance Compensation: The Interim President shall be eligible to receive discretionary annual performance-based compensation. Said performance-based compensation shall be determined and awarded in a lump sum payment by the Board of Trustees in a special or regularly scheduled meeting no later than July 1, 2022. The Interim President’s entitlement to said performance-based compensation, if and to the extent awarded by the Board, shall survive the termination of this Agreement. Seventy (70) % of the performance-based compensation shall be awarded by the Board based upon the Interim President’s performance with respect to the goals and objectives determined pursuant to the provisions of Section 3.3 of this Agreement. The Board’s evaluation shall consider the Governance Committee’s evaluation. The remaining percentage of the performance-based compensation shall be within the sole discretion of the Board

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Chair. The Board Chair, upon consultation with the Governance Committee Chair, shall also determine the weighting to be accorded to each goal and objective for the purposes of determining the annual performance-based compensation for the Interim President. Said performance-based compensation shall not exceed \$275,000.00 (two hundred and seventy five thousand dollars and zero cents).

**6.0 Use of University Facilities**

The Board authorizes the Interim President's customary use of University facilities to carry out the duties under this Agreement, including the use of USF facilities for official University functions, meetings with faculty, staff, students, and community leaders, and for official entertainment.

**7.0 Automobile Stipend**

7.1 The University shall provide the Interim President with an annual automobile stipend of \$12,000 (twelve thousand dollars and zero cents) payable in equally monthly installments each calendar year commencing on the Effective Date. The Interim President may select a vehicle that is suitable for the obligations of the position. Ms. Law is responsible for payment of taxes associated with receipt of the automobile stipend that is deemed to be gross income to Ms. Law.

7.2 The Board will authorize and provide insurance for the Interim President's automobile in an amount not to be less than current property and casualty insurance package limits to the Interim President. The Interim President and other approved drivers shall be named insureds.

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**8.0 Professional Dues and Meetings Memberships in Service Organizations**

- 8.1 The Board will authorize and provide annually for reasonable expenses incurred by the Interim President to attend University-related events, educational conferences, conventions, courses, seminars, and other similar professional growth activities, including membership in professional organizations.
- 8.2 The Board will authorize and provide the Interim President with membership dues or fees for organizations that would further the interests of the University. These include but are not limited to memberships in the Florida Bar and other legal bar associations.

**9.0 Entertainment and Travel**

- 9.1 The Board will authorize and provide for reasonable expenses incurred by the Interim President for University-related entertainment and travel, including travel for the Interim President's spouse or partner where attendance of same is in the best interests of the University.
- 9.2 To further enable the Interim President to carry out required duties, the Board shall provide the cost of annual dues and membership fees for mutually agreed to private club memberships that will facilitate the performance of Interim President's duties.
- 9.3 The entertainment and travel expenses described in this section travel shall conform to the laws of the State of Florida, University regulations and policies.

**10.0 Housing Stipend**

Ms. Law shall receive an annual housing stipend in the amount of \$84,000.00 (eighty four thousand dollars and zero cents) payable in equal biweekly installments for the term of this Agreement and commencing on the Effective Date (i.e., \$7000.00 per month

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beginning on August \_\_, 2021). Ms. Law is responsible for payment of taxes associated with receipt of the housing stipend deemed to be gross income to Ms. Law. The housing stipend shall not be subject to increase during the term of the Agreement.

**11.0 Expense Receipts and Documentation**

The Interim President agrees to maintain and furnish upon request to the Board Chair or the Chair's designee an accounting of expenses provided for in this Agreement in reasonable detail and given reasonable notice.

**12.0 Termination of the Agreement for Cause**

Notwithstanding anything in this Agreement to the contrary, the parties agree that the Board may terminate this Agreement at any time for Cause. For purposes of this Agreement, "Cause" shall mean conduct reasonably determined by a majority of the Board of Trustees to be: (a) malfeasance or gross negligence by the Interim President in the performance of assigned duties; or (b) actions or omissions by the Interim President that are undertaken or omitted and are criminal or fraudulent or involve material dishonesty or moral turpitude; or (c) the indictment of the Interim President in a court of law for any felony, or any other crime involving misuse or misappropriation of University resources; or (d) misconduct connected with work; or (e) a material breach of this Agreement that damages the University. In the event this Agreement is terminated for Cause, Ms. Law's employment as Interim President shall cease immediately, and Ms. Law shall not be entitled to any further employment. In addition, Ms. Law shall not be entitled to any further compensation or benefits as Interim President, except as set forth in the University's benefit plans with respect to vested rights and rights after termination of employment.

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**13.0 Termination of the Agreement Without Cause**

Notwithstanding anything herein to the contrary, the parties agree that the Board may terminate this Agreement without cause at any time with 90 day's written notice ("Notice Period"). During the Notice Period, compensation will be paid to the Interim President in accordance with the provisions of Section 15 as authorized by this Agreement. Termination of this Agreement by virtue of the Interim President's permanent disability or death shall not be construed as termination without cause.

**14.0 Termination Due to Interim President's Death or Permanent Disability**

14.1 The Interim President's death or permanent disability prior to the expiration of this Agreement shall terminate this Agreement, subject to the provisions of this Section.

14.2 In the event of Ms. Law's death while serving as the Interim President of the University this Agreement shall terminate on the date of death. The Interim President's estate shall be entitled to receive all benefits that Ms. Law is entitled under the University's various insurance plans, as applicable, base salary and car stipend for 45 (forty five) calendar days from the date of death.

14.3 If Ms. Law becomes permanently disabled while serving as Interim President, this Agreement shall terminate on the date of the determination of permanent disability and Ms. Law shall receive all benefits to which Ms. Law is entitled pursuant to the University's disability insurance plans, as applicable. Ms. Law's annual base salary and benefits hereunder shall continue until such time as the long-term disability insurance policy begins to pay Ms. Law benefits according to the applicable policy. For purposes of this Agreement, "Permanent Disability" shall mean the inability of the Interim President to perform the essential functions of the job, including but not

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limited to the duties contained in section 1.2, for a period of six (6) months in any one (1) year (12 month) period, with or without "reasonable accommodations" as such term is defined in 42 U.S.C. §12111 (9) as amended and interpreted by courts of competent jurisdiction.

- 14.4 The Interim President shall prepare a succession plan for Board approval for continuity of operations and organizational stability in the event of the Interim President's permanent or unexpected absence, disability, incapacity, or death.

**15.0 Compensation During Notice Period**

- 15.1 If the Board terminates this Agreement without cause pursuant to Section 13.0 of this Agreement and Ms. Law continues to serve as Interim President during the Notice Period, the Board shall pay Ms. Law compensation as authorized by Sections 4.0, 5.0, 7.0, and 10.0 of this Agreement for service as Interim President during the Notice Period.

- 15.2 Ms. Law will be entitled to continue applicable health insurance plan(s) and life insurance plan(s) at Ms. Law's sole expense upon separation from employment with the University in accordance with applicable federal law, specifically COBRA. Ms. Law will not be entitled to any other benefits except as otherwise provided or required by applicable law. In no event shall the Board be liable for the loss of any business opportunities or any other benefits or income from any sources that may result from the Board's termination of this Agreement without cause.

- 15.3 If the Interim President accepts full-time employment with an employer other than the University during the Notice Period provided for in Section 13.1, the Board's

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financial obligations under this Agreement other than pursuant to Section 15.2 hereof shall cease.

**16.0 Resignation by the Interim President**

16.1 Ms. Law may terminate this Agreement by giving the Board the lesser of: (i) ninety (90) days' notice; or (ii) notice equal to the number of days remaining under the term of this Agreement. Such notice shall be in writing and delivered as provided in this Agreement. By mutual agreement, Ms. Law and the Board may agree to modify the length of the notice period if it is in the best interests of the University.

16.2 If Ms. Law exercises this section 16.1, then Ms. Law's employment as Interim President shall cease on the effective date of the resignation. All salary and benefits contained in this Agreement shall also cease on the resignation date except those accrued and vested prior to the resignation date.

**17.0 Dispute Resolution**

17.1 The Board and Ms. Law agree that if any dispute arises concerning this Agreement that they will first attempt in good faith to resolve the dispute to their mutual satisfaction. If they are unable to do so, the parties agree that any controversy or claim that either party may have against the other arising out of or relating to the construction, application, or enforcement of this Agreement, as well as any controversy or claim based upon the alleged breach of any legal right relating to or arising from Ms. Law's employment and/or termination of employment shall be submitted to non-binding mediation. Within fifteen (15) days after delivery of a written notice of request for mediation from one party to the other, the dispute shall be submitted to a single mediator chosen by the parties in Tampa, Florida. The

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costs and fees associated with mediation shall be borne by the University. The parties agree to pay their own attorney's fees and costs. The University and Ms. Law will use their best efforts to keep any disputes and any efforts to resolve disputes confidential, informing only their respective legal counsel and other persons who have a good faith need to know basis to receive the disclosed information and will use their best efforts to ensure that such persons do not further disclose any such information. The Board and Ms. Law agree that no mediator may be a University faculty member or have any material, ongoing relationship with the University.

17.2 If mediation, as described in Section 17.1, is unsuccessful, any controversy between the Board and Ms. Law involving the construction, application or enforcement of this Agreement, as well as any controversy or claim based upon the alleged breach of any legal right relating to or arising from Ms. Law's employment and/or termination of Interim President's employment shall, on the written request of either party served on the other, be submitted to binding arbitration before a single arbitrator from JAMS Panel of Neutrals. JAMS shall provide a list of three arbitrators who are qualified to hear the dispute as determined by the JAMS National Arbitration Committee. Within ten (10) days of receipt thereof, each party shall strike one name from the list, The Interim President shall strike first and notify the Board of such choice and the Board shall strike last. Notwithstanding the foregoing the parties may mutually agree upon a qualified arbitrator or upon a mutually agreed upon neutral to select the arbitrator for them. Ms. Law and the Board stipulate and agree that any arbitration will be held in Tampa, Florida,

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pursuant to the *Comprehensive Arbitration Rules and Procedures* (or any comparable rules then in existence) (the "Rules"). Pursuant to the Rules, discovery may include depositions, interrogatories, and document production. In any controversy between the Board and Ms. Law involving the construction, application or enforcement of this Agreement, the arbitrator must base his/her decision upon the written Agreement and he/she shall not have power to modify, add to or ignore terms of the Agreement. The written decision of the arbitrator shall be final and binding upon both Parties and may be entered in any court having jurisdiction thereof. Arbitrator compensation and administrative fees shall be borne equally by the parties. The Parties agree to pay their own attorney's fees and costs.

17.3 The pendency of any matter under this section shall not operate to impede, preclude, or delay the Board from taking the action complained of or otherwise exercising its rights under this Agreement.

**18.0 Notice**

Unless and until changed by a party giving written notice to the other, the addresses below shall be the addresses to which all notices required or allowed by this Agreement shall be sent:

If to the University:

Chair, USF Board of Trustees  
4202 East Fowler Avenue, CGS 401  
Tampa, Florida 33620

With a copy to:

General Counsel  
Office of the General Counsel  
4202 E. Fowler Avenue, CGC 301

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Tampa, Florida 33620

If to the Interim President:

Rhea F. Law

With a copy to Interim President's Representative:

**19.0 Entire Agreement; Modification**

19.1 This Agreement constitutes the entire understanding of the parties and supersedes all prior or contemporaneous representations or agreements as of the Effective Date, whether written or oral, between the parties. There are no other promises, understandings, obligations, inducements, undertakings, or considerations between the parties or owed by either party to the other that are not set forth in this Agreement or explicitly referenced herein.

19.2 This Agreement cannot be amended, modified, or changed other than by express written agreement by the parties hereto.

**20.0 Severability**

The terms of this Agreement are severable, meaning that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable to the extent possible.

**21.0 Governing Law and Venue**

21.1 This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida.

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21.2 Venue for any action seeking enforcement of an order pursuant to Section 17.2 of this Agreement shall be in Hillsborough County, Florida.

**22.0 Understanding of the Agreement**

Both Ms. Law and the Board represent that they have thoroughly read this Agreement, that they have had full opportunity to consult with legal counsel of their choice and that they understand it to be a binding contract, that they understand each provision, term, and condition of this Agreement as well as its legal effect, and that they have signed the Agreement voluntarily and of their own free will with the intention to comply with its terms.

**23.0 Public Disclosure of the Agreement**

Both parties agree and acknowledge that this Agreement may be subject to the Florida public records law, Chapter 119, or other provisions, and may, therefore, be subject to disclosure by and in the manner provided for by law.

**24.0 Waiver**

No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.

**25.0 Assignability**

This Agreement is not assignable, but shall be binding upon the heirs, administrators, personal representatives, successors, and assigns of both parties.

**26.0 Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**27.0 Insurance and Indemnification**

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Ms. Law shall be indemnified by the University on the same terms and conditions enjoyed by the Board and University employees operating within the course and scope of their employment. Said coverage shall survive termination as to matters relating to actions while serving as Interim President.

**28.0 No Trust Fund**

Nothing contained in this Agreement and no action taken pursuant to the provisions of this Agreement shall create or be construed to create a trust of any kind. To the extent that the Interim President acquires a right to receive payments from the University hereunder, such rights shall be no greater than the right of any unsecured, general creditor of the University.

**29.0 Miscellaneous**

The headings in this Agreement are for convenience only and shall not be used in construing or interpreting this Agreement. The terms "Board," "Board of Trustees" and "University" as used herein, where applicable or appropriate, shall be deemed to include or refer to any duly authorized board, committee, officer, or employee of said entity. Whenever the context requires, the masculine shall include the feminine and neuter, the singular shall include the plural, and conversely.

**\*\*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK\*\***

**SIGNATURE PAGE TO FOLLOW**

Discussion draft applicable only if the BOT selects Ms. Law to serve as Interim President on August 2, 2021

IN WITNESS WHEREOF, the Interim President and the authorized representative of the University of South Florida Board of Trustees have executed this Agreement on this \_\_\_day of August, 2021.

UNIVERSITY OF SOUTH FLORIDA

WITNESS:  
\_\_\_\_\_

By: \_\_\_\_\_  
Will Weatherford (Date)  
Chair, USF Board of Trustees

Witness' Printed Name: \_\_\_\_\_

WITNESS:  
\_\_\_\_\_

By: \_\_\_\_\_  
Rhea F. Law, (Date)  
Interim President & CEO

Witness' Printed Name: \_\_\_\_\_



**1.001 University Board of Trustees Powers and Duties**

- (1) Pursuant to Article IX, section 7(c), Florida Constitution, the Board of Governors shall establish the powers and duties of the board of trustees as set forth herein and as may be established in Board of Governors' regulations. This regulation supersedes the delegation of authority to the boards of trustees contained in the Board of Governors' Resolution dated January 7, 2003. The intent of this regulation is to delegate powers and duties to the university boards of trustees so that the university boards have all of the powers and duties necessary and appropriate for the direction, operation, management, and accountability of each state university.
- (2) Composition of Boards; Membership and Organization.
  - (a) Each university shall be administered by a board of trustees, consisting of thirteen members dedicated to the purposes of the State University System. Each university board of trustees includes six members appointed by the Governor and five members appointed by the Board of Governors, all of whom must be confirmed by the Senate. All trustees are required to attend a Board of Governors orientation session, preferably prior to service on the university board. The chair of the faculty senate, or the equivalent, and the president of Student Government, or the equivalent, are also members. Board of trustee members shall serve staggered terms of five years and may be reappointed for subsequent terms, except for the faculty and student representatives who shall serve for the duration of the term of their respective elected offices. All members are public officers subject to the requirements of the Florida Code of Ethics.
  - (b) Each board of trustees shall select its chair and vice chair from the appointed members. Each chair shall serve for two years and may be reelected for one additional consecutive two-year term. Any exception to this term of office must be approved by a two-thirds vote of the board of trustees.
  - (c) The duties of the chair shall include presiding at all meetings of the board of trustees, calling special meetings of the board of trustees, attesting to actions of the board of trustees, and notifying the Board of Governors or the Governor, as applicable, in writing whenever a board member has three consecutive unexcused absences from regular board meetings in any fiscal year, which may be grounds for removal as provided in section 1001.71, Florida Statutes.
  - (d) The university president shall serve as the chief executive officer and corporate secretary of the board of trustees and shall be responsible to the board of trustees for all operations of the university and for setting

the agenda for meetings of the board of trustees in consultation with the chair.

- (e) Members of the boards of trustees shall receive no compensation but may be reimbursed for travel and per diem expenses as provided in section 112.061, Florida Statutes.
  - (f) Each board of trustees shall establish the powers and duties of the university president.
  - (g) Each board of trustees shall be a public body corporate with all the powers of a body corporate, including the power to adopt a corporate seal, to contract and be contracted with, to sue and be sued, to plead and be impleaded in all courts of law and equity, and to give and receive donations. In all suits against the board of trustees, service of process shall be made on the chair of the board of trustees or on a university designee.
  - (h) Each board of trustees shall be primarily acting as an instrumentality of the state pursuant to section 768.28, Florida Statutes, for purposes of sovereign immunity.
  - (i) Each board of trustees is subject to the public records and open meetings requirements set forth in Article I, section 24 of the Florida Constitution and laws implementing that section.
  - (j) Each board of trustees shall keep and, within two weeks after a board meeting, post prominently on the university's website detailed meeting minutes for all meetings, including the vote history and attendance of each trustee, as provided in section 1001.71, Florida Statutes.
- (3) University Administration and Oversight.
- (a) Each board of trustees shall be responsible for the administration of its university in a manner that is dedicated to, and consistent with the university's mission which shall be otherwise consistent with the mission and purposes of the State University System as defined by the Board of Governors.
  - (b) Each board of trustees may establish committees of the board to address matters including, but not limited to, academic and student affairs, strategic planning, finance, audit, property acquisition and construction, personnel, and budgets.
  - (c) Each board of trustees shall adopt a strategic plan in alignment with the Board of Governors' systemwide strategic plan and regulations, and the university's mission. University strategic plans shall be submitted to the Board of Governors for approval.
  - (d) Each board of trustees shall prepare a multi-year workplan/report for the Board of Governors that outlines its university's top priorities, strategic directions, and specific actions and financial plans for

achieving those priorities, as well as performance expectations and outcomes on institutional and systemwide goals. The workplan/report shall reflect the university's distinctive mission and focus on core institutional strengths within the context of State University System goals and regional and statewide needs.

- (e) Each board of trustees shall have a policy addressing conflicts of interest for its members.
  - (f) Each board of trustees shall maintain an effective information system to provide accurate, timely, and cost-effective information about the university, and shall require that all data and reporting requirements of the Board of Governors are met.
  - (g) Each board of trustees may promulgate regulations and procedures related to data and technology, including information systems, communications systems, computer hardware and software, and networks.
  - (h) Each board of trustees is authorized to secure comprehensive general liability insurance.
  - (i) Each board of trustees may provide for payment of the cost of civil actions against officers, employees, or agents of its board.
  - (j) Each board of trustees is authorized to promulgate university regulations in accordance with the Regulation Development Procedure adopted by the Board of Governors.
  - (k) Each board of trustees may govern traffic on the grounds of the university and in other areas in accordance with law and any mutual aid agreements entered into with other law enforcement agencies.
  - (l) Each board of trustees shall be responsible for campus safety and emergency preparedness, to include safety and security measures for university personnel, students, and campus visitors.
  - (m) Each board of trustees is authorized to create divisions of sponsored research and establish policies regulating the administration and operation of the divisions of sponsored research.
- (4) Academic Programs and Student Affairs.
- (a) Each board of trustees shall adopt university regulations or policies, as appropriate, in areas including, but not limited to:
    - 1. authorization and discontinuance of degree programs;
    - 2. articulation and access;
    - 3. admission and enrollment of students;
    - 4. minimum academic performance standards for the award of a degree;
    - 5. student financial assistance;
    - 6. student activities and organizations;
    - 7. student records and reports;

8. antihazing, related penalties, and program for enforcement;
9. reasonable accommodation of religious observances; and
10. uniform student code of conduct and related penalties.

Such regulations or policies shall be consistent with any applicable Board of Governors' regulations.

- (b) Each board of trustees shall establish a committee to periodically review and evaluate the student judicial system. At least one-half of the members of the committee shall be students appointed by the student body president.
  - (c) Each board of trustees shall approve the internal procedures of student government organizations.
  - (d) Each board of trustees shall require that institutional control and oversight of its intercollegiate athletics program is in compliance with the rules and regulations of the National Collegiate Athletic Association. The university president is responsible for the administration of all aspects of the intercollegiate athletics program.
- (5) Personnel.
- (a) Each board of trustees shall provide for the establishment of the personnel program for all the employees of the university, including the president, which may include but is not limited to: compensation and other conditions of employment, recruitment and selection, nonreappointment, standards for performance and conduct, evaluation, benefits and hours of work, leave policies, recognition and awards, inventions and works, travel, learning opportunities, exchange programs, academic freedom and responsibility, promotion, assignment, demotion, transfer, tenure, and permanent status, ethical obligations and conflicts of interest, restrictive covenants, disciplinary actions, complaints, appeals and grievance procedures, and separation and termination from employment. To the extent allowed by law, university employees shall continue to be able to participate in the state group insurance programs and the state retirement systems.
  - (b) Each board of trustees shall act as the sole public employer with regard to all public employees of its university for the purposes of collective bargaining, and shall serve as the legislative body for the resolution of impasses with regard to collective bargaining matters.
  - (c) Each board of trustees shall select its university president subject to confirmation of the candidate by the Board of Governors and in accordance with the requirements of Regulation 1.002. A presidential search committee shall be appointed to make recommendations to the full board of trustees. The board of trustees shall select a candidate for confirmation by the Board of Governors. Prior to confirmation, the board of trustees shall submit a written description of the selection

process and criteria, the qualifications of the selected candidate, and a copy of the proposed employment contract to the Board of Governors for its consideration in confirming the candidate. The candidate selected by the board of trustees shall be required to appear before the Board of Governors at the meeting where confirmation of the candidate will be considered. Such meeting will be held as soon as practicable to ensure a timely transition. Renewals of presidential employment contracts shall be subject to confirmation by the Board of Governors and shall be limited to one-year terms.

- (d) In the event that a board of trustees selects an interim president, such selection is subject to confirmation of the candidate by the Board of Governors. If it is determined by the board of trustees to be in the best interests of the university, the interim president selected by the board may be delegated full authority to serve as the interim president during the period prior to confirmation by the Board of Governors. Continued service as interim president requires confirmation by the Board of Governors, and the candidate selected by the board of trustees shall be required to appear before the Board of Governors at the meeting where confirmation will be considered. Such meeting will be held as soon as practicable to ensure a timely transition.
  - (e) Each board of trustees shall develop guidelines for the annual evaluation of the president.
  - (f) Each board of trustees shall conduct an annual evaluation of the president. The chair of the board of trustees shall request input from the Chair of the Board of Governors, who may involve the Chancellor, during the annual evaluation process pertaining to responsiveness to the Board of Governors' strategic goals and priorities, and compliance with systemwide regulations.
- (6) Financial Management.
- (a) Each board of trustees shall be responsible for the financial management of its university and shall submit an institutional budget request, including a request for fixed capital outlay, and an operating budget to the Board of Governors for approval in accordance with the guidelines established by the Board of Governors.
  - (b) Each board of trustees shall establish tuition and fees in accordance with regulations established by the Board of Governors.
  - (c) Each board of trustees shall establish waivers for tuition and fees pursuant to regulations established by the Board of Governors.
  - (d) Each board of trustees shall engage in sound debt management practices for the issuance of debt by the university and its direct support organizations, and shall comply with the guidelines established by the Board of Governors in connection with the

authorization, issuance and sale of university and direct support organization debt.

- (e) Each board of trustees shall account for expenditures of all state, local, federal, and other funds in accordance with guidelines or regulations established by the Board of Governors, and as provided by state or federal law.
  - (f) Each board of trustees may enter into agreements for, and accept, credit card payments as compensation for goods, services, tuition, and fees.
  - (g) Each board of trustees shall establish policies and procedures for the performance of annual internal audits of university finances and operations. All reports generated from such audits must be submitted to the Board of Governors after review and acceptance by the board of trustees, or its designee.
  - (h) Each board of trustees and each direct support organization shall submit annual financial statements to the Board of Governors.
- (7) Property and Purchasing.
- (a) Each board of trustees and university direct support organization must obtain prior approval from the Board of Governors before entering into a binding contractual obligation to improve real property that will result in the board or the direct support organization seeking a commitment of state funds for the development, construction, operation, or maintenance of an educational or research facility.
  - (b) Each board of trustees shall have the authority to acquire real and personal property and contract for the sale and disposal of same, and approve and execute contracts for purchase, sale, lease, license, or acquisition of commodities, goods, equipment, and contractual services, leases of real and personal property, and construction. The acquisition may include purchase by installment or lease-purchase. Such contracts may provide for payment of interest on the unpaid portion of the purchase price.
  - (c) With respect to state-funded real property acquisitions, each board of trustees may, with the consent of the Board of Trustees of the Internal Improvement Trust Fund, sell, convey, transfer, exchange, trade, or purchase real property and related improvements necessary and desirable to serve the needs and purposes of the university.
    1. The board of trustees may secure appraisals and surveys in accordance with the policies and procedures of the Board of Trustees of the Internal Improvement Trust Fund. Whenever the board of trustees finds it necessary for timely property acquisition, it may contract, without the need for competitive selection, with one or more appraisers whose names are

contained on the list of approved appraisers maintained by the Division of State Lands in the Department of Environmental Protection.

2. The board of trustees may negotiate and enter into an option contract before an appraisal is obtained. The option contract must state that the final purchase price may not exceed the maximum value allowed by law. The consideration for such an option contract may not exceed 10 percent of the estimate obtained by the board of trustees or 10 percent of the value of the parcel, whichever is greater, unless otherwise authorized by the board of trustees.
3. Title to property acquired by a university board of trustees prior to January 7, 2003, and to property acquired thereafter with state funds shall vest in the Board of Trustees of the Internal Improvement Trust Fund. With respect to all other real property acquired by a university, such property shall be titled in the name of the university board of trustees, or as the trustees of the university may deem appropriate.
  - (d) Each board of trustees shall submit to the Board of Governors, for approval, plans for all new campuses and instructional centers.
  - (e) Each board of trustees shall administer a program for the maintenance and construction of facilities.
  - (f) Each board of trustees may exercise the right of eminent domain pursuant to the provisions of chapter 1013, Florida Statutes.
  - (g) Each board of trustees shall be responsible for the use, maintenance, protection, and control of, and the imposition of charges for, university-owned or university-controlled buildings and grounds, property and equipment, name trademarks and other proprietary marks, and the financial and other resources of the university.
  - (h) With respect to any funds or real or personal property designated by will, deed, agreement, or court appointment to be held in trust for the benefit of the university, or its students, faculty members, officers, or employees, or otherwise, or for any educational purpose, a university board of trustees is authorized to act as trustee with full legal capacity as trustee to administer such trust property and, in such event, the title thereto shall vest in the board of trustees as trustee. In all such cases, the university board of trustees shall have the power and capacity to do and perform all things as fully as any individual trustee or other competent trustee might do or perform, and with the same rights, privileges, and duties including the power, capacity, and authority to convey, transfer, mortgage, or pledge such property held in trust and to contract and execute all other documents relating to said trust property which may be required for or appropriate to the

administration of such trust or to accomplish the purposes of any such trust. Nothing herein shall be construed to authorize a board of trustees to contract a debt on behalf of, or in any way to obligate, the state; and the satisfaction of any debt or obligation incurred by the board as trustee under the provisions of this section shall be exclusively from the trust property, mortgaged or encumbered.

- (i) Each board of trustees shall prepare and adopt a campus master plan pursuant to section 1013.30, Florida Statutes.
  - (j) Each board of trustees shall prepare, adopt, and execute a campus development agreement pursuant to section 1013.30, Florida Statutes.
  - (k) Each board of trustees may authorize the rent or lease of parking facilities, provided that such facilities are funded through parking fees or parking fines imposed by a university. A board of trustees may authorize a university to charge fees for parking at such rented or leased parking facilities and parking fines.
  - (l) Each board of trustees shall promulgate regulations that establish basic criteria related to the procurement of commodities and contractual services.
  - (m) Each board of trustees shall be responsible for the fire safety and sanitation of public educational and ancillary plants.
- (8) Miscellaneous Powers and Duties.
- (a) Each board of trustees is authorized to form such corporate entities as are necessary to establish and maintain faculty practice plans for the collection, distribution, and regulation of fees generated by faculty members engaged in the provision of healthcare services to patients as an integral part of their academic activities and employment as faculty. Each such faculty practice plan must be adopted by the board of trustees in accordance with regulations of the Board of Governors and approved by the Board of Governors.
  - (b) Each board of trustees is authorized to establish direct support organizations and university health services support organizations and certify them to use university property, facilities, and services.
  - (c) Each board of trustees may establish educational research centers for child development.
  - (d) Each board of trustees is authorized to protect, develop, and transfer the work products of university personnel and other university agents and contractors, which authority shall include but not be limited to licensing, assigning, selling, leasing, or otherwise allowing the use of or conveying such work products and securing and enforcing patents, copyrights, and trademarks on such products. Each board of trustees shall have policies and procedures concerning the work products of university personnel that facilitate technology development and

transfer for the public benefit. Such policies must include, without limitation, provisions that take into account the contributions of university personnel in the development of work products and that require any proceeds from such work products be used to support the research and sponsored training programs of the university.

- (e) Each board of trustees is responsible for compliance with all applicable laws, rules, regulations, and requirements.
- (f) Each board of trustees shall perform such other duties as provided by the Board of Governors, or as each board of trustees may determine are necessary or appropriate for the administration of the university so long as the trustees comply with any applicable laws and Board of Governors' regulations and policies.

Authority: Section 7(c), Art. IX, Fla. Const.; History: Resolution 1-07-03, New 3-26-09, Amended 09-16-10, 08-31-17.