



**USF Board of Trustees
Governance Committee**

Tuesday, August 27, 2024
Microsoft Teams Meeting

Trustees: Will Weatherford, Chair; Sandra Callahan, Michael Carrere, Mike Griffin, Melissa Seixas

A G E N D A

- I. Call to Order and Welcome Chair Will Weatherford
 - II. Public Comments Subject to USF Procedure
 - III. New Business – Action Items
 - a. [Approval of May 14, 2024, Minutes](#) Chair Weatherford
 - b. Direct-Support Organizations - Board of Directors Chair Weatherford
 - i. [USF Foundation, Inc.](#)
 - ii. [University Medical Service Association, Inc.](#)
 - iii. [Medical Services Support Corporation](#)
 - iv. [USF Health Professions Conferencing Corporation](#)
 - c. [USF Sarasota-Manatee Campus Board Members](#) Chair Weatherford
 - d. [USF President’s 2024-2025 Goals](#) President Law
Chair Weatherford
 - e. [USF President’s Contract](#) General Counsel, Gerard Solis
- In considering the below agenda items, the Governance Committee is acting on behalf of the full board pursuant to the BOT Operating Procedures, Article III. A., in order to comply with the Board of Governors submission deadline. The makeup of the Governance Committee includes the BOT Chair, Vice-Chair, and the Chairs of the Audit & Compliance Committee, Strategic Initiatives Committee, Finance Committee, and the St. Petersburg Campus Board.*
- f. [College of Nursing LINE Fund Proposal Approvals](#) Dean Usha Menon
 - g. [BOG Regulation 8.005 – General Education Course Offerings](#) Chair Weatherford

- h. [General Terms of Agreement between USF and TGH](#)

Executive Vice President and Dean
Charles J. Lockwood

IV. New Business – Information Items

- a. [Board Self-Assessment Review](#)

Chair Weatherford

V. Adjournment

Chair Weatherford



**USF Board of Trustees
Governance Committee**
Tuesday, May 14, 2024
Microsoft Teams Meeting

Minutes

Trustees: Will Weatherford, Chair, Sandra Callahan, Michael Carrere, Mike Griffin, Melissa Seixas

Chair Will Weatherford welcomed everyone to the Governance Committee Meeting. He introduced the new incoming Student Body President and Trustee Suryakanth Gottipati.

The Chair congratulated Suryakanth on his victory and commented on the high quality of Student Body Presidents that we have had at USF in the past few years. Chair Weatherford commented that this is a terrific opportunity to be instrumental in the future and the growth of this institution and assured Suryakanth that his voice will be of importance during discussions in the upcoming coming year.

Trustee Gottipati is grateful for the opportunity and looks forward to working with everyone.

Chair Weatherford asked Kiara Gayle to call the Roll.

Kiara Gayle Called the Roll

Trustee Sandra Callahan

Trustee Michael Carrere

Trustee Mike Griffin – Did not participate.

Trustee Melissa Seixas - Did not participate.

Trustee Will Weatherford

Public Comments

There were no public comments.

New Business – Action Items

a. Approval of February 27, 2024 Minutes.

Chair Weatherford requested a motion to approve the minutes. The motion was given, seconded, and approved unanimously by the committee.

b. USF Research Foundation, Inc. Board of Directors.

Chair Weatherford thanked those who are sacrificing their time to serve on the University's Direct-Support Organizations' Boards. The Chair presented items b. – d. The biographies for each member were included in the meeting materials.

Item b. was to approve an Appointment and a Reappointment of Direct Support Organization Board Members for the USF Research Foundation, Inc.

Per Florida Statute Section 1004.28 and USF System Regulation 13.002, the USF Board of Trustees must approve members of Direct Support Organizations' Boards of Directors. The first request was to approve the appointment of Dr. Giti Javidi as a member of the USF Research Foundation Board of Directors in one of the faculty member positions.

The Second request was to approve the reappointment of Harry Venezia as a non-USF member of the USF Research Foundation Board of Directors.

Chair Weatherford requested a motion to approve. The motion was given, seconded and approved unanimously by the committee.

c. USF Alumni Association Board of Directors

Review and approval of the new or renewed USF Alumni Association Board of Directors for terms starting on July 1, 2024.

The following new and renewed USF Alumni Association Board of Directors have been selected in accordance with the Association's bylaws, and now are being presented for consideration and approval of the USF Board of Trustees' Governance Committee.

New Board of Directors for Fiscal Year 2025:

1. Patricia Brutus
2. Joanna Cheshire
3. Erica Daley
4. Sumit Jadhav
5. Spencer Montgomery
6. Andy Taylor

Renewed Board of Directors for Fiscal Year 2025:

7. Diana Michel
8. Luz Randolph
9. Verlon Salley

Renewed Board of Directors' Officers for Fiscal Year 2025:

10. Sally Dee - Chair
11. Mark Giddarie – Treasurer
12. Balaji Ramadoss – Secretary
13. Juan Soltero – Vice-Chair
14. Christine Turner – Past Chair

Ex-Officio Positions for Fiscal Year 2025:

1. Jay Stroman – Director
2. Bill McCausland – Director (non-voting)

Chair Weatherford requested a motion to approve. A motion was made, seconded and approved unanimously by the committee.

d. USF St. Petersburg Campus Board members

Approve the reappointment of two St. Petersburg Campus Board Members.
The Board of Trustees shall Re-Appoint members to the Campus Board, from recommendations of the President.

St. Petersburg Campus Board Re-Appointments:

1. Debbie Nye Sembler
2. G. Scott Goyer

Chair Weatherford requested a motion to approve. A motion was made, seconded and approved unanimously by the committee.

e. USF Intercollegiate Athletics Association Bylaws

Sr. Associate General Counsel, Joel Londrigan presented.

Approval of changes to the bylaws approved by the USFIAA Board of Directors on 4/11/2024.

The USFIAA Bylaws were amended on 4/11/2024 by the Board of Directors to include clarifying language to address certain requirements contained in the University's DSO Regulation (USF Reg. 13.002). In addition, there are three substantive changes in the bylaws surrounding the minimum number of directors, the appointment of the initial chairperson, and the procedure for resolving a voting tie.

Sr. Associate General Counsel Londrigan directed everyone's attention to the changes approved by the Board of Directors in section 3.3, 3.8 and 4.2 of the Bylaws.

Chair Weatherford thanked Associate General Counsel Londrigan for providing the changes on the Bylaws and commented on the importance of periodically updating them so that they reflect the way things work in the real world and are up to date with the best practices.

Having no questions from the Board, Chair Weatherford requested a motion to approve item e. A motion was given and seconded, and the USF Intercollegiate Athletics Association Bylaws were approved unanimously by the committee.

Prior to adjourning the meeting, Chair Weatherford called on President Law for any comments.

President Law reported that we graduated 7028 students at 11 commencement ceremonies. We graduated another 177 students at the College of Medicine commencement ceremony. The energy from students, family and friends was amazing.

Chair Weatherford was pleased to report that the commencement ceremonies and events held at USF were peaceful and celebratory. There were other universities around the country that had to cancel ceremonies due to the disruptions on campus. The Chair was grateful to the President and team for the professionalism displayed on our campus during very tough circumstances.

Having no further business Chair Weatherford adjourned the Governance Committee meeting.

Agenda Item: III.b.i

USF Board of Trustees
August 27, 2024

Issue: Direct Support Organization (DSO) submission of new, renewed and ex-officio USF Foundation Board of Directors for terms starting July 1, 2024, or upon approval by the USF Board of Trustees.

Proposed action: Review and approval of the new, renewal and ex-officio USF Foundation Board of Directors for terms starting July 1, 2024, or upon approval by the USF Board of Trustees.

Executive Summary:

The following have been selected in accordance with the Foundation's bylaws and are now being presented to the USF Board of Trustees' Governance Committee for consideration and approval:

NEW MEMBERS

- **Don Aripoli**, Vice President Emeritus for Student Affairs (Retired), Missouri State University
- **Elodie Dorso**, '01, President and CEO, Evara Health
- **Cindy Kane**, '76, Owner (Retired), GW Group LLC
- **Sam Lazzara**, '84, Shareholder, Rivero, Gordimer & Co.
- **Chip Newton**, Private Investor
- **Sheetal Patel**, '14, Chief Operating Officer, Patel Family Office
- **Juan Carlos "JC" Prado**, '79, President, Prado Enterprises
- **Supriya Taneja**, Co-Owner, General Counsel, Belcher Pharmaceuticals

TERM RENEWALS

- **Sam Barrington**, '12, Owner, Sky Limit Crane & Rigging
- **Brad Bernstein**, '84, Senior Advisor, Monroe Capital LLC
- **Laura Crouch**, TECO Energy Inc. (Retired)
- **Stephanie Goforth**, '82, Executive VP, Global Head of Sales & Marketing, Northern Trust
- **Andy Hafer**, '88, Executive Chairman, DCE Productions
- **Bill Mariotti**, '15, President, Bill Mariotti Site Development Co., Inc.
- **Tony Umholtz**, '99, SUP Market Manager, First Horizon Bank
- **Panos Vasiloudes**, President & CEO and Medical Director, Academic Alliance in Dermatology, Inc.

EX-OFFICIO APPOINTMENTS

- **Sally Dee**, USF Alumni Association Board of Directors

Financial Impact: None.

Strategic Goal(s) Item Supports:

BOT Committee Review Date: 08/27/2024

Supporting Documentation Online (*please circle*):

Yes

No

Prepared by: Pam Prado, Chief of Staff and Director of Board Relations

University Board of Trustee Approval

2024-2025 USF Foundation Board of Directors



NEW MEMBER SLATE

- **Don Aripoli**, Vice President Emeritus for Student Affairs (Retired), Missouri State University
- **Elodie Dorso**, '01, President and CEO, Evara Health
- **Cindy Kane**, '76, Owner (Retired), GW Group LLC
- **Sam Lazzara**, '84, Shareholder, Rivero, Gordimer & Co.
- **Chip Newton**, Private Investor
- **Sheetal Patel**, '14, Chief Operating Officer, Patel Family Office
- **Juan Carlos "JC" Prado**, '79, President, Prado Enterprises
- **Supriya Taneja**, Co-Owner, General Counsel, Belcher Pharmaceuticals

TERM RENEWAL CANDIDATES

- **Sam Barrington**, '12, Owner, Sky Limit Crane & Rigging
- **Brad Bernstein**, '84, Senior Advisor, Monroe Capital LLC
- **Laura Crouch**, TECO Energy Inc. (Retired)
- **Stephanie Goforth**, '82, Executive VP, Global Head of Sales & Marketing, Northern Trust
- **Andy Hafer**, '88, Executive Chairman, DCE Productions
- **Bill Mariotti**, '15, President, Bill Mariotti Site Development Co., Inc.
- **Tony Umholtz**, '99, SUP Market Manager, First Horizon Bank
- **Panos Vasiloudes**, President & CEO and Medical Director, Academic Alliance in Dermatology, Inc.

EX-OFFICIO APPOINTMENTS (BY VIRTUE OF POSITION HELD)

- **Sally Dee**, USF Alumni Association Board of Directors

Agenda Item: III.b.ii

USF Board of Trustees
Governance Committee
August 27, 2024

Issue: Direct Support Organization (DSO) Board of Directors

Proposed Action: Approve Changes to University Medical Service Association, Inc. ("UMSA") Board of Directors

Executive Summary:

As set forth in Florida Statute Section 1004.28, USF Regulation 13.002, and the UMSA Corporate By-Laws, the USF Board of Trustees must approve appointment of certain members of the UMSA Board of Directors.

Elected Members of UMSA Board of Directors for FY2024ⁱ:

1. Acknowledge that **Tapan Padhya, M.D. Professor and Chair of Otolaryngology-ENT**, as a re-elected Director representing the *Surgical Chairs* ^(iv) according to UMSA Bylaws (IV.2.G.ii) with a term ending at the October 2027 annual board meeting.
2. Acknowledge that **Kevin Sneed, M.D, Dean of the Taneja College of Pharmacy**, has been appointed as the University's President's Representative in accordance with UMSA Bylaws (Article IV.2.C.).
3. Acknowledge that **Terri Ashmeade, M.D., Associate Dean for Clinical Affairs**, now serves as a Director in accordance with UMSA Bylaws (IV.2.F.)

Appointed to Board by MCOM Senior Vice Presidentⁱⁱ:

4. Add **Dr. Javier Cuevas, Senior Associate Dean of Faculty and Academic Affairs, USF Health Morsani College of Medicine**, as a Director (replacing Dr. Stephen Liggett)
5. Add **Mr. Daniel Vukmer, Senior Associate Dean Morsani College of Medicine and Senior Associate VP, USF Health**, as a Director (replacing Dr. Kevin Sneed)

Financial Impact: No financial impact

Strategic Goal(s) Item Supports:

BOT Committee Review Date: 08/27/2024

Supporting Documentation Online (*please circle*): Yes

No

Prepared by: Renée Dubault, UMSA Chief Executive Officer

i Elected Directors are clinical chairs elected by formal ballot from like departments:

- (i) Procedural Departments: Dermatology, Ophthalmology, Pathology, Physical Therapy, Radiation Oncology, Radiology
- (ii) Surgical Departments: Ob/Gyn, Orthopaedic Surgery, Otolaryngology-ENT; Neurosurgery, Plastic Surgery, Surgery, Urology
- (iii) Cognitive Departments: Emergency Medicine, Internal Medicine, Neurology, Pediatrics, Psychiatry
- (iv) Primary Care Department: Family Medicine

Each Elected Director serves a term of three years. To assure continuity of the UMSA Board, elections are staggered.

ii UMSA Bylaws, Article IV.2.H

Agenda Item: III.b.iii

USF Board of Trustees
Governance Committee
August 27, 2024

Issue: Direct Support Organization (DSO) Board of Directors

Proposed Action: Approve Changes to USF Medical Services Support Corporation (“MSSC”) Board of Directors

Executive Summary:

As set forth in Florida Statute Section 1004.28, USF Regulation 13.002, and the MSSC Corporate By-Laws, the USF Board of Trustees must approve appointment of certain members of the MSSC Board of Directors.

Elected Members of MSSC Board of Directors for FY2024ⁱ:

1. Acknowledge that **Tapan Padhya, M.D. Professor and Chair of Otolaryngology-ENT**, as a re-elected Director representing the *Surgical Chairs* ^(iv) according to MSSC Bylaws (IV.2.G.ii) with a term ending at the October 2027 annual board meeting.
2. Acknowledge that **Kevin Sneed, M.D, Dean of the Taneja College of Pharmacy**, has been appointed as the University’s President’s Representative in accordance with MSSC Bylaws (Article IV.2.C.).
3. Acknowledge that **Terri Ashmeade, M.D., Associate Dean for Clinical Affairs**, now serves as a Director in accordance with MSSC Bylaws (IV.2.F.)

Appointed to MSSC Board by MCOM Senior Vice President.ⁱⁱ

4. Add **Dr. Javier Cuevas, Senior Associate Dean of Faculty and Academic Affairs, USF Health Morsani College of Medicine**, as a Director (replacing Dr. Stephen Liggett)
5. Add **Mr. Daniel Vukmer, Senior Associate Dean Morsani College of Medicine and Senior Associate VP, USF Health**, as a Director (replacing Dr. Kevin Sneed)

Financial Impact: No financial impact

Strategic Goal(s) Item Supports:

BOT Committee Review Date: 08/27/2024

Supporting Documentation Online (*please circle*): Yes

No

Prepared by: Renée Dubault, MSSC Chief Executive Officer

i Elected Directors are clinical chairs elected by formal ballot from like departments:

- (i) Procedural Departments: Dermatology, Ophthalmology, Pathology, Physical Therapy, Radiation Oncology, Radiology
- (ii) Surgical Departments: Ob/Gyn, Orthopaedic Surgery, Otolaryngology-ENT; Neurosurgery, Plastic Surgery, Surgery, Urology
- (iii) Cognitive Departments: Emergency Medicine, Internal Medicine, Neurology, Pediatrics, Psychiatry
- (iv) Primary Care Department: Family Medicine

Each Elected Director serves a term of three years. To assure continuity of the MSSC Board, elections are staggered.

ii MSSC Bylaws, Article IV.2.H

Agenda Item: III.b.iv

USF Board of Trustees

August 27, 2024

Issue: Adding a new member to the USF Health Professions Conferencing Corporation (“HPCC”) Board of Directors

Proposed action:

HPCC is a Direct Support Organization of the University of South Florida that is responsible for the management and operation of the USF Health Center for Advanced Medical Learning and Simulation (“CAMLS”) and is the organizational unit designated to provide administrative oversight and program coordination for CAMLS. The Senior Vice President of USF Health seeks approval of the addition of four (4) new members to the HPCC Board of Directors

Executive Summary:

Per Section 3.4 of the HPCC bylaws, the HPCC Board of Directors shall consist of at least five but no more than nine directors. After a careful review of potential candidates, the Chair for the HPCC Board of Directors together with the Chief Executive Officer for HPCC have recommended to the Senior Vice President for USF Health that the following individuals be appointed to the HPCC Board of Directors:

- Jean Bismuth, MD FACS – Professor of Surgery, USF Health MCOM
Medical Director, TGH Heart & Vascular Institute

Financial Impact: None

Strategic Goal(s) Item Supports:

BOT Committee Review Date: 08/27/2024

Supporting Documentation Online (please circle): Yes

No

Prepared by: Dr. Haru Okuda, Executive Director & CEO of CAMLS and HPCC

Agenda Item: III.c

USF Board of Trustees
August 27, 2024

Issue: USF SM Campus Advisory Board Reappointments

Proposed action: Approve Appointments to USF SM Campus Advisory Board

Executive Summary: Pursuant to Florida Statute 1004.341, Section 2 (a) (effective July 2, 2020) The Board of Trustees of the University of South Florida, based upon recommendations of the President of the University of South Florida, shall appoint:

- (a) Three residents of Sarasota County and four residents of Manatee County to serve 4-year staggered terms on the Campus Board of the University of South Florida Sarasota-Manatee. A member of the Board of Trustees of the University of South Florida who resides in Sarasota or Manatee County shall jointly serve as a member of the Board of Trustees and as chair of the campus board. The chair of the faculty senate or the equivalent and the president of the student body of the campus shall serve as ex officio members.

Article VI of The USF Board of Trustees Operating Procedures aligns with the above statutory authority in stating that the University President recommends individuals to the Board of Trustees for appointment to the Campus Advisory Boards. President Law recommends the following individuals for reappointment to the USF SM Campus Advisory Board:

Reappointment

Lisa Carlton - An eighth generation Floridian and co-owner and manager of the Mabry Carlton Ranch, Inc. in Sarasota County. The ranch is a diverse agricultural business comprised of a cow-calf operation as well as citrus groves. Senator Carlton lives on the ranch with her husband and their three children who represent the fifth generation of the family to live and work on the land.

After practicing law for several years in Sarasota, Senator Carlton decided to enter the realm of public service. She has spent much of her life in public service to the people of Florida serving in the Florida Legislature for fourteen years.

In addition to her ranch management responsibilities, Senator Carlton remains active in her community as a member of the Board of Directors for the Gulf Coast Community Foundation, and a certified volunteer Guardian ad Litem. She serves on the Board of Directors of FCCI Insurance Group. She is also a founding member of the Florida Historic Capitol Foundation. Senator Carlton received a Bachelor of Arts degree from Stetson University and a Juris Doctorate from Mercer University School of Law. (Sarasota)

Diana Michel – Born in New York and raised in Boulder, Colorado, Diana Michel relocated to Sarasota in 1981. She currently resides in Bird Key and is an active member of the Sarasota Yacht Club. A 21-year veteran in residential real estate sales, Diana is consistently rated in the top 10% of agents in the Sarasota area. This year she was awarded the "5-star" in Customer Satisfaction as listed in Sarasota Magazine for the 14th consecutive year. Diana owned and operated a successful marketing company for 10 years, giving her an edge in promoting her listings and selling them at the highest possible price. Diana specializes in luxury waterfront properties and master-planned family neighborhoods throughout Florida's Gulf Coast. In her spare time, Diana shares her passion and marketing experience with her alma mater, the University of South Florida, where she graduated with honors and served as the president of the local chapter, several terms on the National Alumni Board, and as chair of the Communications Committee-where she oversaw their award-winning website and Alumni Voice magazine. She also participates in numerous charitable organizations, including the Cotillion Club of Sarasota and as an Advisory Board Member for the University of South Florida Sarasota-Manatee campus, and the Sarasota High School Cambridge Aice Program Boosters. (Sarasota)

Ernie Withers - Contract Moderator for CDK Global, President of Defibrillate Manatee Foundation, Retired General Manager, Mercedes Benz of Sarasota, a JD Power Dealer of Excellence Award winner, Withers, a native of Youngstown, Ohio and former high school and collegiate wrestler was inducted into the National Wrestling Hall of Fame. He officiated seven National High School Coaches Association wrestling championship and dual meet tournaments from 2003-2008 and was President of the Southern Officials Association from 2002-2003. He won the "Golden Whistle" award in 2002.

Community Involvement:

- Chairman, Manatee Chamber of Commerce 2020
- Sarasota County Sheriff Association, Board Member, 2019 -2023
- Trustee of the Sarasota Chamber of Commerce, 2010 - 2023
- Sarasota Salvation Army, Advisory Board Member, 2015 - 2023
- Executive Committee Member, Manatee Chamber of Commerce, 2008 - present
- Member of the Manatee DeSoto Historical Society, 2008 - present
- Past President of the Southeast High School Booster Club, 1997-1998

- Past President and current member of the Community Leadership Council University of South Florida Sarasota Manatee, 2011 - present
- Contributor to the V Foundation, 2014 - present

Withers has been married to Cynthia Louise Withers for 48 years. They have three children and nine grandchildren ranging in age from 2 to 21 years old. He and his wife Cindy are 1976 University of South Florida graduates. They met in orientation class and have been together for 50 years. He is an avid Bulls, Bucs, Rays and Lightning fan. (Manatee)

Financial Impact: None

Strategic Goal(s) Item Supports: USF System Strategic Goal Nos. 3 and 4

BOT Committee Review Date: 08/27/2024

Supporting Documentation Online (please circle): Yes

No

Prepared by: Lisa Barker

Agenda Item: III.d

USF Board of Trustees
August 27, 2024

Issue: President's 2024-2025 Goals

Proposed action: Approval of President's 2024-2025 Goals

Executive Summary:

Per the President's contract: On or before August 15th of each contract year, the President shall provide the Board Chair with a list of proposed goals and objectives. 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.

Financial Impact:

Strategic Goal(s) Item Supports: Goals 1-5

BOT Committee Review Date: August 27, 2024

Supporting Documentation Online (*please circle*):

Yes

No

Prepared by: Office of the President

2024–2025 Presidential Goals with Key Performance Indicators

1) Advancing Performance-Based Funding, Preeminence and Association of American Universities Metrics

a) Maintain Performance-Based Funding and Preeminence metrics

Key Performance Indicators

- a. Continue to excel in existing performance-based funding metrics and any forthcoming metric adjustments set by the Board of Governors (BOG)
- b. Maintain Preeminence status

b) Continue strategies toward achieving elevated national rankings

Key Performance Indicators

- a. Focus on increasing the six-year graduation rate and peer assessment score while remaining adaptable to any changes in US News and World Report metrics
- b. Earn multiple national media placements for USF researchers, faculty, students and senior leaders
- c. Position USF as a national and global leader in key investment areas, including AI, Health, Cyber and National Security and Athletics

c) Maximize impact of AAU membership through academics, research, partnerships, branding and athletics

Key Performance Indicators

- a. Advance the work of the internal AAU Task Force to ensure coordination and timely communication
- b. Demonstrate thought leadership by actively participating in various AAU events, committees, programs, and conferences, solidifying our institution's reputation as a leading voice in the academic and athletic communities

d) Implement strategies to achieve \$1 billion in research awards by 2030

Key Performance Indicators

- a. Create and facilitate opportunities for large-scale multidisciplinary research centers
- b. Begin hiring 500 faculty over 5 years in alignment with our strategic plan
- c. Establish detailed plans to enhance the research infrastructure, multidisciplinary research, and support for research, including equitable F&A allocations
- d. Increase awards from NIH, NSF, and other federal agencies

2024–2025 Presidential Goals with Key Performance Indicators	
2) Advancing Great Place to Learn and Work	
a) Strengthen foundation for talent recruitment and retention	
Key Performance Indicators	
a. Successfully implement OracleHCM and go live by end of 2024	
b) Strengthen the student experience and engagement opportunities	
Key Performance Indicators	
a. Review and update policies and procedures related to events, activities and student organizations	
b. Continue to advance efforts on strategic enrollment plans	
c. Enhance student advising, timely intervention on course offerings, and health and wellness offerings	
d. Implement annual student engagement surveys	
c) Complete recruitment for key leadership roles	
Key Performance Indicators	
a. Dean of the College of Engineering	
b. Dean of the College of Public Health	
c. Chair of Internal Medicine	
d) Complete consolidation of OneUSF including support units, student success and fees, and distance learning	
e) Continue operational excellence through efficiency and improvements	
Key Performance Indicators	
a. Enhance university-wide budget process and provide allocations no later than July 1 of each FY	
b. Launch completed financial dashboards including buildout and incorporation of central commitment repository	
c. Develop long-term financial planning tool	
d. Support and identify process improvements that eliminate non-value-added steps in university-wide business processes	
f) Expand our digital infrastructure for researchers and faculty in research, instructional spaces and learning platforms	
Key Performance Indicators	
a. Explore AI capabilities to improve services and efficiencies	
b. Advance the safe and ethical use of AI for faculty, staff and students	

2024–2025 Presidential Goals with Key Performance Indicators

3) Advancing a Competitive Advantage

a) Continue high levels of fundraising success

Key Performance Indicators

- a. Raise \$150 million or more in total gifts
- b. Increase presidential and university leadership engagement opportunities with alumni, donors and friends of the University both within and outside the Tampa Bay region

b) Complete USF-TGH Global PSA

Key Performance Indicators

- a. Finalize bridge agreement containing material terms for Global PSA and revisions to Enhanced Affiliation Agreement
- b. Complete Global PSA based on bridge agreement
 - i. Prepare additional and necessary agreements to effect purposes of the Global PSA

c) Enhance support for Athletics by advancing efforts to develop an on-campus stadium and boosting the visibility of all 21 teams and our coaches, student-athletes and fans.

Key Performance Indicators

- a. Begin construction for the stadium with a groundbreaking in Oct. 2024
- b. Begin the sales process for suites, stadium naming rights, field naming rights and other specific rooms within the TGH Center for Athletic Excellence
- c. Implement a new staff structure for NIL strategy and generate revenue for NIL/Revenue Sharing pools

d) Implement execution plan for the College of AI, Cybersecurity and Computing

Key Performance Indicators

- a. Develop targeted faculty recruitment plan

e) Continue to enhance university-community partnerships, legislative relations and brand awareness

Key Performance Indicators

- a. Continue strong legislative relations to bolster awareness of the unique and personalized strengths across each campus to increase advocacy and secure additional recurring and non-recurring state investments and opportunities for funding through federal, state and local governments
- b. Increase Alumni engagement through chapter and regional engagement, mentor programs and a robust Life Member campaign
- c. Finalize and promote a Neighborhood Vision and Action Plan
- d. Launch Leadership USF pilot program
- e. Launch and activate the President’s Global Leadership Council

f) Implement strategic insourcing and outsourcing model

Key Performance Indicators

- a. Review outsourcing a Security Operations Center to detect and mitigate increasing threats

g) Implement critical space and real estate planning strategies including

Key Performance Indicators

- a. Stadium enabling projects
- b. Golf Course redevelopment plan

Presidential Goals 2024-2025

Advancing PBF, PE and AAU metrics:

- a) Maintain Performance Based Funding and Preeminence metrics
- b) Continue strategies toward achieving elevated national rankings
- c) Maximize impact of AAU membership through academics, research, partnerships, branding and athletics
- d) Implement strategies to achieve \$1 billion in research awards by 2030

Advancing great place to learn and work:

- a) Strengthen foundation for talent recruitment and retention
- b) Strengthen the student experience and engagement opportunities
- c) Complete recruitment for key leadership roles
- d) Complete consolidation of OneUSF including support units, student success and fees, and distance learning
- e) Continue operational excellence through efficiency and improvements
- f) Expand digital infrastructure for researchers and faculty in research, instructional spaces and learning platforms

Advancing a competitive advantage:

- a) Continue high levels of fundraising success
- b) Complete USF-TGH Global PSA
- c) Enhance support for Athletics by advancing efforts to develop an on-campus stadium and boosting the visibility of all 21 teams and our coaches, student-athletes and fans.
- d) Implement execution plan for the College of AI, Cybersecurity and Computing
- e) Continue to enhance university-community partnerships, legislative relations and brand awareness
- f) Implement strategic insourcing and outsourcing model
- g) Implement critical space and real estate planning strategies

Presidential Goals 2024-2025 with key performance indicators

Advancing PBF, PE and AAU metrics:

- a) Maintain Performance Based Funding and Preeminence metrics
 - a. Continue to excel in existing performance-based funding metrics and any forthcoming metric adjustments set by the Board of Governors (BOG)
 - b. Maintain Preeminence status
- b) Continue strategies toward achieving elevated national rankings
 - a. Focus on increasing the six-year graduation rate and peer assessment score while remaining adaptable to any changes in USNWR metrics.
 - b. Earn multiple national media placements for USF researchers, faculty, students and senior leaders
 - c. Position USF as a national and global leader in key investment areas, including AI, Health, Cyber and National Security, and Athletics
- c) Maximize impact of AAU membership through academics, research, partnerships, branding and athletics
 - a. Advance the work of the internal AAU Task Force to ensure coordination and timely communication
 - b. Demonstrate thought leadership by actively participating in various AAU events, committees, programs, and conferences, solidifying our institution's reputation as a leading voice in the academic and athletic communities
- d) Implement strategies to achieve \$1 billion in research awards by 2030
 - a. Create and facilitate opportunities for large-scale multidisciplinary research centers
 - b. Begin hiring 500 faculty over 5 years in alignment with our strategic plan
 - c. Establish detailed plans to enhance the research infrastructure, multidisciplinary research, and support for research, including equitable F&A allocations
 - d. Increase awards from NIH, NSF, and other federal agencies

Advancing great place to learn and work:

- a) Strengthen foundation for talent recruitment and retention
 - a. Successfully implement OracleHCM and go live by end of 2024
- b) Strengthen the student experience and engagement opportunities
 - a. Review and update policies and procedures related to events, activities and student organizations
 - b. Continue to advance efforts on strategic enrollment plans
 - c. Enhance student advising, timely intervention on course offerings, and health and wellness offerings
 - d. Implement annual student engagement surveys
- c) Complete recruitment for key leadership roles
 - a. Dean of the College of Engineering
 - b. Dean of the College of Public Health
 - c. Chair of Internal Medicine
- d) Complete consolidation of OneUSF including support units, student success and fees, and distance learning
- e) Continue operational excellence through efficiency and improvements
 - a. Enhance university-wide budget process and provide allocations no later than July 1 of each FY
 - b. Launch completed financial dashboards including buildout and incorporation of central commitment repository
 - c. Develop long-term financial planning tool

- d. Support and identify process improvements that eliminate non-value-added steps in university-wide business processes
- f) Expand our digital infrastructure for researchers and faculty in research, instructional spaces and learning platforms
 - a. Explore AI capabilities to improve services and efficiencies
 - b. Advance the safe and ethical use of AI for faculty, staff and students

Advancing a competitive advantage:

- a) Continue high levels of fundraising success
 - a. Raise \$150 million or more in total gifts
 - b. Increase presidential and university leadership engagement opportunities with alumni, donors and friends of the University both within and outside the Tampa Bay region
- b) Complete USF-TGH Global PSA
 - a. Finalize bridge agreement containing material terms for Global PSA and revisions to Enhanced Affiliation Agreement
 - b. Complete Global PSA based on bridge agreement
 - i. Prepare additional and necessary agreements to effect purposes of the Global PSA
- c) Enhance support for Athletics by advancing efforts to develop an on-campus stadium and boosting the visibility of all 21 teams and our coaches, student-athletes and fans.
 - a. Begin construction for the stadium with a groundbreaking in Oct. 2024
 - b. Begin the sales process for suites, stadium naming rights, field naming rights and other specific rooms within the TGH Center for Athletic Excellence
 - c. Implement a new staff structure for NIL strategy and generate revenue for NIL/Revenue Sharing pools
- d) Implement execution plan for the College of AI, Cybersecurity and Computing
 - a. Develop targeted faculty recruitment plan
- e) Continue to enhance university-community partnerships, legislative relations and brand awareness
 - a. Continue strong legislative relations to bolster awareness of the unique and personalized strengths across each campus to increase advocacy and secure additional recurring and non-recurring state investments and opportunities for funding through federal, state and local governments
 - b. Increase Alumni engagement through chapter and regional engagement, mentor programs and a robust Life Member campaign
 - c. Finalize and promote a Neighborhood Vision and Action Plan
 - d. Launch Leadership USF pilot program
 - e. Launch and activate the President's Global Leadership Council
- f) Implement strategic insourcing and outsourcing model
 - a. Review outsourcing a Security Operations Center to detect and mitigate increasing threats
- g) Implement critical space and real estate planning strategies including
 - a. Stadium enabling projects
 - b. Golf Course redevelopment plan

Agenda Item: III.e

USF Board of Trustees
August 27, 2024

Issue: Review presidential compensation as part of the President's annual evaluation

Proposed action: Under the USF Presidential Contract, the Board is responsible for annually reviewing presidential compensation as part of the President's annual evaluation, which is initially carried about by the Governance Committee. This initial review considers the structure and level of Presidential compensation for alignment with market data and the President's performance.

Increases to base compensation are not guaranteed under the contract. However, as is discussed in more detail below, no adjustments have been made to compensation since 2022, although presidential compensation levels both in Florida and nationally have significantly increased.

Therefore, the attached Amended Contract proposes to increase the level of presidential compensation and performance-based compensation to match the level of UCF's presidential compensation. Although UCF is neither Preeminent nor AAU, it is close comparator because: (1) UCF is a metropolitan research university with a Health Sciences Center, like USF; (2) UCF's presidential compensation aligns with Board's emphasis on at risk compensation, (3) the level of compensation aligns with USF's current budget parameters.

Executive Summary: The level and structure of USF presidential compensation is unchanged since March of 2022. In the last two years, the market has substantially changed (see attached 2024 Annual Presidential Market Review). For example, based on the attached Presidential Market Review, USF's current presidential compensation level is below UF and FSU, two other Florida Preeminent institutions, as well as that of UCF, a comparator metropolitan research university with a health sciences center. In fact, the current USF presidential compensation is comparable to the New College of Florida presidential compensation notwithstanding differences in scope and size between USF and NCF. A similar review of public AAU institutions reflects considerable differences between USF presidential compensation and that of comparator institutions. Increases in compensation both in Florida and nationally correspond to the complexity and volume of demands on university presidents.

- 1. Preference for at risk compensation:** The Board historically puts at least 50% of total presidential compensation at risk to align performance and compensation, which remains the case in the proposed contractual amendment, with both performance-based compensation and deferred compensation 100% at risk. Market data suggests that USF is an outlier in its emphasis on at risk pay with multiple comparator institutions emphasizing guaranteed compensation in presidential contracts.
- 2. Deferred Compensation:** Adjustments to the base compensation determine the level of compensation in the deferred compensation plan because amounts credited to the deferred compensation correspond to a percentage of presidential base compensation (e.g. 25% in the draft amended contract). The Amended Contract proposes an increase in the percentage of base compensation to be credited to the deferred compensation from 20% to 25% for plan years 2023 and 2024. All deferred compensation remains at risk regardless of the amount of percentage of compensation to further incentivize performance.
- 3. Source of Funds:** Consistent with Florida Statutes sec. 1012.976, any compensation above \$250,000.00 must be paid by private funds.
- 4. Scope of Amendment:** The Amended Contract changes the current Presidential Contract only as to compensation. No other material changes to the current terms and conditions of the presidential contract are proposed.
- 5. Next Steps:** After review by the Governance committee, the draft amended contract will be considered for approval by the full Board on September 10, 2024; however, increases would be effective as of Governance Committee's review.

Financial Impact:

Strategic Goal(s) Item Supports:

BOT Committee Review Date: 08/27/2024

Supporting Documentation Online (please circle): **Yes** **No**

Prepared by: Gerard Solis, Senior Vice President for Legal Affairs & General Counsel

UNIVERSITY OF SOUTH FLORIDA

AMENDED PRESIDENTIAL CONTRACT

This ~~Amended~~ Employment ~~Agreement~~~~Amended-Agreement~~ ("~~Amended Agreement~~ ~~Agreement~~"), executed this ~~1030~~th day of ~~September-August~~~~March~~ 202~~42~~, and effective ~~August~~~~March 31, 16~~— 202~~42~~, 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"), 4202 East Fowler Avenue, CGS 401, Tampa, Florida 33620, and Rhea F. Law (the "President"), for the position of President of the University of South Florida ("University" or "USF"). The Board and President are collectively referred to herein as the Parties.

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 ~~amend certain specific, substantive specific~~ ~~commence the employment of the President pursuant to the~~ terms and conditions ~~of the President's~~ ~~employment related to compensation below in section IV. All other material terms of the~~ ~~President's employment are unchanged by this Amended Agreement, provided herein and subject~~ ~~to confirmation by the Florida Board of Governors;~~

WHEREAS, both the University and the President desire to set forth their respective rights and obligations in this ~~Agreement~~~~Amended Agreement—as to specific terms related to~~ ~~compensation;~~

WHEREAS, both the University and the President intend this ~~Agreement~~~~Amended~~ ~~Agreement~~ to become effective ~~August~~~~March 16—31~~, 202~~42~~;

WHEREAS, this ~~Agreement~~~~Amended 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:

I. Appointment, ~~Duties~~ and Duties

1.0 Appointment as President: Consistent with the Pending confirmation by the Florida Board of Governors as of March 22—, 2024, the University, on the terms specified in this Agreement/Amended Agreement, appoints ~~shall appoint~~ the President to serve as the President and Chief Executive Officer of the University subject to the rules, regulations, policies of the University, and the supervision of the Board of Trustees. The President 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 all the University's campuses located in Tampa, St. Petersburg, and Sarasota-Manatee, and at such other places as either the Board or the President deem appropriate for the interests, needs, business, or opportunities of the University.

1.1 Presidential Duties and Responsibilities: The President shall perform all duties required by law, by this Agreement/Amended Agreement, and customarily performed by presidents of public colleges and universities comparable in size to the University and 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:

- a. Operating and managing the University;

- |
- b.** Providing institutional, faculty, and educational leadership;
 - c.** Strategic planning and visioning;
 - d.** Fundraising;
 - e.** Acting as corporate secretary to the Board;
 - f.** Preparing a budget request and operating budget;
 - g.** Establishing and implementing policies and procedures to recruit, appoint, transfer, promote, compensate, evaluate, reward, demote, discipline, and remove personnel;
 - h.** Governing admissions;
 - i.** Approving, executing, and administering contracts for the acquisition of commodities, goods, equipment, services, lease of real and personal property, and planning and construction;
 - j.** Acting as custodian of all University property, including the authority to prioritize the use of University space, property, equipment, and resources;
 - k.** Implementing approved programs for the University;
 - l.** Establishing the internal academic calendar of the University;
 - m.** Administering the University's program of intercollegiate athletics;
 - n.** Recommending the establishment and termination of undergraduate and master's level degree programs within the approved role and scope of the University;
 - o.** Awarding degrees;
 - p.** Administering the schedule of tuition and fees to be charged by the University;

- q. Entering into agreements for student exchange programs;
- r. Approving the internal procedures of student government organizations and providing purchasing, contracting, and budgetary review processes for those organizations;
- s. Adjusting property records and disposing of state-owned tangible property;
- t. 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;
- u. Ensuring compliance with federal and state laws, regulations, and other requirements applicable to the University;
- v. 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;
- w. Organizing the University to achieve the goals of the University efficiently and effectively; and
- x. 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:** President agrees to faithfully, industriously, and with maximum application of experience, ability, talent, devote President's full-time attention and energies to the duties of President of the University. Those duties shall be performed for the University at all campuses of the University located in Tampa, St. Petersburg, and Sarasota-Manatee, and at such other places as the either

the Board or the President deem appropriate for the interests, needs, business, or opportunities of the University.

2.1 Outside Activities: 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, are permitted provided such activities do not interfere with the services required under the provisions of this ~~Agreement~~Amended Agreement and as otherwise determined by the Board.

2.2 Conflict of Interest Prohibited: 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 President's duties and responsibilities under this ~~Agreement~~Amended Agreement.

2.3 Approval of Outside Activities: 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. 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 compensation and benefits the President is entitled to receive under this ~~Agreement~~Amended Agreement. The President shall be solely responsible for President's tax reporting of any such external compensation described in this paragraph.

II. Term

3.0. **Prior Service as Interim President:** The Board recognizes and gratefully acknowledges President’s prior service as Interim President from August 2, 2021 to March 30, 2022 (“Prior Service”).

3.1 **Term:** ~~The Term of this Agreement~~ Amended Agreement does not alter the original Term of the Presidential Contract, which was entered into on March 31, 2022, and is effective shall be for a period of 3 (three) years from March 31, 2022, to commence immediately upon the conclusion of the Prior Service. The Term shall commence on March 31, 2022 (the “Effective Date”) and end on March 31, 2025. This ~~Agreement~~ Term may be extended by mutual agreement of the parties following review of the President’s performance by the Board and confirmation of reappointment of the President by the Florida Board of Governors in accordance with applicable laws and regulations. Notwithstanding the foregoing, this appointment shall be subject to prior termination as provided in this ~~Agreement~~ Amended Agreement.

III. Presidential Goals and Evaluation

4.0 **Submission of Goals for Annual Evaluation:** 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 and comment 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.

4.1 Evaluation Process: On or before September 30 of each contract year, President 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 President'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.

IV. Compensation

5.0 Base Salary: As compensation for the services to be performed by President pursuant to this ~~Agreement~~Amended Agreement the Board shall pay the President a Base Salary of ~~\$862~~5,000.00. No more of this amount than is allowed by Florida Statutes shall be paid from public funds (e.g., amounts greater than ~~\$25~~90,000.00 per sec. 1012.976, Florida Statutes). This amount shall be payable according to the University’s executive service category with appropriate deductions for taxes and benefits.

- 5.1 **Review of Base Salary:** The President's Base Salary shall be reviewed annually and may be increased, but not decreased, by the Board. Such annual salary review will be accomplished in conjunction with the Board's evaluation of job performance, as set forth in this ~~Agreement~~Amended Agreement.
- 5.2 **Tax Treatment of Base Salary:** The President shall be responsible for any personal income tax liability incurred because of this ~~Agreement~~Amended Agreement or any provision herein.
- 5.3 **Base Benefits:** The Board authorizes all standard executive service benefits for the President, based on the current annual Base Salary.
- 6.0 **Deferred Compensation:** The Board authorizes and requests that the USF Foundation contribute to a deferred compensation plan established for the President's benefit equal to ~~25~~20% (twenty ~~five~~five) of the then current annual Base Salary ~~for plan years 2023 and 2024 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 accrued deferred compensation to be payable:
- (a) at the end of the initial contract term or as otherwise specified in Plan Document;
 - or (b) upon the President's involuntary termination without cause; or (c) the President's death or permanent disability while in office; that (d) any non-vested, accrued deferred compensation would be entirely forfeited 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, except as modified in Section 8.4, and (e) that any

accrued amounts that vest shall become taxable. The President is encouraged to consult with independent tax advisers regarding the treatment of any deferred compensation under this ~~Agreement~~Amended Agreement.

6.1 Performance Based 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. The President is eligible to be awarded up to ~~\$412,300,500.00~~ \$412,500.00 per year in Performance Based Compensation in every year the President is evaluated under the ~~Agreement~~Amended Agreement (i.e., ~~the full \$412,500.00 can earned in each year of every year~~ the Amended Agreement ~~Contract and does not reflect and is not a total amount that can be earned under the full term of Amended Agreement~~ the CContract in first year the President may earn up to \$300,000.00; in the second year the President may earn an up to an additional \$300,000.00; and in the third year of the contract the President may again earn up to \$300,000.00). Performance Based Compensation shall be determined and awarded 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 Performance Based Compensation, if and to the extent awarded by the Board, shall survive the termination of this ~~Agreement~~Amended Agreement.

a. Evaluation of Performance by the Board: 70% (seventy) 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 4.0 of this

~~Agreement~~Amended Agreement after considering the Governance Committee's assessment.

- b. **Evaluation of Performance by the Board Chair:** 30% (thirty) 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 weight to be accorded to each goal and objective for the purposes of evaluating the President's performance and determining the annual Performance Based Compensation amount, if any.

V. Other Benefits

7.0 **Use of State-owned Facility:** The Board will authorize and provide facilities to the President to carry out the duties under this ~~Agreement~~Amended Agreement, including the use of facilities for official University functions, meetings with faculty, staff, students, and community leaders, and for official entertainment.

7.1 **Automobile Stipend:** The University shall provide the President with a monthly automobile stipend of \$1000.00 suitable for the University President. The President is responsible for payment of tax associated with receipt of the automobile stipend that is deemed to be gross income to President. 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.

7.2 **Professional Dues, Conferences, and Memberships in Service Organizations:** 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. The Board authorizes and will provide the President with membership dues and fees for organizations that would further the interests of the University.

7.3 Entertainment, Travel, and University Advancement Activities: 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.

a. Memberships: To further enable the President to carry out required duties, the Board shall provide the cost of annual dues and membership fees in mutually agreed to private clubs that will facilitate the performance of President's duties and advance the interests of the University.

b. Compliance with Applicable Laws: The expenses described in this Section travel shall conform to the laws of the State of Florida, University regulations and policies.

7.4 Housing Stipend: The President shall receive a monthly housing stipend in the amount of \$7000.00 for the duration of the ~~Agreement~~Amended Agreement. The President is responsible for payment of taxes associated with receipt of the housing stipend deemed to be gross income to the President. The housing stipend shall not be subject to increase during the term of the ~~Agreement~~Amended Agreement.

7.5 Expense Receipts and Documentation: 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~~ Amended Agreement in reasonable detail within 7 (seven) business days of a request for same.

VI. Termination of the ~~Agreement~~ Amended Agreement

8.0 Termination of the ~~Agreement~~ Amended Agreement for Cause:

Notwithstanding anything in this ~~Agreement~~ Amended Agreement to the contrary, the parties agree that the Board may terminate this ~~Agreement~~ Amended Agreement at any time for Cause. For purposes of this ~~Agreement~~ Amended 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~~ Amended Agreement that damages the University. In the event this ~~Agreement~~ Amended Agreement is terminated for Cause, President's employment as President shall cease immediately, and President shall not be entitled to any further employment. In addition, President shall not be entitled to any further compensation or benefits under this ~~Agreement~~ Amended Agreement, except as provided by law (i.e., COBRA), as set forth in the University's benefit plans with respect to vested rights and rights after termination of employment.

8.1 **Termination of the ~~Agreement~~ Amended Agreement Without Cause:** Notwithstanding anything herein to the contrary, the parties agree that the Board may terminate this ~~Agreement~~ Amended Agreement without cause at any time upon the lesser of: (a) 90 (ninety) days; or (b) the number of days remaining in the then current term of the President's employment prior written notice ("Notice Period") to the President. The President shall be entitled to a one-time payment equal to 20 (twenty) weeks of Base Salary in the event of a termination without cause, which shall be payable at the end of the Notice Period. Termination of this ~~Agreement~~ Amended Agreement by virtue of the President's permanent disability or death shall not be construed as termination without cause. During the Notice Period the Board shall have the discretion to determine whether the President shall continue to serve as President or to appoint an interim president.

a. **Termination Without Cause with Continuing Service:** If the Board terminates this ~~Agreement~~ Amended Agreement without cause and the President continues to serve as President during the Notice Period, then the ~~Agreement~~ Amended Agreement will continue to govern the rights and obligations of the Parties during the Notice Period. The President shall remain entitled to compensation and benefits that survive the termination of this ~~Agreement~~ Amended Agreement.

b. **Termination Without Cause and No Continuing Service:** If the Board terminates this ~~Agreement~~ Amended Agreement without cause and the President does not continue to serve as President during the Notice Period, then the President shall be relieved of all Presidential duties and

responsibilities. The President shall continue to receive compensation and benefits as provided in the ~~Agreement~~Amended Agreement during the Notice Period as well as those that survive the termination of this ~~Agreement~~Amended Agreement, except for the Automobile Stipend and any memberships paid for by the University, which shall cease upon the Board's notice of termination without cause.

c. **No Loss of Opportunity:** 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~~Amended Agreement without cause.

d. **Effect of Alternate Employment During the Notice Period:** If the President accepts full-time employment with an employer other than the University during the Notice Period, the Board's financial obligations under this ~~Agreement~~Amended Agreement other than those that survive the termination of this ~~Agreement~~Amended Agreement.

8.2 Termination of the ~~Agreement~~Amended Agreement due to the President's

Death: ~~I~~n the event of the President's death during the term of this ~~Agreement~~Amended Agreement, the ~~Agreement~~Amended Agreement shall terminate effective on the date of death. The President's estate shall be entitled to receive all benefits entitled under the University's various insurance plans, as applicable, Deferred Compensation as provided in the Plan Document; and for 60 (sixty) days from the date of death the President's estate shall exclusively receive Base Salary, Base Benefits provided to eligible beneficiaries, and the Housing

Stipend. At its sole discretion, the Board may elect to pay any amounts under this paragraph as a lump sum payment.

8.3 Termination of the ~~Agreement~~ Amended Agreement due to President's

Permanent Disability: If President becomes permanently disabled during the term of this ~~Agreement~~ Amended Agreement, the ~~Agreement~~ Amended Agreement shall terminate on the date of the determination of permanent disability and President shall receive all benefits to which President is entitled pursuant to the University's disability insurance plans, as applicable. President's Base Salary, Base Benefits and Housing Stipend shall continue until such time as the long term disability insurance policy begins according to the applicable policy. For purposes of this ~~Agreement~~ Amended 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 1.1, 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.

8.4 Succession Planning: Within 120 (one hundred and twenty) days of the execution of this ~~Agreement~~ Amended Agreement, 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. Provided an approved succession plan is in place, this ~~Agreement~~ Amended Agreement may be ended by the mutual ~~agreement~~ Amended Agreement of the Parties if deemed to be in the best interests of the University, in

which case the President and Board shall have the same rights as contained in Section 8.1 and the President shall not be deemed to have forfeited benefits under Section 6.0.

8.5 Unilateral Resignation by the President: The President may unilaterally terminate this ~~Agreement~~Amended Agreement by giving the Board the lesser of: (a) 90 (ninety) days' notice; or (b) notice equal to the number of days remaining under the term of this ~~Agreement~~Amended Agreement. Such notice shall be in writing and delivered as provided in this ~~Agreement~~Amended Agreement. By mutual written ~~agreement~~Amended Agreement, the President and the Board may modify the length of the President's notice of unilateral resignation if it is deemed in the best interests of the University.

8.6 Effect of President's Unilateral Resignation: In the event of the President's unilateral resignation, the President's employment shall cease on the effective date of the President's unilateral resignation. All Presidential salary and benefits contained in this ~~Agreement~~Amended Agreement shall also cease on the unilateral resignation date except those accrued and vested prior to the unilateral resignation date.

VII. Conflict Resolution

9.0 Dispute Resolution: The Board and President agree that if any dispute arises concerning this ~~Agreement~~Amended 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~~Amended Agreement, as well as any controversy or claim based upon the alleged breach of any legal right relating to or arising from the President'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. Subject to the requirements of law, the University and President 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 President agree the mediator may not be a University faculty member or have any material, ongoing relationship with the University.

9.1 Arbitration: If mediation is unsuccessful, any controversy between the Board and President involving the construction, application or enforcement of this ~~Agreement~~Amended Agreement, as well as any controversy or claim based upon the alleged breach of any legal right relating to or arising from President'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. President 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 President involving the construction, application or enforcement of this ~~Agreement~~Amended Agreement, the arbitrator must base his/her decision upon this ~~Agreement~~Amended Agreement, and he/she shall not have power to modify, add to or ignore the terms of the ~~Agreement~~Amended 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. The Parties may mutually agree to extend any deadlines specified in this Section.

9.2 Effect of ADR on Other Processes: The pendency of any matter arising under this ~~Agreement~~Amended Agreement shall not operate to impede, preclude, or delay the Board from taking the action complained of or otherwise exercising its rights under this ~~Agreement~~Amended Agreement.

VIII. Notice Provisions

10.0 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~~Amended Agreement shall be sent:

If to the University:

Chair, USF Board of Trustees
4202 East Fowler Avenue, CGS 301
Tampa, Florida 33620

With a copy to:

General Counsel
Office of the General Counsel
4202 E. Fowler Avenue, CGS 351
Tampa, Florida 33620

If to the President:

President Rhea F. Law
Office of the President
4202 East Fowler Avenue, CGS 401
Tampa, Florida 33620

With a copy to President's Personal Representative:

IX. General Terms and Conditions

11.0 Entire ~~Agreement~~Amended Agreement; ~~Modification~~: This ~~Agreement~~Amended Agreement constitutes the entire understanding of the parties and supersedes all prior or contemporaneous representations or ~~agreement~~Amended 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~~Amended Agreement or explicitly referenced herein. This ~~Agreement~~Amended Agreement cannot be amended, modified, or changed other than by express written ~~agreement~~Amended Agreement by the parties hereto.

12.0 Severability: The terms of this ~~Agreement~~Amended 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.

13.0 Governing Law and Venue: This ~~Agreement~~Amended Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. Venue for any action arising under this ~~Agreement~~Amended Agreement, including but not limited to an action seeking enforcement of an order pursuant to Section 9 of this ~~Agreement~~Amended Agreement, shall be in Hillsborough County, Florida.

14.0 Understanding of the ~~Agreement~~Amended Agreement: Both the President and the Board represent that they have thoroughly read this ~~Agreement~~Amended 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~~Amended Agreement as well as its legal effect, and that they have signed the ~~Agreement~~Amended Agreement voluntarily and of their own free will with the intention to comply with its terms.

15.0 Public Disclosure of the ~~Agreement~~Amended Agreement: Both parties agree and acknowledge that this ~~Agreement~~Amended 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.

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

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

18.0 Counterparts and E-Signatures: This ~~Agreement~~Amended 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. This ~~agreement~~Amended Agreement may digitally executed.

19.0 Insurance and Indemnification: The President 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 of this ~~Agreement~~Amended Agreement as to matters relating to actions while serving as President.

20.0 No Trust Fund: Nothing contained in this ~~Agreement~~Amended Agreement and no action taken pursuant to the provisions of this ~~Agreement~~Amended 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.

21.0 Statement of NCAA Compliance: The National Collegiate Athletic Association (“NCAA”) Bylaws require that certain language be included in the employment ~~agreement~~Amended Agreement of specified employees of Division I member institutions, including presidents. Accordingly, without limitation of the other obligations in the ~~Agreement~~Amended Agreement and University regulations, policies and procedures, the President (a) agrees to cooperate fully (within the meaning of NCAA Bylaws) in the NCAA infractions process, including the investigation and adjudication of potential infractions of any NCAA requirement, and (b) acknowledges that any individual found to be in violation of any NCAA requirement may be subject to disciplinary or corrective action, including possible suspension without pay or termination of employment.

22.0 General Cooperation Covenant: Without limitation of the obligations specified in the ~~Agreement~~Amended Agreement and/or this Amendment and applicable University regulations, policies and procedures, The President agrees to cooperate fully in any review or investigation involving University matters in which the President may possess pertinent information. This obligation shall survive the expiration or earlier termination of this ~~Agreement~~Amended Agreement.

23.0 Miscellaneous: The headings in this ~~Agreement~~Amended Agreement are for convenience only and shall not be used in construing or interpreting this ~~Agreement~~Amended 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. The Term “Section” as used in this ~~Agreement~~Amended Agreement refers to the entire like numbered series of paragraphs. For example Section 8 refers to paragraphs 8.0 through 8.6.

X. Authorized Signatures

IN WITNESS WHEREOF, the President and the authorized representative of the University of South Florida Board of Trustees have executed this ~~Agreement~~Amended Agreement on this 30th day of March 2022.

PRESIDENT

**UNIVERSITY OF SOUTH FLORIDA
BOARD OF TRUSTEES**

By:
Rhea F. Law
USF President & CEO

By:
Will Weatherford
Chair, USF Board of Trustees

DRAFT



Central Human Resources
Department of Compensation
2024 Annual Presidential Market Review

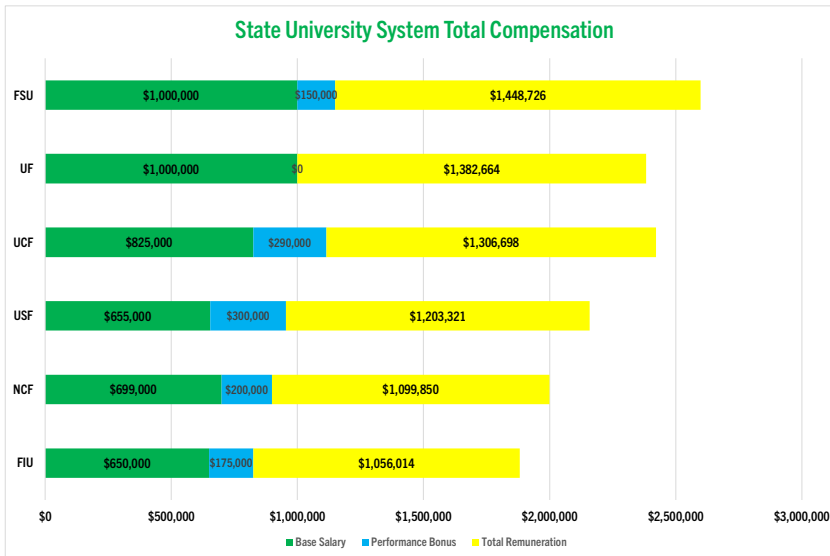
Florida SUS Peers

Florida SUS Peers

Market Compensation Details

Institution Components		Compensation Components									Presidential Contracts
Institution Name	Incumbent Name	Base Salary	Contract Bonus Potential	% of Annual Salary	Bonus & Incentive Compensation	Total Cash Compensation	Other Compensation	Retirement & Deferred Compensation	Benefits	Total Remuneration	
Florida State University	Richard McCullough	\$1,000,000	\$400,000	40%	\$150,000	\$1,150,000	\$60,692	\$202,603	\$35,431	\$1,448,726	FSU Pres Contract 2023 Amendment.pdf Powered by Box
University of Florida	Ben Sasse	\$1,000,000	\$150,000	15%	\$0	\$1,000,000	\$361,051	\$0	\$21,613	\$1,382,664	UFL President_Sasse.pdf Powered by Box
University of Central Florida	Alexander Cartwright	\$825,000	\$412,500	50%	\$290,000	\$1,115,000	\$24,800	\$145,000	\$21,898	\$1,306,698	UCF President Cartwright 2023 Amendment.pdf Powered by Box
University of South Florida	Rhea Law	\$655,000	\$300,000	50%	\$300,000	\$955,000	\$96,000	\$131,000	\$21,231	\$1,203,231	USF President_Rhea F. Law.pdf Powered by Box
New College of Florida	Richard Corcoran	\$699,000	\$200,000	29%	\$200,000	\$899,000	\$96,000	\$104,850	\$0	\$1,099,850	NCF_President_Corcoran.pdf Powered by Box
Florida International University	Kenneth A Jessell	\$650,000	\$175,000	27%	\$175,000	\$825,000	\$74,644	\$130,000	\$26,370	\$1,056,014	FIU_President Kenneth A Jessell 11.9.2022.pdf Powered by Box

The analysis below was prepared by USF HR department using the most recent contracts available from their HR counterparts. Excludes nontaxable benefits.



Total Compensation Packages include:

- Base Pay
- Bonus Eligibility
- Deferred Compensation/Annuity

Additional Perks include:

- Housing
- Auto
- Dues & Memberships
- Spouse Travel
- Personal Services

Prepared For: Angela Sklenka, Chief Administrative Officer and CHRO

Prepared By: Ken Stidham, Executive Compensation Business Partner

Date: June 21, 2024



Central Human Resources
Department of Compensation
2024 Annual Presidential Market Review

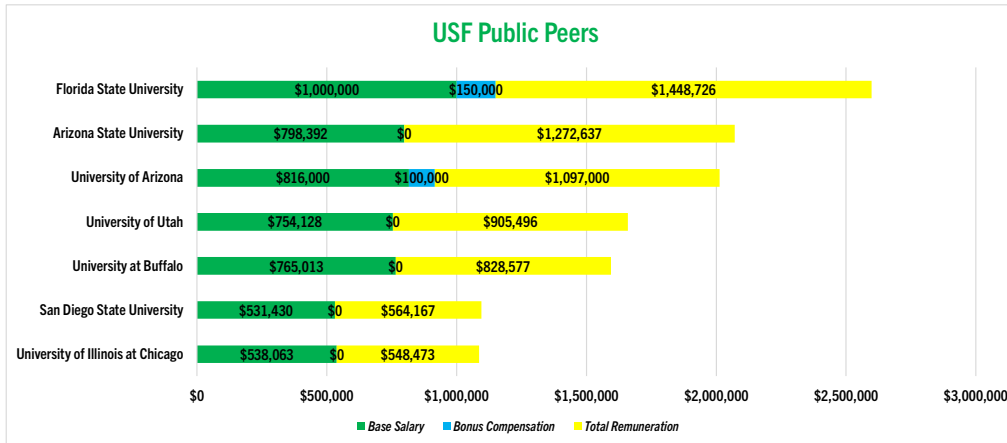
USF Public Peers

USF Public Peers

Market Compensation Details

Institution Components	Compensation Components						
Institution Name	Base Salary	Bonus & Incentive Compensation	Total Cash Compensation	Other Compensation	Retirement & Deferred Compensation	Benefits	Total Remuneration
Florida State University	\$1,000,000	\$150,000	\$1,150,000	\$60,692	\$202,603	\$35,431	\$1,448,726
Arizona State University	\$798,392	\$0	\$798,392	\$468,703	\$0	\$5,542	\$1,272,637
University of Arizona	\$816,000	\$100,000	\$916,000	\$10,000	\$171,000	\$0	\$1,097,000
University of Utah	\$754,128	\$0	\$754,128	\$126,054	\$0	\$25,313	\$905,496
University at Buffalo	\$765,013	\$0	\$765,013	\$2,766	\$0	\$60,799	\$828,577
San Diego State University	\$531,430	\$0	\$531,430	\$15,173	\$0	\$17,564	\$564,167
University of Illinois at Chicago	\$538,063	\$0	\$538,063	\$871	\$0	\$9,539	\$548,473

Data obtained from Chronicle of Higher Education: https://www.chronicle.com/article/president-pay-public-colleges?cid=gen_sign_in
The analysis below was prepared by USF HR department using the most recent contracts available from the their HR counterparts. Excludes nontaxable benefits.



Total Compensation Packages Include:

- Base Pay
- Bonus Eligibility
- Deferred Compensation/Annuity

Additional Perks include:

- Housing
- Auto
- Dues & Memberships
- Spouse Travel
- Personal Services

Prepared For: Angela Sklenka, Chief Administrative Officer and CHRO

Prepared By: Ken Stidham, Executive Compensation Business Partner

Date: June 21, 2024



Central Human Resources
Department of Compensation
2024 Annual Presidential Market Review

AAU Public Institutions

AAU Public

Market Compensation Details

Institution Components	Compensation Components						
Institution Name	Base Salary	Bonus & Incentive Compensation	Total Cash Compensation	Other Compensation	Retirement & Deferred Compensation	Benefits	Total Remuneration
Penn State Univ	\$899,472	\$0	\$899,472	\$1,153,311	\$0	\$17,366	\$2,070,149
Univ of Kansas	\$966,537	\$0	\$966,537	\$351,152	\$0	\$79,878	\$1,397,566
Univ of Texas	\$1,359,083	\$0	\$1,359,083	\$0	\$0	\$23,917	\$1,383,000
Arizona State Univ	\$798,392	\$0	\$798,392	\$468,703	\$0	\$5,542	\$1,272,637
Univ of South Florida	\$655,000	\$300,000	\$955,000	\$96,000	\$131,000	\$21,231	\$1,203,231
Ohio State Univ	\$954,810	\$0	\$954,810	\$97,715	\$0	\$166,159	\$1,218,684
Univ of Arizona	\$816,000	\$100,000	\$916,000	\$10,000	\$171,000	\$0	\$1,097,000
Michigan State Univ	\$988,800	\$1,545	\$990,345	\$37,574	\$0	\$38,522	\$1,066,441
Texas A&M Univ	\$952,749	\$0	\$952,749	\$53,042	\$0	\$11,264	\$1,017,055
Univ of Virginia	\$856,682	\$104,030	\$960,712	\$25,530	\$0	\$29,789	\$1,016,030
Purdue Univ	\$637,291	\$309,000	\$946,291	\$12,234	\$0	\$47,359	\$1,005,885
Univ of Missouri	\$782,800	\$0	\$782,800	\$192,896	\$0	\$19,601	\$995,297
Univ of Maryland	\$842,122	\$0	\$842,122	\$0	\$0	\$80,237	\$922,359
Univ of Utah	\$754,128	\$0	\$754,128	\$126,054	\$0	\$25,313	\$905,496
Univ of Michigan	\$867,464	\$0	\$867,464	\$1,027	\$0	\$16,710	\$885,201
Univ of Minnesota	\$693,202	\$51,500	\$744,702	\$0	\$0	\$110,951	\$855,653
Univ of Illinois	\$751,884	\$0	\$751,884	\$78,517	\$0	\$9,492	\$839,893
Univ at Buffalo - SUNY	\$765,013	\$0	\$765,013	\$2,766	\$0	\$60,799	\$828,577

Data obtained from Chronicle of Higher Education: https://www.chronicle.com/article/president-pay-public-colleges?cid=gen_sign_in

**Institutions Reporting Total Remuneration < \$800,000 were removed

Prepared For: Angela Sklenka, Chief Administrative Officer and CHRO

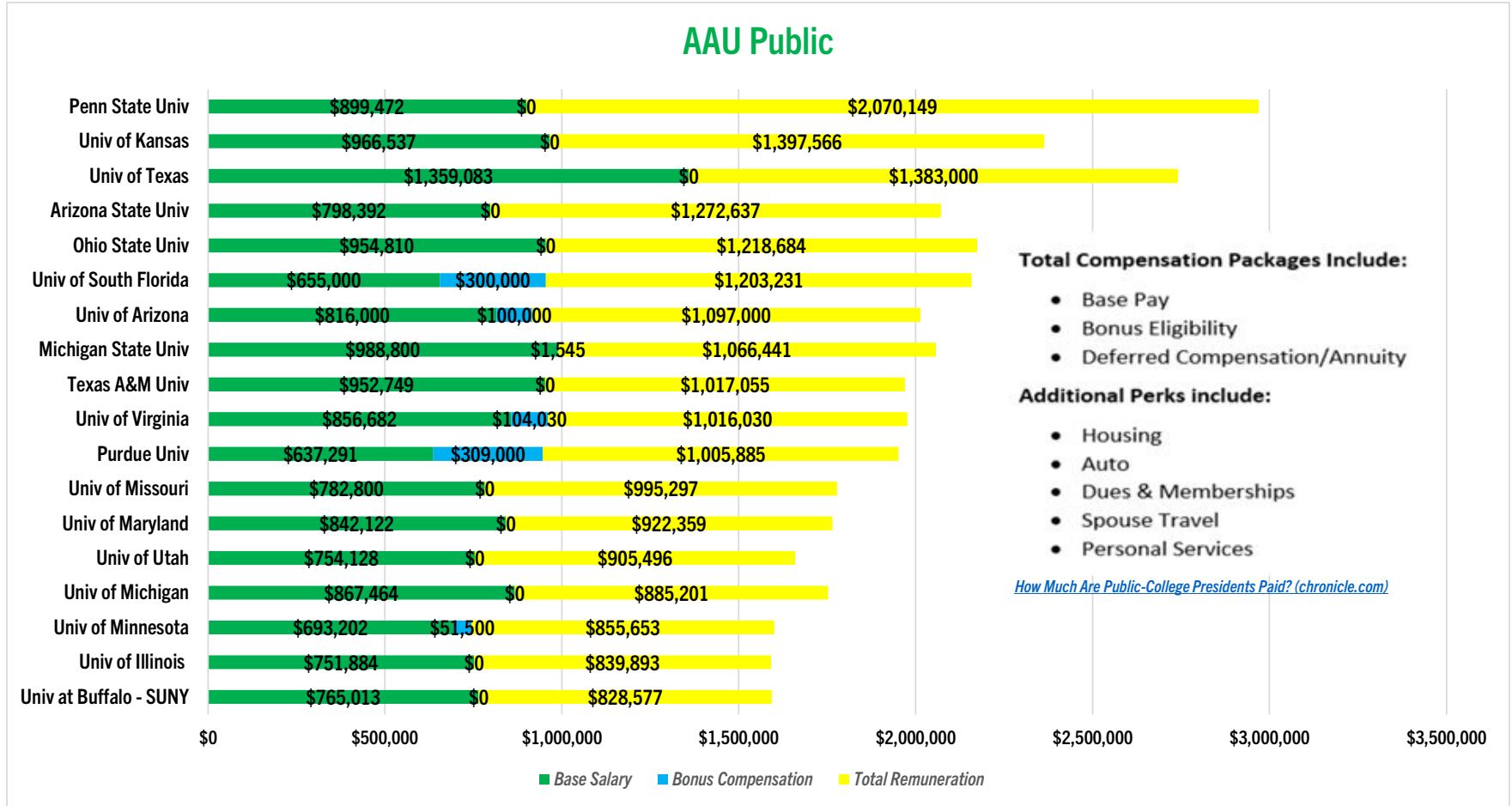
Prepared By: Ken Stidham, Executive Compensation Business Partner

Date: June 21, 2024



Central Human Resources
Department of Compensation
2024 Annual Presidential Market Review

AAU Public Institutions_Chart



Prepared For: Angela Sklenka, Chief Administrative Officer and CHRO

Prepared By: Ken Stidham, Executive Compensation Business Partner

Date: June 21, 2024

Governance Committee Meeting - Agenda



Central Human Resources
Department of Compensation
2024 Annual Presidential Market Review

Public Research I Institutions

Public Research I

Market Compensation Details

Institution Components	Compensation Components						
Institution Name	Base Salary	Bonus & Incentive Compensation	Total Cash Compensation	Other Compensation	Retirement & Deferred Compensation	Benefits	Total Remuneration
Texas Tech Univ	\$1,034,177	\$309,000	\$1,343,177	\$1,237,895	\$0	\$3,906	\$2,584,978
Penn State Univ	\$899,472	\$0	\$899,472	\$1,153,311	\$0	\$17,366	\$2,070,149
Univ of Houston	\$1,224,294	\$309,000	\$1,533,294	\$179,999	\$0	\$0	\$1,713,293
Univ of Kentucky	\$1,067,230	\$128,750	\$1,195,980	\$206,914	\$0	\$16,865	\$1,419,759
Univ of Kansas	\$966,537	\$0	\$966,537	\$351,152	\$0	\$79,878	\$1,397,566
Univ of Texas	\$1,359,083	\$0	\$1,359,083	\$0	\$0	\$23,917	\$1,383,000
Clemson Univ	\$971,631	\$0	\$971,631	\$255,644	\$0	\$77,572	\$1,304,847
Arizona State Univ	\$798,392	\$0	\$798,392	\$468,703	\$0	\$5,542	\$1,272,637
Univ of South Florida	\$655,000	\$300,000	\$955,000	\$96,000	\$131,000	\$21,231	\$1,203,231
Ohio State Univ	\$954,810	\$0	\$954,810	\$97,715	\$0	\$166,159	\$1,218,684
Univ of Arizona	\$816,000	\$100,000	\$916,000	\$10,000	\$171,000	\$0	\$1,097,000
Michigan State Univ	\$988,800	\$1,545	\$990,345	\$37,574	\$0	\$38,522	\$1,066,441
Texas A&M Univ	\$952,749	\$0	\$952,749	\$53,042	\$0	\$11,264	\$1,017,055
Univ of Virginia	\$856,682	\$104,030	\$960,712	\$25,530	\$0	\$29,789	\$1,016,030
Purdue Univ	\$637,291	\$309,000	\$946,291	\$12,234	\$0	\$47,359	\$1,005,885
Univ of Missouri	\$782,800	\$0	\$782,800	\$192,896	\$0	\$19,601	\$995,297
Univ of Alabama	\$876,087	\$0	\$876,087	\$5,175	\$0	\$91,596	\$972,858
George Mason Univ	\$721,057	\$129,780	\$850,837	\$74,113	\$0	\$32,294	\$957,243
Univ of Georgia	\$702,465	\$0	\$702,465	\$244,341	\$0	\$6,049	\$952,855
Univ of Massachusetts-Amherst	\$668,866	\$135,666	\$804,532	\$121,520	\$0	\$18,653	\$944,706
North Carolina State Univ	\$708,347	\$206,000	\$914,347	\$2,843	\$0	\$7,942	\$925,133
Univ of Maryland	\$842,122	\$0	\$842,122	\$0	\$0	\$80,237	\$922,359
Virginia Commonwealth Univ	\$701,663	\$1,030	\$702,693	\$170,938	\$0	\$35,598	\$909,228
Univ of Utah	\$754,128	\$0	\$754,128	\$126,054	\$0	\$25,313	\$905,496
Mississippi State Univ	\$838,925	\$0	\$838,925	\$0	\$0	\$53,688	\$892,612
Washington State Univ	\$772,500	\$103,000	\$875,500	\$0	\$0	\$15,020	\$890,520
Univ of Michigan	\$867,464	\$0	\$867,464	\$1,027	\$0	\$16,710	\$885,201
Univ of Louisville	\$835,925	\$0	\$835,925	\$23,346	\$0	\$18,598	\$877,869
Virginia Tech	\$717,290	\$104,030	\$821,320	\$21,389	\$0	\$33,145	\$875,854
Univ of Mississippi	\$848,775	\$0	\$848,775	\$0	\$0	\$11,738	\$860,512
Univ of Minnesota	\$693,202	\$51,500	\$744,702	\$0	\$0	\$110,951	\$855,653
Univ of Illinois	\$751,884	\$0	\$751,884	\$78,517	\$0	\$9,492	\$839,893
Louisiana State Univ	\$736,167	\$0	\$736,167	\$69,048	\$0	\$24,644	\$829,859
West Virginia Univ	\$819,633	\$0	\$819,633	\$927	\$0	\$8,347	\$828,907
Colorado State Univ	\$592,250	\$206,000	\$798,250	\$19,791	\$0	\$10,823	\$828,865
Univ at Buffalo - SUNY	\$765,013	\$0	\$765,013	\$2,766	\$0	\$60,799	\$828,577
Univ of Tennessee	\$748,522	\$0	\$748,522	\$34,896	\$0	\$20,629	\$804,047

Data obtained from Chronicle of Higher Education: https://www.chronicle.com/article/president-pay-public-colleges/?cid=gen_sign_in

**Institutions Reporting Total Remuneration < \$800,000 were removed

Prepared For: Angela Sklenka, Chief Administrative Office and CHRO

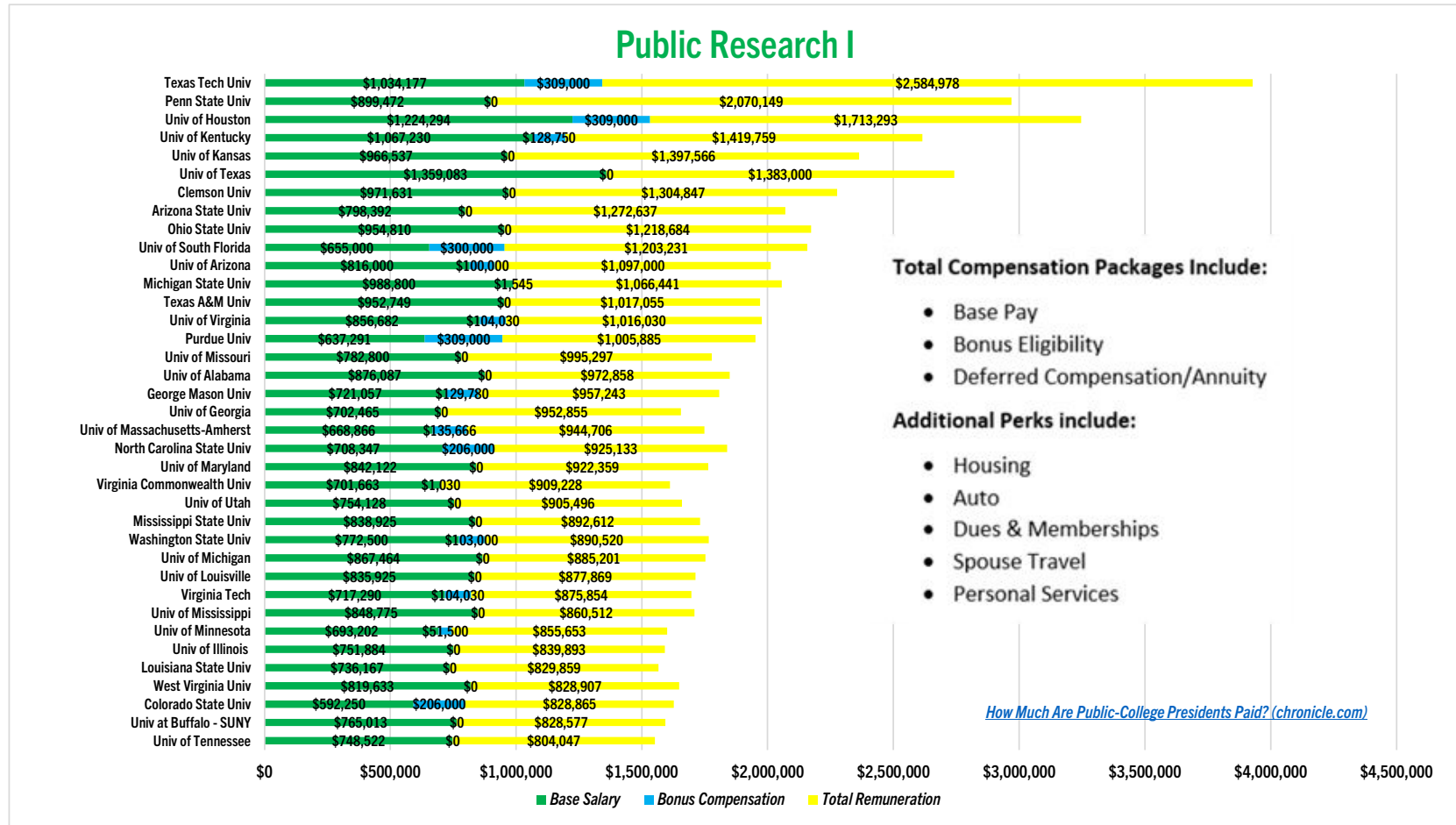
Prepared By: Ken Stidham, Executive Compensation Business Partner

Date: June 21, 2024



Central Human Resources
Department of Compensation
2024 Annual Presidential Market Review

Public Research I Institutions_Chart



Prepared For: Angela Sklenka, Chief Administrative Officer and CHRO

Prepared By: Ken Stidham, Executive Compensation Business Partner

Date: June 21, 2024

Agenda Item: III.f

USF Board of Trustees
August 27, 2024

Issue: Linking Industry to Nursing Education (LINE)

Proposed action: Delegation of authority to Dean Usha Menon to approval all LINE Fund Proposals for Fiscal Year 2024-2025

Executive Summary:

The Linking Industry to Nursing Education (LINE) fund provides an opportunity for each state university to receive dollar-for-dollar matching funds to match contributions from a healthcare partner. Gift funds and matching funds may be used for any of the following priorities: student scholarships, recruitment of additional faculty, purchasing or repairing equipment to support the delivery of nursing education, and/or updating nursing simulation centers.

If the Board approves to delegate its authority to Dean Menon, her authority to approve each proposal will be contingent on obtaining approval from President Law and Chief Academic Officer of USF Health, Dr. Lockwood. A quarterly or end of year summary of proposals that were submitted and approved will be provided to the Board.

Financial Impact:

Increased resources for the USF College of Nursing in support of student scholarships, recruitment of additional faculty, purchasing or repairing equipment to support the delivery of nursing education, and/or updating nursing simulation centers.

Strategic Goal(s) Item Supports:

BOT Committee Review Date: 08/27/2024

Supporting Documentation Online (please circle):

Yes

No

Prepared by: Dean Usha Menon

Linking Industry to Nursing Education (LINE)

Request for delegated authority to approve proposals

Dean Usha Menon | August 20, 2024

Purpose of LINE funding



- Provides the opportunity for each state university to receive matching funds for contributions from a health care partner.
- Intended to fund student scholarships, enhance Simulation, student and faculty recruitment, etc.

Past LINE Projects

- Fiscal Year 24
 - 7 projects with 5 partners – \$3,490,444 total funding (\$1,745,222 state/\$1,745,222 partner match)
 - Projects including simulation support, scholarships, and student success; preceptor academy
 - Paid for NCLEX exam review (live and virtual); test preparation; success coaches
 - **NOTE: current NCLEX pass rate is 98.4%**
- Fiscal Year 23
 - 4 projects with 3 partners – \$1,043,730 total funding (\$521,865 state/\$521,865 partner match)
 - Projects included simulation support and scholarships

Request

- Delegate authority to Dean Menon to approval all LINE Fund Proposals for Fiscal Year 2024-2025
 - If the Board approves, Dean Menon's authority to approve each proposal will be contingent on obtaining approval from President Law and Dr. Lockwood
 - A quarterly or end of year summary of proposals that were submitted and approved will be provided to the Board

Agenda Item: III.g

USF Board of Trustees
August 27, 2024

Issue: BOG Regulation 8.005, General Education Course List

Proposed action: Approval of courses offered by USF that meet the general education course requirements in accordance with sections 1007.24, 1007.25 and 1007.55, Florida Statutes.

Executive Summary:

Per BOG Reg. 8.005, "Each State University System institution's board of trustees and president must annually review and approve, at a public meeting, the courses offered by the institution that meet general education course requirements in accordance with sections 1007.24, 1007.25 and 1007.55, Florida Statutes."

At the ACE Committee meeting, we will present the framework that has served as the basis for developing the list of general education courses offered at the University of South Florida as approved by the Provost and President. It is expected that the list of courses will comply with the requirements set forth by the BOG. If approved by the ACE Committee, this will then be voted on by the Governance Committee on behalf of the BOT during its August 27, 2024, meeting in preparation for submission to the BOG Articulation Coordinating Committee (ACC) and then the full BOG.

Per BOG Reg. 8.005 "If an institution does not have a list of general education courses approved by the Board of Governors prior to the Board of Governors awarding performance-based funding for the next fiscal year, the Board of Governors may withhold performance funding until a list of general education courses meets the requirements and is approved by the Board of Governors."

Financial Impact: n/a

Strategic Goal(s) Item Supports: Goal 1: Student Success at USF and Beyond

BOT Committee Review Date: 08/27/2024

Supporting Documentation Online (please circle): Yes

No

Prepared by: Kyna Betancourt

Agenda Item: III.h

USF Board of Trustees August 27, 2024

Issue: USF-TGH Bridge Agreement between USFTGP, USF and TGH (Bridge Agreement)

Proposed action: Approve the material terms of the Bridge Agreement that outlines major commitments that will be further defined by October 1, 2024, in a revised Affiliation Agreement, professional services agreement (PSA); and other definitive agreements (e.g., GME Agreement), as applicable.

Executive Summary: In July of 2020, USF and TGH entered into an Enhanced Affiliation Agreement to accomplish three primary goals:

- deliver the benefits of academic medicine to the communities we serve with premier, nationally ranked, academically productive sub-specialty programs, enhanced graduate and undergraduate medical education, and increased academic support funding for health research;
- improve access to our primary care base and provide enhanced coordination of care for patients;
- position USF and TGH to pursue impactful opportunities and affiliations as they arise.

The Enhanced Affiliation Agreement was approved by both the USF Board of Trustees and the TGH Board, who must also approve the Bridge Agreement.

To further deliver on the above goals, USF and TGH have negotiated a Bridge Agreement intended to accomplish the following objectives.

1. Define a new funds flow model between the organizations that:
 - a. Increases funding for academic physician salaries;
 - b. Supplements USF Health's revenues for academic and research expenses; and
 - c. Aligns financial incentives such that USF Health's revenues and stature grows as TGH succeeds.
2. Form a more closely integrated health system to reduce administrative costs for both parties and provide a competitive financial structure attractive to employers, individuals and federal and private payors.

3. Create an environment where USF is de-risked from the financial risk of a large physician practice.
4. Maintain and grow the only academic health system in the region.
5. Build on clinical integration (per FTC guidelines) to allow the parties to work more closely relative to quality, efficiency, and financials.

The Bridge Agreement outlines commitments that will be further defined and finalized by October 1, 2024, in a revised Affiliation Agreement, professional services agreement (PSA); and other definitive agreements (e.g., GME Agreement), as applicable. TGH investments described in the Bridge Agreement will be finalized in the revised Affiliation Agreement/PSA; however, funding will be made retroactive to July 1, 2024.

Financial Impact:

Strategic Goal(s) Item Supports:

BOT Committee Review Date:

Supporting Documentation Online (please circle):

Yes

No

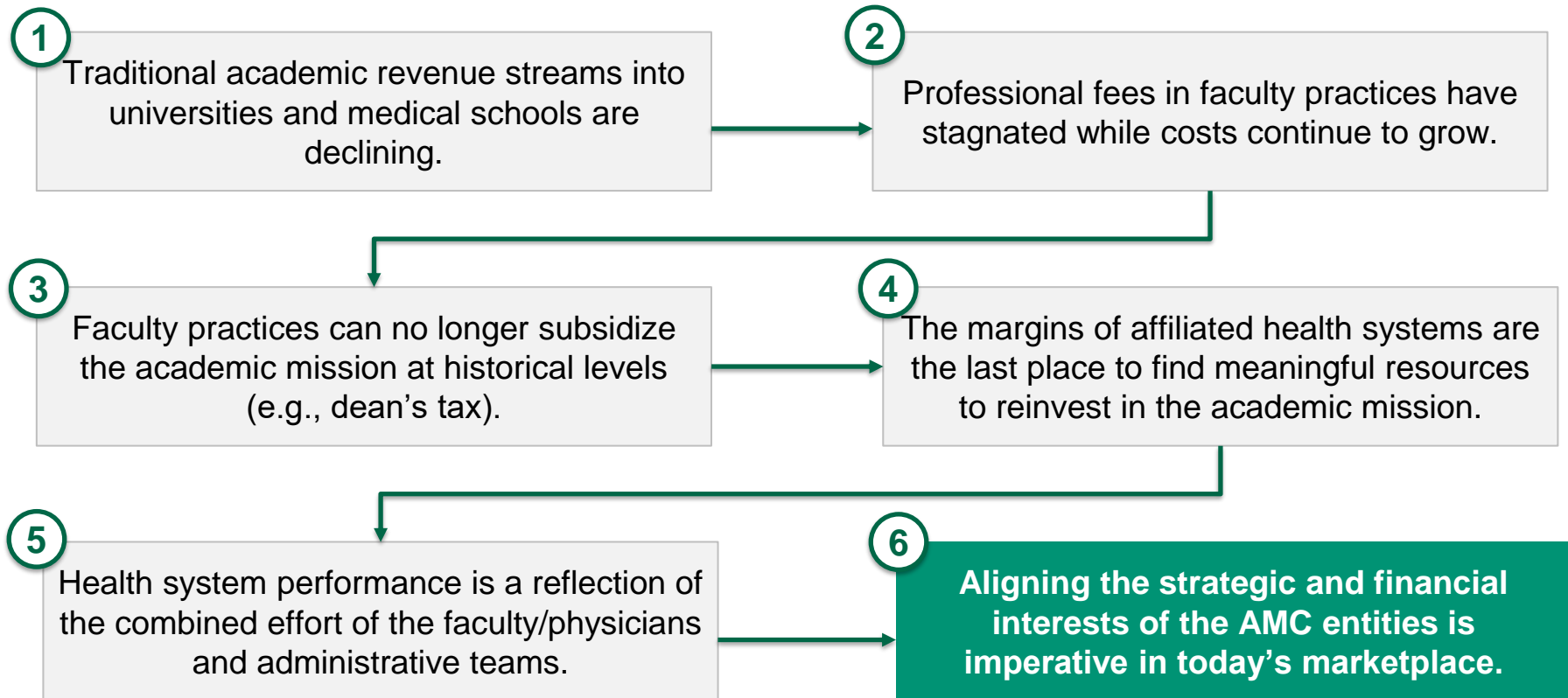
Prepared by: Gerard Solis, General Counsel

General Terms of Agreement USF-TGH

Executive Vice President and Dean, Charles J. Lockwood // August 27, 2024



Economic Realities for AMCs



USF-TGH Relationship Evolution – “The Next Chapter”

	2013	2020	2024
	Affiliation Agreement	Enhanced Affiliation	Revised Affiliation and Funds Flow
Joint Planning	Exists on paper (limited in practice)	Joint Affiliation Council and USFTGP Board	Will continue
Exclusivity	None	Limited	Bidirectional exclusivity for new/expanded programs within service area
Physician/Clinical Integration	None	<ul style="list-style-type: none"> Creation of USFTGP/consolidation of practice infrastructure Clinical integration achieved (2023) and ongoing 	<ul style="list-style-type: none"> Expanded role and authority for USFTGP Clearly defined approvals for USF and TGH
Investment/Funds Flow	Hundreds of separate contracts/no regular updates	Consolidated majority of contracts into single agreement and centralized review process	Revised methodology; increased transparency; incentive for productivity and performance; increased academic investment

What is the Bridge Agreement?

Bridge Agreement (July 2024)



- Agreement between USFTGP, USF and TGH (effective July 1).
- Outlines major commitments that will be further defined by October 1 in a revised Affiliation Agreement, professional services agreement (PSA); and other definitive agreements (e.g., GME Agreement), as applicable.
- TGH investment described in the Bridge Agreement will be finalized in the revised Affiliation Agreement/PSA; however, funding will be made retroactive to July 1.
- Terms subject to ratification by respective boards.

Major Components of the Agreement



Faculty/Physician Recruitment

- Recruitment and employment of new faculty/physicians.



Clinical Program Exclusivity

- Treatment of USF contracts with non-TGH health systems.
- Rules for new clinical program development.



Academic Program Exclusivity

- Rules for new academic program development.



USFTGP Role and Authority

- Role of USFTGP with respect to USF clinical faculty.
- Approval rights for TGH and USF.



Service Line Leadership

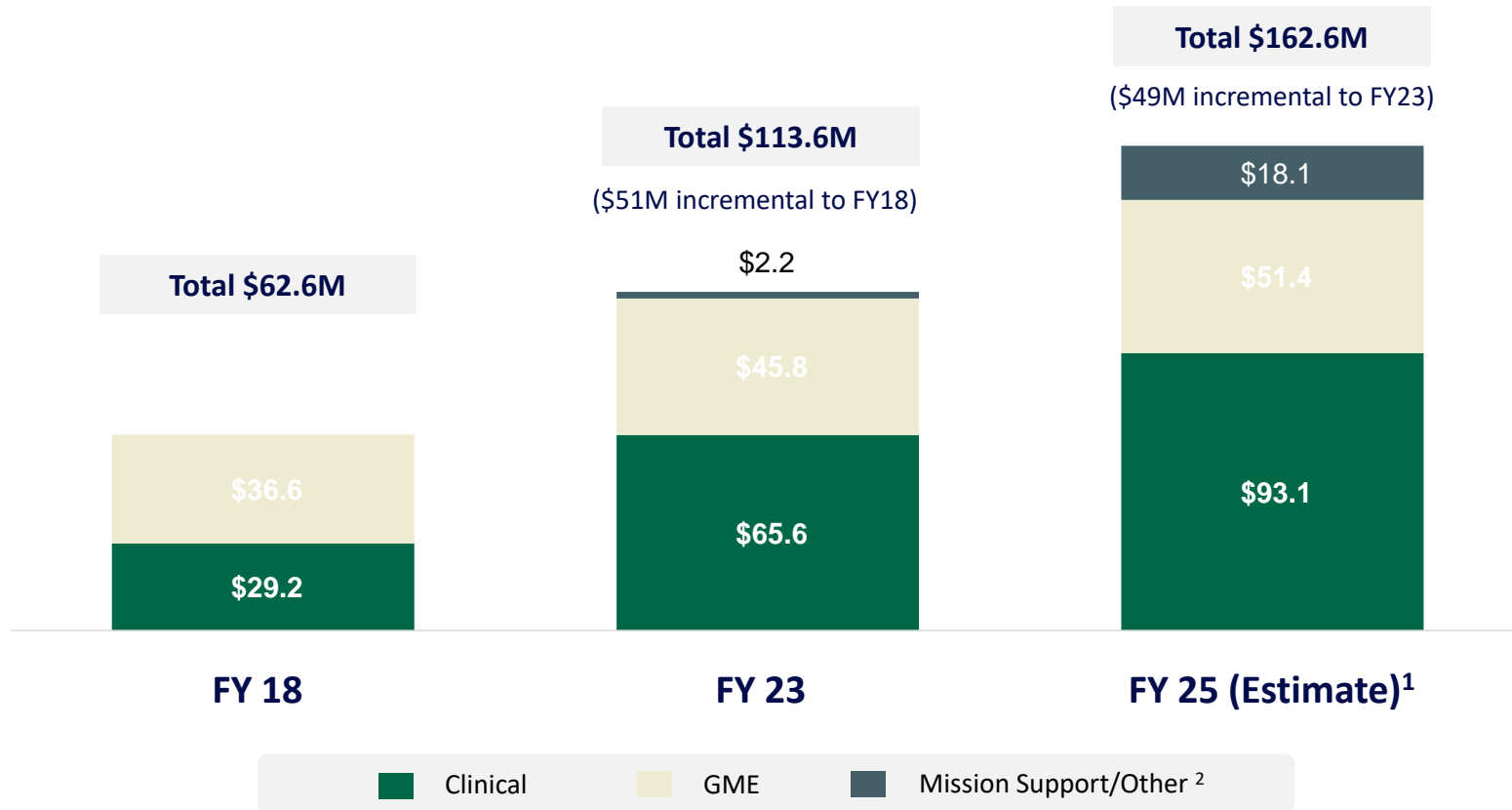
- Appointment of TGH Service Line Leaders.



Funds Flow

- Clinical funding.
- GME/academic investment.

Funds Flow Comparison Over Time



¹ Estimate based on FY24 YTD financials, not including jointly agreed upon growth.

² Mission Support does not include funds associated with capital projects (e.g., prepaid lease for medical school building)

Questions?

Agenda Item: IV.a

**USF Board of Trustees
Governance Committee
August 27, 2024**

Issue: Board of Trustees Self Evaluation

Executive Summary:

Pursuant to USF BOT Policy 07-001, Governance Policy, “in addition to the powers and duties outlined in Board of Governors Regulation 1.001, the Board is responsible for defining and regularly evaluating its responsibilities and expectations as outlined in the Board of Trustees Operating Procedures.”

Section 4 of the Southern Association of Colleges and Schools Commission on Colleges 2018 Principles of Accreditation requires governing boards to define and regularly evaluate their responsibilities and expectations as a Board. The Board’s responsibilities are defined in Article IX, Section 7 of the Florida Constitution, the Board’s Operating Procedures, Board regulations, and state law.

The biennial Board of Trustees’ Self-Evaluation survey was administered electronically in July.

Strategic Goal(s) Item Supports:
Supporting Documentation Online: **Yes** **No**
Prepared By: Kiara Gayle, Director Board Operations



2023-2024 University of South Florida Board of Trustees Self-Evaluation Report

Survey Overview:

As part of best practices for governance boards, the USF Board of Trustees will “periodically assess the performance of the Board, its committees, and its members.” Every even year, each Trustee will receive and complete an electronic survey to evaluate the Board’s performance and its members understanding of their responsibilities and expectations. The survey results will be reviewed by the Governance Committee at their next meeting immediately following survey distribution. The Chair of the Governance Committee will present the survey results to the Board at its next meeting.

Survey Respondents:

The following report is an analysis of the self-evaluation results. For this analysis "N/A" was excluded. Twelve members were emailed the self-evaluation and all twelve responded, resulting in a **100%** response rate. Please note that not every respondent responded to all of the questions.



Please rate your level of agreement with the following:

Field	12 Responses				
	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
Board member responsibilities are clear.	67%	33%	0%	0%	0%
The Board is knowledgeable about state and regional higher education needs.	42%	50%	8%	0%	0%
The Board has protocols for responding to citizens and the media.	75%	17%	8%	0%	0%
The Board is knowledgeable about the mission, vision and strategic priorities of USF.	83%	17%	0%	0%	0%
The Board's meeting agenda clearly reflects USF's mission, vision and strategic priorities.	83%	17%	0%	0%	0%
The Board ensures that its mission and goals are sufficiently responsive to current and future USF community higher education and workforce needs.	75%	25%	0%	0%	0%
Board members make decisions after thorough discussion and exploration of many perspectives.	67%	25%	0%	8%	0%
The Board is familiar with the USF's Accountability Plan.	58%	42%	0%	0%	0%
The Board understands the fiscal conditions of USF.	75%	25%	0%	0%	0%
The Board adheres to a code of ethics.	91%	9%	0%	0%	0%
Board members avoid conflicts of interest and the perception of conflicts of interests.	75%	17%	8%	0%	0%
The Board advocates USF interests to state agencies and legislators.	75%	25%	0%	0%	0%
The Board promotes an environment where Board members feel engaged, respected, and empowered to raise issues for discussion.	75%	25%	0%	0%	0%



What would you like to see the Board accomplish in the next two years?

9 Responses

steward the university towards a major spike in research and growth around subjects and events of future significance such as sustainability, AI, cybersecurity, misinformation, etc

Continue to develop paths to engage board members outside of committee and board meetings.

So much has been accomplished in recent years - strategic plan that drives decisions, admission to AAU, kicking off activities for an on-campus stadium, implementing a comprehensive enterprise risk management process - I actually think the next two years should focus on supporting and staying on top of these significant initiatives.

The Board's vision for USF is strong and aspirational. For the previous two years, the money and attention has focused on the stadium and USF Health. To leverage the total power of USF, I would like to see the Board set goals to improve the culture and climate for faculty, students, and staff of a consolidated (3 campus), comprehensive, metropolitan research university (we aren't there yet), and to ensure proper funding for improvements to the infrastructure across all campuses given that future home games, concerts, and other events will bring many visitors and community interest in the physical spaces of USF.

In the next two years, I would like to see the Board focus on several key areas to ensure sustained growth, innovation, and positive impact

I would mainly recommend that it would be great that board looks into the Students Food Insecurity problem

Maintain pre eminence goals. Maintain focus on Strategic goals. Be prepared at the appropriate time to have a Chair that has the leadership skills as we have today!

Secure the necessary funding to address infrastructure needs at all three campuses.

I would like to focus on staying the course for GROWTH and take notice of the impact GROWTH will have on the surrounding community

Continue to provide the vision for our president the leadership of the University



What do you think the Board does well?

9 Responses

diverse stakeholder perspectives, openness to management expertise

Board members are well informed, committee structures ensure that board responsibilities can be accomplished thoroughly and effectively, keeping student success top of mind.

The Board has a genuine interest in USF's success. Board members ask important questions that challenge USF to improve.

The USF Board of Trustees excels in providing a clear vision and strategic goals, guiding the university's growth. Their strong governance ensures transparency and effective oversight of management and operations. The Board's sound financial practices safeguard USF's financial health and manage risks effectively. Open communication with stakeholders fosters trust and prioritizes student and faculty satisfaction. They are committed to attracting and developing top talent, promoting a culture of continuous learning and inclusivity. By encouraging innovation and adaptability, the Board keeps USF competitive and responsive to new opportunities. Their commitment to sustainability and community engagement further strengthens USF's reputation and success.

Works well together under the current Chair, respects each other. ASks good questions

Board is attentive, thorough and interactive, especially at the committee level.

Focus on the BIG picture

I believe the board asks good questions not only in committee meetings, but at the full board meeting allowing everyone to understand and approve important action items.

Support our leadership while also being good stewards on behalf of the state of Florida's tax payer dollars.



What change or action would most improve the Board's performance?

9 Responses

more connectivity, within the bounds of the sunshine laws, between meetings

Nothing I can think of

I know it's difficult in the sunshine, but I don't think the Board leverages the strengths of each member. There is immense talent and diverse business/industry experience across the Board, but we don't have the space, time, or freedom to really discuss important issues that impact USF. I think it would be helpful to start/end the year with a private meeting (no specific agenda items) to bring up new ideas, or to ask questions, or to examine some case examples of other universities-- how does Michigan do X, how does UC Berkeley do Y, how does UNC Chapel Hill do Z.

Also, most Board members are on multiple high-profile boards, what are the best practices of those boards and do we apply the same strategies?

This is entirely my recommendation based on talking to multiple students at USF to most improve the Board's performance, enhancing stakeholder engagement would be highly beneficial. By actively seeking input from students, faculty, and staff, the Board can better understand the needs and concerns of the USF community. This can be achieved through regular town hall meetings, surveys, and open forums. Improved communication and transparency in decision-making processes will build trust and ensure that the Board's actions align with the interests of the university community.

I think we need to meet in person more often

Like to see a Board meeting at different campuses at least once per year.

No comment

I believe by making the workshops with ACE and for budget like we have been the last two years, this will bring the board together to make wise decisions for USF's future.

Continue to get more board members engaged in between board meetings.