

## **FULL BOARD MEETING**

TUESDAY, 31 MARCH 2009  
9:00 A.M.  
FLORIDA INTERNATIONAL UNIVERSITY  
UNIVERSITY PARK CAMPUS  
GRAHAM CENTER BALLROOMS  
MIAMI, FLORIDA

### **AGENDA**

1. **CALL TO ORDER AND CHAIR'S REMARKS** **CHAIRMAN DAVID PARKER**
2. **FOUNDATION REPORT** **JOSEPH L. CARUNCHO**
3. **PUBLIC APPEARANCES** **DAVID PARKER**
4. **PRESIDENT'S REPORT** **MODESTO MAIDIQUE**
5. **REPORT:**  
*BUDGET REDUCTION METHODOLOGY* **VIVIAN SANCHEZ**  
**RONALD BERKMAN**
6. **ACTION ITEMS – CONSENT AGENDA** **DAVID PARKER**
  - BOARD OF TRUSTEES (BT)**
    - BT1. MINUTES, 14 NOVEMBER 2008
    - BT2. MINUTES, 23 DECEMBER 2008
  - FINANCE AND AUDIT COMMITTEE (FA)**
    - FA1. UNIVERSITY IDENTITY THEFT PREVENTION PROGRAM
    - FA2. RECRUITMENT AND SELECTION POLICY
    - FA3. PRE-EMPLOYMENT REQUIREMENTS POLICY
    - FA4. INVESTMENT POLICY STATEMENT
  - ACADEMIC POLICY COMMITTEE (AP)**
    - AP1. TENURE AS A CONDITION OF EMPLOYMENT
    - AP2. COLLEGE OF MEDICINE FACULTY PRACTICE PLAN –  
AMENDMENTS TO BYLAWS

**7. ACTION ITEMS, BOARD OF TRUSTEES**

**DAVID PARKER**

BT3. AMENDMENT TO THE OPERATING PROCEDURES OF THE  
FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

BT4. RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE FLORIDA INTERNATIONAL UNIVERSITY BOARD  
OF TRUSTEES AND THE DADE COUNTY POLICE BENEVOLENT  
ASSOCIATION (LIEUTENANTS)

**8. ACTION ITEMS/STATUS REPORTS, BOARD COMMITTEES**

▪ **FINANCE AND AUDIT COMMITTEE REPORT**

**KIRK LANDON**

**ACTION ITEMS (TAB FA)**

FA5. UNIVERSITY TECHNOLOGY FEE

FA6. AUTHORIZATION FOR THE ISSUANCE OF DEBT TO FINANCE THE  
CONSTRUCTION OF PARKING GARAGE V AT UNIVERSITY PARK  
CAMPUS

▪ **ACADEMIC POLICY COMMITTEE REPORT**

**PATRICIA FROST**

**ACTION ITEMS (TAB AP)**

AP3. SACS QUALITY ENHANCEMENT PLAN FOR FIU

AP4. UNIVERSITY MISSION STATEMENT

AP5. LIMITED ACCESS DESIGNATION FOR THEATRE

AP6. PROGRAM TERMINATIONS

- ACCELERATED COMBINED DEGREE PROGRAMS, SEVEN-YEAR  
PROGRAMS FOR BS/DO, BS/DPM AND BS/DMD

AP7. HONORARY DEGREE NOMINATIONS

**9. STATUS REPORTS, BOARD WORKGROUPS**

▪ **ATHLETICS WORKGROUP REPORT**

**ALBERT DOTSON**

▪ **EXTERNAL RELATIONS WORKGROUP REPORT**

**MIRIAM LÓPEZ**

**10. NEW BUSINESS**

**DAVID PARKER**

**11. CONCLUDING REMARKS AND ADJOURNMENT**

**DAVID PARKER**

THE NEXT FULL BOARD MEETING  
IS SCHEDULED FOR  
FRIDAY, 12 JUNE 2009

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

31 March 2009

**SUBJECT: CALL TO ORDER AND CHAIR'S REMARKS**

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**PROPOSED BOARD ACTION**

None. Information only.

**AUTHORITY FOR BOARD ACTION**

N/A

**BACKGROUND INFORMATION**

David Parker, FIU Board of Trustees Chair, will convene the meeting with opening remarks.

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**EXHIBITS/SUPPORTING DOCUMENTATION:**

▪ N/A

**FACILITATORS/PRESENTERS:**

▪ David Parker

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

31 March 2009

**SUBJECT: FOUNDATION REPORT**

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**PROPOSED BOARD ACTION**

None. Information only.

**AUTHORITY FOR BOARD ACTION**

N/A

**BACKGROUND INFORMATION**

Joseph L. Caruncho, FIU Foundation, Inc. Board of Directors Chair, will report on the activities of the Foundation Board since the last meeting of the Board of Trustees.

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**EXHIBITS/SUPPORTING DOCUMENTATION:**      ■ N/A

**FACILITATORS/PRESENTERS:**                      ■ Joseph L. Caruncho

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

31 March 2009

**SUBJECT: PUBLIC APPEARANCES**

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**PROPOSED BOARD ACTION**

None. Information only.

**AUTHORITY FOR BOARD ACTION**

N/A

**BACKGROUND INFORMATION**

Public Comment Period (if timely requested and approved)

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**EXHIBITS/SUPPORTING DOCUMENTATION:**     ■ N/A

**FACILITATORS/PRESENTERS:**                     ■ David Parker

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

31 March 2009

**SUBJECT: PRESIDENT'S REPORT**

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**PROPOSED BOARD ACTION**

None. Information only.

**AUTHORITY FOR BOARD ACTION**

N/A

**BACKGROUND INFORMATION**

Modesto Maidique, President, will provide the University report.

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**EXHIBITS/SUPPORTING DOCUMENTATION:**      ■ N/A

**FACILITATORS/PRESENTERS:**                      ■ Modesto Maidique

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

31 March 2009

**SUBJECT: BUDGET REDUCTION METHODOLOGY**

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**PROPOSED BOARD ACTION**

None. Information only.

**AUTHORITY FOR BOARD ACTION**

N/A

**BACKGROUND INFORMATION**

Vivian Sanchez, Sr. VP for Administration and CFO and Ronald Berkman, Sr. Executive VP and Provost, will present the Budget Reduction Methodology.

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**EXHIBITS/SUPPORTING DOCUMENTATION:**

▪ N/A

**FACILITATORS/PRESENTERS:**

- Vivian Sanchez
- Ronald Berkman



**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

31 March 2009

**SUBJECT: CONSENT AGENDA**

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**PROPOSED BOARD ACTION:**

Adopt the following Resolution:

RESOLVED, that the following matters included in the Consent Agenda are hereby approved:

***BOARD OF TRUSTEES***

BT1. Minutes, 14 November 2008

BT2. Minutes, 23 December 2008

***FINANCE AND AUDIT COMMITTEE***

FA1. Identity Theft Prevention Program

FA2. Recruitment and Selection Policy

FA3. Pre-employment Requirements Policy

FA4. Investment Policy Statement

***ACADEMIC POLICY COMMITTEE***

AP1. Tenure as a Condition of Employment

AP2. College of Medicine Faculty Practice Plan – Amendments  
to Bylaws

FURTHER RESOLVED that Exhibits “B,” “C,” “D,” “E,” “F,” “G,” “L,” and “M” are attached to this Resolution and made part of the minutes for this meeting.

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**EXHIBITS/SUPPORTING DOCUMENTS:**

- **Board of Trustees**
  - BT1. Board of Trustees Minutes 11.14.08 -  
*(Exhibit “L”)*
  - BT2. Board of Trustees Minutes 12.23.08 -  
*(Exhibit “M”)*
- **Finance and Audit Committee items**  
*(Information behind the Finance and Audit Committee tab)*
- **Academic Policy Committee items**  
*(Information behind the Academic Policy Committee tab)*

**FACILITATOR/PRESENTER:**

- N/A

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

31 March 2009

**SUBJECT: FULL BOARD MEETING MINUTES, 14 NOVEMBER 2008**

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**PROPOSED BOARD ACTION:**

Adopt the following Resolution:

RESOLVED that the minutes of the meeting of the Florida International University Board of Trustees' Meeting held on 14 November 2008, attached to this Resolution as Exhibit "L," are hereby approved.

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**EXHIBITS/SUPPORTING DOCUMENTS:**

- EXHIBIT "L": 14 NOVEMBER 2008  
FULL BOARD MEETING MINUTES

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**BOARD MEETING  
MINUTES  
14 NOVEMBER 2008**

**I. Call to Order**

Chairman David Parker convened the meeting of The Florida International University Board of Trustees at 9:08 a.m., on Friday, 14 November 2008, at University Park Campus, Graham Center Ballroom, Miami, Florida.

The following attendance was recorded:

***Present:***

David Parker, Chair	Miriam López
Albert Dotson, Vice Chair	Albert Maury
Cesar Alvarez	Arthur "AJ" Meyer
Jorge Arrizurieta	Claudia Puig
Betsy Atkins	Rosa Sugrañes
Thomas Breslin	Modesto Maidique
Patricia Frost	
Kirk Landon	

**II. Chairman's Remarks**

Chairman Parker welcomed all Trustees, University faculty and staff, Foundation Directors, and members of the press. He also recognized Foundation Director Noel Guillama-Alvarez, noting that he would represent the Foundation Board of Directors in Chairman Caruncho's absence. Chairman Parker introduced Robert Conrad, the university's new Vice President for Advancement. The Chairman noted that VP Conrad, had over 20 years of experience in fundraising, was most recently Vice President of Central Development Services for the Florida State University Foundation.

The Chairman congratulated the University's College of Business Executive Dean Joyce Elam and her faculty and staff for their hard work, noting that the University's Executive MBA was ranked among the top 85 programs in the world by the *Financial Times*, placing it in the top 35 programs in the United States. He added that this was the third consecutive year the University made the coveted ranking. In addition, he noted that the University's College of Business was also awarded the National Society of Hispanic MBAs' (NSHMBA) 2008 Brillante Award for Excellence, the organization's most prestigious honor.

Chairman Parker noted that over 3000 applications were received for the College of Medicine's inaugural class, adding that the first acceptance letters were sent to a group of top candidates. He noted that the University looked forward to the first class of 40 to be on campus next Fall.

Chairman Parker also reported that the Florida Board of Governors awarded a grant to FIU's Office of Intellectual Property Management in order to facilitate the discovery of commercial applications for biomedical research at the University.

On Behalf of the Board, the Chairman thanked Trustee Kirk Landon for his generous contribution of \$1million for the University's new field house, noting Trustee Landon's lengthy and extensive record of support for the University.

### **III. Foundation Report**

FIU Foundation Director Noel Guillama-Alvarez provided the Foundation Report on behalf of Chairman Joe Caruncho, who was unable to attend. He reported on year to date fundraising and on Foundation investments, noting that investment losses for the current fiscal year were estimated at -18.6%, or \$24 million, as of October 31, 2008.

Foundation Director Guillama-Alvarez also reported that the Foundation's annual audit for the 2007-2008 fiscal year received a clean audit opinion, while no internal control deficiencies were noted.

### **IV. Requests to address the Board:**

There were no requests to address the Board.

### **V. President's Remarks:**

Chairman Parker requested that President Maidique defer his remarks for later in the meeting. President Maidique introduced University Frost Professor Campbell McGrath. Professor McGrath, a renowned creative writer, read two poems from his latest collection, *Seven Notebooks*.

Chairman Parker requested that the order of the agenda be altered to consist of the presentation of the Committee Reports first. Hearing no objections, the Committee Reports were presented first.

### **Committee Reports**

- Finance and Audit

Finance and Audit Committee Chair Kirk Landon reported on items heard by the Committee. The Committee reviewed four action items, which included the Revised Capital Improvement Plan; the Capital Improvement Fee Trust Fund (CITF) Legislative Budget Request, 2008-09; the FIU Direct Support Organization Financial Audits for 2007-2008; and the Florida International University College of Medicine Self-Insurance Program. He also reported on other items heard by the Committee, which consisted of a report on the College of Medicine and the proposed partnership between the College of Medicine and University Health Services.

Committee Chair Landon also reported on the Office of Internal Audit activities. He noted that the next State revenue estimating conference, scheduled for November 21<sup>st</sup>, would likely reflect a continued decline in the revenue outlook. However, he added that the Committee reasoned that the shortfall could temporarily be covered with savings from delays in the implementation of

strategic projects and vacant positions. He noted that the University was facing the possibility of an additional 7% cut in the coming year. He stated that all division Vice Presidents were assessing their respective three year plans to determine what budget reduction initiatives could be expedited.

- Academic Policy

Academic Policy Committee Chair Patricia Frost reported on items heard by the Committee, noting that two action items were presented, Honorary Degree Nomination and Tenure as a Condition of Employment.

Committee Chair Frost reported that Provost Ronald Berkman presented updates for the Committee on University hires and searches. She announced the appointment of Dr. Douglas Robertson as the new Dean of Undergraduate Education and Professor Carol Damian as the new director of the Frost Museum.

## Workgroup Report

- External Relations

External Relations Co-Chair Miriam López reported on the implementation of the new University logo. She noted that it created a recognizable and consistent mark, which generated a message of pride and community to all constituents. She reminded Trustees that President Maidique would be hosting an academic conference on 24 February 2009, titled, "America and the Rising Powers: A Geo-Political Summit." She added that the conference would bring leading scholars from around the world to South Florida to discuss the shifting balance of power in the world and its impact on the United States, noting that guest speakers would include Dr. Francis Fukuyama, Dr. Robert Kagan, Parag Khanna, and Dr. Fareed Zakaria. Workgroup Co-Chair López concluded her report by presenting the "I am FIU" video.

Chairman Parker thanked all Trustees and the Chairs of the Committees and Workgroups for their work on behalf of the Board.

## VI. Items for Board Review:

The Chairman asked that all action items be considered next, beginning with the consent agenda.

### A. Action Items

#### 1. *Consent Agenda:*

Chairman Parker asked for comments on any items included in the Consent Agenda. Hearing none, the Board adopted the following Resolution:

RESOLVED, that the following matters included in the Consent Agenda are hereby approved:

- A. MINUTES, 12 SEPTEMBER 2008 (*EXHIBIT "A"*)
- B. REVISED CAPITAL IMPROVEMENT PLAN (*EXHIBIT "B"*)
- C. FIU DIRECT SUPPORT ORGANIZATIONS FINANCIAL AUDITS (*EXHIBITS "C" - "E"*)
- D. HONORARY DEGREE NOMINATION (*EXHIBIT "F"*)
- E. TENURE AS A CONDITION OF EMPLOYMENT (*EXHIBIT "G"*)
- F. PRIORITIES FOR THE 2009 LEGISLATIVE SESSION (*EXHIBIT "H"*)
- G. HUMAN RESOURCE POLICY VACATION LEAVE (*EXHIBIT "I"*)
- H. FLORIDA INTERNATIONAL UNIVERSITY COLLEGE OF MEDICINE SELF-INSURANCE PROGRAM REGULATIONS (*EXHIBIT "J"*)
- I. DEMONSTRATIONS REGULATION (*EXHIBIT "K"*)
- J. PERFORMANCE RATINGS (*EXHIBIT "L"*)

## VII. Other Business

There were several additional action items presented by Chairman Parker for consideration as other business.

- **ITEM #1: CAPITAL IMPROVEMENT FEE TRUST FUND (CITF) – PRIORITY LIST OF STUDENT FUNDED UNIVERSITY PROJECTS**

Chairman Parker noted that this item was reviewed by the Finance and Audit Committee. He added that the Board was asked to approve the CITF Legislative Budget Request, which reflected the reallocation of \$500,000 from the Arena Expansion and Renovation of East Wing/Lobby Project to the Stadium/Student Meeting Rooms Project and recommended BOG approval. He noted that the CITF list was developed in consultation with the Student Government Association.

After discussion, the Board approved the following Resolution:

WHEREAS, the Florida International University Board of Trustees (the BOT), on March 14, 2008, approved the list of projects to be funded by the Capital Improvement Fee Trust Fund (CITF) for inclusion in the 2008-09 Legislative Budget Request (LBR); and

WHEREAS, Florida International University's original CITF allocation was reduced from \$17,703,456 to \$12,703,456 as a result of the 2008 Legislative Session whereby all University CITF funds were reduced; and

WHEREAS, the University administration recommends a reallocation of funds between two existing approved CITF Projects. This reallocation is limited to a transfer of \$500,000.00 from the Arena Expansion and Renovation of East Wing/Lobby Project to the Stadium/Student Meeting Rooms Project; and

WHEREAS, this reallocation will permit the University to adjust to changing project circumstances and will result in no change to the aggregate CITF amounts allocated to the University by the Florida Board of Governors and the Florida Legislature;

THEREFORE, BE IT RESOLVED that the Florida International University Board

of Trustees (the Board) approves the Florida International University 2008-09 Capital Improvement Fee Trust Fund (CITF) Legislative Budget Request, revised project list to reflect the reallocation and recommends that the Florida Board of Governors approve the adjustment and include the request in any budget amendment submission to the Florida Legislature, as necessary or appropriate; and

BE IT FURTHER RESOLVED that the Florida International University Board of Trustees authorizes the University Administration to take all actions necessary to implement this Resolution.

- **ITEM #2: U.S. CENTURY BANK ARENA NAMING**

Chairman Parker presented for Board review and approval the naming of the FIU Arena as the "U.S. Century Bank Arena" for a period of five years based on the bank's recent contribution to the University. He noted that the donors did not wish to publicize the exact amount of their donation. However, he stated that the amount exceeded the minimum Board approved threshold of \$1million for the naming of a University facility in accordance to the University's policy for Suggested Minimums for Naming Opportunities.

After discussion, the Board approved the following Resolution:

WHEREAS U.S. Century Bank has made a substantial contribution in support of the University's intercollegiate athletics programs; and

WHEREAS this contribution exceeds the minimum threshold of \$1 million for the naming of a University facility, in accordance with the Florida International University Board of Trustees ("Board") Policy for Suggested Minimums for Naming Opportunities; and

WHEREAS, in recognition of U.S. Century Bank's substantial commitment to FIU Athletics, the University desires to name the FIU Arena as the "U.S. Century Bank Arena" for a period of five years; and

WHEREAS, pursuant to Florida Board of Governors Regulation 9.005, the naming of any university facility is subject to approval by the Board;

THEREFORE be it RESOLVED that the Board approves the naming of the FIU Arena as the "U.S. Century Bank Arena" in accordance with and subject to the provisions of any gift agreement relating thereto.

- **ITEM #3: UNITED FACULTY OF FLORIDA (UFF) CONTRACT APPROVAL**

Chairman Parker presented the United Faculty of Florida Contract and policies for Board approval. The UFF ratified the agreement on 12 November 2008.

After discussion, the Board approved the following Resolution:



WHEREAS, the Florida International University Board of Trustees ("BOT") is the public employer of all employees of the University and is obligated to engage in collective bargaining with employees who are represented by a union; and

WHEREAS, certain employees of the University are part of a bargaining unit represented by the United Faculty of Florida – FIU Chapter ("UFF"); and

WHEREAS, representatives of the BOT and the UFF have engaged in collective bargaining and have reached agreement on the terms of the 2008-2011 BOT-UFF Collective Bargaining Agreement ("Agreement") (Attached as Exhibit "N"); and

WHEREAS, the overwhelming majority of the bargaining unit employees represented by UFF voted in favor of ratification of the Agreement on November 12, 2008;

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees hereby ratifies the Collective Bargaining Agreement attached hereto as Exhibit "N"; and

BE IT FURTHER RESOLVED, that the University Administration take all actions necessary to give effect to this Resolution.

- **ITEM #4: POLICE BENEVOLENT ASSOCIATION (PBA) CONTRACT APPROVAL**

Chairman Parker presented the Police Benevolent Association (PBA) Contract and policies for Board approval, noting that the PBA ratified the agreement on 31 October 2008.

After discussion, the Board approved the following Resolution:

WHEREAS, the Florida International University Board of Trustees ("BOT") is the public employer of all employees of the University and is obligated to engage in collective bargaining with any employees who are represented by a union; and

WHEREAS, certain employees of the University Police department are members of a bargaining unit represented by the Dade County Police Benevolent Association ("PBA"); and

WHEREAS, representatives of the BOT and the PBA have engaged in collective bargaining and have reached an agreement on the terms of the 2007-2010 BOT-PBA Collective Bargaining Agreement ("Agreement") (Attached as Exhibit "O"); and

WHEREAS, the overwhelming majority of the members of the bargaining unit represented by PBA voted to ratify the Agreement on October 31, 2008;

NOW, THEREFORE BE IT RESOLVED, that the BOT hereby ratifies the Collective Bargaining Agreement attached hereto as Exhibit "O"; and

BE IT FURTHER RESOLVED, that the University Administration take all actions necessary to give effect to this Resolution.

• **ITEM #5: BOT TO DELEGATE POWERS TO THE PRESIDENT**

Chairman Parker presented the Resolution for the Florida International University Board of Trustees to delegate Powers to the University President for Board adoption. He noted that these powers were embodied before in Florida Statutes but due to devolution and the repeal of numerous statutes during last session the powers of the University President were no longer embodied in any document. He added that this Resolution was only a formality to memorialize the powers that the University President always had.

After discussion, the Board approved the following Resolution:

WHEREAS, by Resolution dated January 7, 2003, the Florida Board of Governors delegated to each university board of trustees and university presidents those powers previously granted to the trustees in the Florida Statutes, and

WHEREAS, many of the Florida Statutes referenced in the Board of Governors' 2003 Resolution have been repealed or amended, and

WHEREAS, this Board has the authority to determine the powers of the President, and

WHEREAS, this Board desires to delegate to the president of the university ("the President") those powers and duties previously provided in the Florida Statutes and further delegates to the President the authority necessary to carry out the duties as the chief executive officer of the University,

THEREFORE, BE IT RESOLVED that, the Florida International University Board of Trustees hereby delegates to the President, in addition to any existing delegations, the following authority and duties (the authority and duties are to be exercised and performed in accordance with applicable laws, regulations, and guidelines):

- (1) To organize the University to efficiently and effectively achieve the goals of the University.
- (2) To periodically review the operations of the University in order to determine how effectively and efficiently the University is being administered and whether it is meeting the goals of its strategic plan.
- (3) To have the powers, duties, and authority that is vested with the University.
- (4) To recommend the adoption of regulations and policies, as appropriate, to this Board, and to take routine administrative actions on behalf of this Board related to the regulation development process or related to the rulemaking process.

- (5) To ensure compliance with federal and state laws, rules, regulations, and other requirements which are applicable to the University.
- (6) To maintain all data and information pertaining to the operation of the University, and report on the attainment by the University of institutional and statewide performance accountability goals.
- (7) To govern admissions.
- (8) To recommend to this Board the establishment and termination of undergraduate and masters-level degree programs within the approved role and scope of the University.
- (9) To award degrees.
- (10) To enter into agreements for student/faculty exchange programs which involve students/faculty at the University and students/faculty in other postsecondary educational institutions.
- (11) To enter into articulation agreements.
- (12) To establish the internal academic calendar of the University.
- (13) To close all or portions of the University campuses and cease normal operations and services in the event of an emergency, when, in the President's judgment, such action would protect the safety, health and welfare of the University faculty, students and staff, and the University facilities and grounds. In exercising this authority, the President is authorized to determine and designate those employees who are required to provide essential services during the closing.
- (14) To prepare a budget request and an operating budget for consideration and approval by this Board, and to implement the operating budget of the University.
- (15) To prepare a capital outlay budget as a part of the annual budget, based upon and in harmony with the University's capital outlay plan for approval by the FIU Board of Trustees.
- (16) To approve, execute, and administer all contracts that are typical for a University CEO to execute, for and on behalf of the FIU Board of Trustees, including, but not limited to, the acquisition or provision of commodities, goods, equipment, and services; the license or lease of real or personal property to or from the University; and the planning and construction of facilities.
- (17) To perform banking transactions, as necessary.
- (18) To recommend to the FIU Board of Trustees a schedule of tuition and fees to be charged by the University.

- (19) To enter into agreements for and accept credit card payments as compensation for goods, services, tuition and fees.
- (20) To employ the services of collection agencies for collecting delinquent accounts and to charge off and settle accounts when uncollectible. The President will report the status of accounts receivable charge-offs to the Board on an annual basis.
- (21) To secure comprehensive general liability insurance.
- (22) To provide purchasing, contracting, and budgetary review processes for student government organizations.
- (23) To act as custodian of all University property.
- (24) To adjust property records and dispose of state-owned tangible personal property in the University's custody and deposit, disburse, and account for all moneys received from the sale of such property.
- (25) To take charge of any lost or abandoned personal property found on the University campus or on premises owned or controlled by the University or any direct support organization thereof, and if the property is not claimed by the owner within a reasonable period of time as designated by the President or designee, to order it sold at public outcry, after giving notice of the time and place of sale in a publication of general circulation on the campus, and deposit the moneys realized from the public sale in the appropriate fund.
- (26) To negotiate, enter into, and execute research contracts; to solicit and accept research grants and donations; and to fix and collect fees, other payments, and donations that may accrue by reason thereof. The President may negotiate, enter into, and execute contracts on a cost-reimbursement basis and may provide temporary financing of such costs prior to reimbursement from moneys on deposit in a sponsored research development fund, except as prohibited by law.
- (27) To perform all things necessary to secure letters of patent, copyrights, and trademarks on any work products and to enforce the University's rights therein.
- (28) To serve, or to appoint a designee to serve, on the board of directors and the executive Committee of any University direct-support organization and to receive annual budgets and reports of such organizations.
- (29) To administer a program for the maintenance and construction of facilities.
- (30) To certify to the appropriate authority, as requested, a project's compliance with the requirements for expenditure of PECO funds for release of funds.
- (31) To ensure that all plans for the construction, renovation, remodeling, or demolition of any educational or ancillary plants conform to the requirements of the Florida Building

Code and the Florida Fire Prevention Code. The President is authorized to take all steps necessary to carry out the projects.

(32) To approve the establishment of an educational research center for child development.

(33) To provide for the payment of the cost of civil actions against officers, employees or agents of the FIU Board of Trustees.

(34) To further delegate to divisional vice presidents and other appropriate University personnel the authority as described herein so long as: such delegation is in writing, such delegation specifies whether the authority can be further delegated and the conditions for same, and a copy of such delegation is filed in the Office of the General Counsel.

## 2. OTHER ACTION ITEMS

### A. PRESIDENT'S MANAGEMENT REVIEW 2007-2008

Chairman Parker asked Trustee Betsy Atkins, Chair of the Compensation Workgroup, to present the next three items for Board consideration. She reported that the Compensation Workgroup met on 10 November 2008, to undertake the assessment of President Maidique's accomplishments for FY07-08 relative to the BOT approved goals and his overall performance. She noted that based on the performance ratings approved by the Board and the President's overall performance and accomplishments for the 2007-2008 fiscal year, the Workgroup recommended a rating of Superior for President Maidique. Chair Atkins noted that the Workgroup determined that the President exceeded performance expectations on a consistent and uniform basis in areas of responsibility. She added that he made unique and significant contributions well beyond performance expectations through remarkable achievement and pacesetting performance.

After discussion, the Board approved the following Resolution:

WHEREAS, the Florida International University Board of Trustees ("the BOT") has been charged with annually evaluating the University President; and

WHEREAS, the BOT conducted the performance evaluation of President Modesto A. Maidique for the 2007-2008 fiscal year; and

WHEREAS, the BOT must submit the evaluation to the Florida Board of Governors for review;

THEREFORE, BE IT RESOLVED, that the BOT grants a "**Superior**" Performance rating to President Modesto A. Maidique in his leadership of Florida International University during fiscal year 2007-2008;

BE IT FURTHER RESOLVED, that the BOT authorizes the Senior Vice President for Administration to submit the evaluation of the President to the Florida Board of

Governors; and

BE IT FURTHER RESOLVED, that the Senior Vice President for Administration is authorized to take all actions necessary to give effect to this Resolution.

#### B. PRESIDENTIAL BONUS

Chair Atkins noted that the Workgroup met to determine the Presidential Bonus for President Maidique for the 2007-2008 fiscal year. She stated that based on benchmarks, SUS comparables, and the President's "Superior" performance rating, that the Workgroup recommended that the President receive a bonus greater than the target \$50,000 that was included in his contract. She reported that the Workgroup considered that a bonus of \$100,000 would be justifiable, but that due to the severe state financial situation, the Workgroup recommended that the bonus be limited to the target level of \$50,000. She noted that the decision was not a reflection of President Maidique's performance, but an adjustment based on current financial conditions.

After discussion, the Board approved the following Resolution:

WHEREAS, fiscal year 2007 - 2008 was one of exceptional accomplishments in diverse and critical areas for FIU as a result of President Maidique's strong leadership, and

WHEREAS, the overarching goals of Student Academic Performance, Academic Excellence, Local Development and Financial Stability, were significantly improved and, in most cases, targets were surpassed, and

WHEREAS, the Florida International University Board of Trustees ("the BOT") granted President Maidique a "**Superior**" Performance rating based on these accomplishments, some of which included:

- Graduation of Doctoral Students reached 122 significantly exceeding our goal of 106. This resulted in a five year compounded annual growth of 15% surpassing the State University System's growth rate of 7.5% by two times.
- Increased fiscal self-sufficiency by raising \$51.9 million from donor and corresponding state matching funds surpassing the university's historical high and exceeding the target by 73%.
- Strengthened academic excellence and national program recognition as is evidenced by the Academic Analytics report ranking the six doctoral programs of Social Welfare, Spanish, Economics, Curriculum and Instruction, Biological Sciences and Psychology above the national mean. In addition, the International Business undergraduate program ranked top fifteen in the country while the Executive MBA program was ranked by the Financial Times of London as 81<sup>st</sup> in 2007 in the world and as the highest ranked such program in Florida.

- Advanced the College of Medicine Initiative through conferral of LCME preliminary accreditation, conclusion of affiliation agreements with four community providers, and allocation of \$10 million from Miami-Dade County for a new ambulatory teaching hospital.
- Qualified for differential tuition with three other top Florida research institutions by leading the legislative effort to adopt a new bill that provides FIU funds that will improve the academic quality of undergraduate education.
- Drove the SUS' largest improvement in classroom utilization from 42% to 66% in three years, far surpassing the state average of 62%.
- Filled critical leadership positions including VP of Human Resources, University Treasurer, Dean of College Art & Sciences, Dean of Public Health, and Vice Provost of FIU On-line.

WHEREAS, to accomplish these goals, President Maidique pursued a strong vision, planned its implementation through a capable senior management team, and leveraged strong internal and external relationships, and

WHEREAS, Section 4.2 of the President's contract provides that the President shall be eligible for a bonus of "\$50,000 or such greater amount as the Board or Board Committee may determine in its discretion"; and

WHEREAS, the President's contract further provides that the bonus shall be determined no later than September 30 and shall be paid within 10 days of its determination; and

WHEREAS, the BOT wants to recognize the accomplishments of President Maidique during the fiscal year 2007 - 2008; therefore

BE IT RESOLVED that the BOT approves a bonus of **\$ 50,000** for President Maidique, effective September 30, 2008, in recognition of his leadership.

#### C. UNIVERSITY AND PRESIDENT GOALS, 2008-2009

Workgroup Chair Atkins introduced the University and President's Goals for the 2008-2009 fiscal year for Board consideration and approval. President Maidique presented the University and President Goals for 2008-09, focusing on four overarching objectives for the University: Academic Performance, Academic Excellence, Advance the College of Medicine, and Financial Stability. He also provided an overview of the initiatives that would be focused in each of these areas. Workgroup Chair Atkins noted that the Workgroup amended the University Goals and President's Objectives report to include greater details to the proposed goals as well as the inclusion of one additional goal for FY08-09 within the objective of academic performance.

After discussion, the Board approved the following Resolution:

BE IT RESOLVED, that the Florida International University Board of Trustees ("the BOT") approves the University and President Goals for the 2008-2009 fiscal year as presented by President Maidique and amended by the Compensation Workgroup, attached hereto as Exhibit "M".

Upon the conclusion of the items for Board review and approval, President Maidique requested to address the Board.

President Maidique announced to the Board of Trustees that after 22 years, he would be stepping down as President of Florida International University. He asked that the Board begin the process of finding a replacement and stated that he would continue to serve as University President until a successor was ready to take office.

President Maidique noted that all of the goals he wanted to achieve when he first became President now had become a reality: transforming a commuter school into a research powerhouse, graduating more than 100 doctoral students annually, netting \$100 million in research grants, growing the endowment to more than \$100 million, establishing schools of architecture, law, and medicine, adding two dozen doctoral programs; fielding a division 1-A football team and building a stadium; and increasing enrollment from 15,000 to more than nearly 40,000, ranking among the 20 largest institutions of higher education in the country.

President Maidique stated that perhaps his most gratifying achievement was that during his tenure he awarded more than 110,000 academic degrees and touched the lives of more than 150,000 students. He added that he was very proud of the institution which was well on its way to its date with destiny as one of the world's great research universities.

President Maidique noted that he eagerly anticipated welcoming the 40 incoming medical school students to campus next summer and planned to pursue his passion for research and teaching by remaining at the University as a professor of management in the College of Business Administration. He stated that he would continue to play an integral role in the advancement of the University's Center for Leadership. He added that he felt he was more qualified today to run the institution than he had ever been and that he happily would remain in his position until a suitable candidate was found.

On behalf of the Board, Chairman Parker thanked President Maidique for his commitment to the University for more than 22 years and highlighted a number of remarkable accomplishments during the President's tenure. He noted that President Maidique was a visionary leader who had a singular vision for building a nationally recognized research university, which would provide excellence in education for our community and our state. He added that President Maidique would remain as President with all his current and corresponding powers until a successor was found.

The Chairman added that the Board immediately would begin a thoughtful and deliberate process of conducting a national search for a fitting successor to President Maidique. He



noted that he would communicate all developments in establishing the process to the Board and to the community within the next couple of weeks.

**VIII. Adjournment:**

Since there was no other business, the meeting of the Florida International University Board of Trustees was adjourned on Friday, 14 November 2008, at 10:56am.

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David Parker  
*Chairman*  
*FIU Board of Trustees*

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Modesto A. Maidique  
*Corporate Secretary*  
*FIU Board of Trustees*

*Attachments: Exhibits "A," "B," "C," "D," "E," "F," "G," "H," "I," "J," "K," "L," "M," "N" & "O".*

*CT*  
11.21.08

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

31 March 2009

**SUBJECT: FULL BOARD MEETING MINUTES, 23 DECEMBER 2008**

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**PROPOSED BOARD ACTION:**

Adopt the following Resolution:

RESOLVED that the minutes of the meeting of the Florida International University Board of Trustees' Meeting held on 23 December 2008, attached to this Resolution as Exhibit "M," are hereby approved.

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**EXHIBITS/SUPPORTING DOCUMENTS:**

- EXHIBIT "M": 23 DECEMBER 2008  
FULL BOARD MEETING MINUTES

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**BOARD MEETING  
MINUTES  
23 DECEMBER 2008  
Via Conference Call**

**I. CALL TO ORDER**

Chairman David Parker convened the meeting of The Florida International University Board of Trustees at 10:00 a.m., on Tuesday, 23 December 2008, via Conference Call.

The following attendance was recorded:

***Present:***

David Parker, Chair  
Cesar Alvarez  
Jorge Arrizurieta  
Betsy Atkins  
Albert Dotson  
Thomas Breslin  
Patricia Frost  
Albert Maury

***EXCUSED:***

Betsy Atkins  
Kirk Landon  
Miriam Lopez  
Claudia Puig  
Rosa Sugrañes

**II. CHAIRMAN'S REMARKS:**

Chairman Parker welcomed all Trustees, University faculty and staff. Chairman Parker thanked all Trustees for making themselves available for the meeting. He reported on the work of the Board's Presidential Search Committee. The Chairman noted the appointment of the members of the Advisory Search Committee and that Executive Dean of the College of Business will serve as Committee chair. He added that the group would work closely with the search firm chosen by the BOT Search Committee to identify and select a broad pool of candidates for the Search Committee's review.

**III. ITEM FOR BOARD REVIEW:**

- **Action Item**

**Ratification of Collective Bargaining Agreement Between the Florida International University Board of Trustees and the American Federation of State, County and Municipal Employees (AFSCME)**

Chairman Parker noted that there are more than 1,000 AFSCME employees who play an important role in the successful day-to-day operations of FIU. He requested that Senior Vice President Vivian Sanchez review the summary of the contract for the Trustees.

After discussion, the Board adopted the following Resolution:

WHEREAS, the Board of Trustees ("BOT") is the public employer of all employees of the University and is obligated to engage in collective bargaining with employees who are represented by a union;

WHEREAS, certain employees of the University are part of a bargaining unit represented by the American Federation of State, County and Municipal Employees AFL-CIO – FIU Chapter ("AFSCME");

WHEREAS, representatives of the BOT and the AFSCME have engaged in collective bargaining and have reached agreement on the terms of the 2008-2011 BOT-AFSCME Collective Bargaining Agreement ("Agreement") (Attached as Exhibit A);

WHEREAS, the overwhelming majority of the bargaining unit employees represented by AFSCME voted in favor of ratification of the Agreement on November 21, 2008;

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees hereby ratifies the Collective Bargaining Agreement and policies attached hereto as Exhibit A;

BE IT FURTHER RESOLVED, that the University Administration take all actions necessary to give effect to this Resolution.

**IV. OTHER BUSINESS:**

There was no other business brought forward.

**V. ADJOURNMENT:**

Since there was no other business to come before the Board, the meeting of the Florida International University Board of Trustees was adjourned on Tuesday, 23 December 2008, at 10:30 am.

MB  
12.23.08

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David Parker  
*Chairman*  
FIU Board of Trustees

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Modesto A. Maidique  
*Corporate Secretary*  
FIU Board of Trustees

*Attachments: Exhibit "A"*

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

31 March 2009

**SUBJECT: UNIVERSITY IDENTITY THEFT PREVENTION PROGRAM**

---

**PROPOSED BOARD ACTION:**

Adopt the following Resolution:

WHEREAS, pursuant to the Fair and Accurate Credit Transactions Act of 2003 (FACT Act), the Federal Trade Commission promulgated the Red Flags Rule which requires institutions that offer or maintain “covered accounts” to develop and implement a written Identity Theft Prevention Program; and

WHEREAS, Florida International University has determined, pursuant to a risk assessment, that it offers and maintains “covered accounts” and, as such, must have in place a written Identity Theft Prevention Program; and

WHEREAS, pursuant to the Red Flags Rule, the initial Identity Theft Prevention Program must be approved by the Florida International University Board of Trustees (“the BOT”), or an appropriate committee thereof;

NOW, THEREFORE, BE IT RESOLVED that the BOT hereby adopts the Florida International University Identity Theft Prevention Program, in the form, attached as Exhibit “B” hereto.

**BACKGROUND INFORMATION:**

In order to comply with the Federal Trade Commission’s Red Flags Rule, Florida International University must develop, implement and maintain a written Identity Theft Prevention Program if it offers or maintains “covered accounts,” which are defined to include accounts designed to permit multiple payments or transactions such as student financial aid loans, short-term loans or student or staff debit accounts. The Red Flags Rule requires that the initial Identity Theft Prevention Program be approved by the Board of Trustees or an appropriate committee thereof. Full compliance with the Red Flags Rule is required by May 1, 2009.

**LEGAL AUTHORITY:**

Sections 114, FACT Act; Federal Trade Commission’s Red Flags Rule, 16 CFR Part 681.

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**EXHIBITS/SUPPORTING DOCUMENTS:**

- Information behind the Finance and Audit tab.

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**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

31 March 2009

**SUBJECT: RECRUITMENT AND SELECTION POLICY**

---

**PROPOSED BOARD ACTION:**

Adopt the following Resolution:

WHEREAS, the Florida International University Board of Trustees (“the BOT”) is the public employer of all employees of the University and has the power and duty to adopt personnel policies for all University employees; and

WHEREAS, the University currently has four policies and one guideline that address how business is conducted regarding recruitment and selection, which include Advertising; New Employee Experience; Employment Offers; Internal Recruitment Promotions, Demotions and Transfers; and Interdepartmental Hiring Guidelines; and

WHEREAS, in order to streamline and provide clarity, one comprehensive policy, Recruitment and Selection, should be adopted superseding the four aforementioned policies and one guideline;

NOW, THEREFORE, BE IT RESOLVED that the BOT approves the Recruitment and Selection Policy, attached hereto as Exhibit “C”;

BE IT FURTHER RESOLVED that the Recruitment and Selection Policy, attached hereto as Exhibit “C” shall be effective immediately; and

BE IT FURTHER RESOLVED that the University Administration takes all actions necessary to give effect to this Resolution.

**BACKGROUND INFORMATION:**

**LEGAL AUTHORITY:**

**SECTION 1001.74, FLORIDA STATUTES (2008), K-20 GOVERNANCE, UNIVERSITY BOARDS OF TRUSTEES POWERS AND DUTIES, STATES IN PART:**

(5)(a) To the extent delegated by the Board of Governors . . . , each board of trustees shall establish the personnel program for all employees of the university, including the president.



**EXPLANATION FOR PROPOSED BOARD ACTION:**

The Division of Human Resources is proposing Board adoption of a University Recruitment and Selection policy to provide a comprehensive policy that will address and clarify the recruitment process.

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**EXHIBITS/SUPPORTING DOCUMENTS:**

- Information behind the Finance and Audit Committee tab.

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

31 March 2009

**SUBJECT: PRE-EMPLOYMENT REQUIREMENTS POLICY**

---

**PROPOSED BOARD ACTION:**

Adopt the following Resolution:

WHEREAS, the Florida International University Board of Trustees (“the BOT”) is the public employer of all employees of the University and has the power and duty to adopt personnel policies for all University employees; and

WHEREAS, the BOT adopted personnel policies for all University employees, including a Pre-employment Requirements Policy; and

WHEREAS, the Pre-employment Requirements Policy for University non-bargaining employees should be amended for a more comprehensive policy to address the appropriate investigation to conduct of prospective and current regular full-time, part-time or temporary employees; and

NOW, THEREFORE, BE IT RESOLVED, that the BOT approves the amendment to the Pre-employment Requirements Policy, attached hereto as Exhibit “D”;

BE IT FURTHER RESOLVED that the Pre-employment Requirements Policy, attached hereto as Exhibit “D” shall be effective immediately; and

BE IT FURTHER RESOLVED, that the University Administration takes all actions necessary to give effect to this Resolution.

**BACKGROUND INFORMATION:**

**LEGAL AUTHORITY:**

**SECTION 1001.74, FLORIDA STATUTES (2008), K-20 GOVERNANCE, UNIVERSITY BOARDS OF TRUSTEES POWERS AND DUTIES, STATES IN PART:**

(5)(a) To the extent delegated by the Board of Governors . . . , each board of trustees shall establish the personnel program for all employees of the university, including the president.

**EXPLANATION FOR PROPOSED BOARD ACTION:**

The Division of Human Resources is proposing Board adoption of an amendment to the Pre-employment Requirements Policy for non-bargaining employees in order to provide a more comprehensive policy to address the appropriate investigation to conduct of prospective and current regular full-time, part-time or temporary employees.

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**EXHIBITS/SUPPORTING DOCUMENTS:**

- Information behind the Finance and Audit Committee tab.

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

31 March 2009

**SUBJECT: INVESTMENT POLICY STATEMENT AMENDMENT**

---

**PROPOSED BOARD ACTION:**

Adopt the following Resolution:

WHEREAS, with the enactment of the Florida K-20 Education Code (Chapters 1000 through 1013, Florida Statutes), the Florida Legislature empowered The Florida International University Board of Trustees ("the BOT") with the powers previously held by the Florida State Board of Education; and

WHEREAS, Section 1011.42, Florida Statutes, consistent with the devolution of powers to individual local university boards, empowered the BOT with responsibility for management of the financial affairs of the University, including the acceptance, withdrawal and investment of University funds; and

WHEREAS, the BOT is an "institution" as defined in Section 1010.10, Florida Statutes (the "Act"); and

WHEREAS, the Act allows the University to invest its funds pursuant to a prudent investor standard and in accordance with all applicable laws, rules and regulations; and

WHEREAS, the University Investment Committee was created as an advisory committee and will take no action regarding University policies without adoption by the BOT; and

WHEREAS, the University's Investment Committee (the "Committee") has reviewed the proposed revisions to the Investment Policy Statement, attached as Exhibit "E", to define eligible investments in the Working Capital Pool as investments in the following:

- Florida State Treasury
- Florida State Board of Administration
- Qualified Public Depositories as defined by the State of Florida
- US Government and its Agencies
- Money Market and Short Term Fixed Income Funds Rated in the AA/Aa category or higher by at least two of the following rating agencies: Moody's Investors Service, Standard and Poor's and Fitch;

THEREFORE, BE IT RESOLVED that the BOT hereby approves the revised Investment Policy Statement, attached to this Resolution as Exhibit "E,"

The Florida International University  
Board of Trustees  
31 March 2009  
Consent Agenda  
Page 2

**BACKGROUND INFORMATION:**

**LEGAL AUTHORITY:**

Pursuant to 1011.42, Florida Statutes.

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**EXHIBITS/SUPPORTING DOCUMENTS:**

- Information behind the Finance and Audit Committee tab.

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

31 March 2009

**SUBJECT: TENURE AS CONDITION OF EMPLOYMENT**

---

**PROPOSED BOARD ACTION:**

Adopt the following Resolution:

WHEREAS, each board of trustees is authorized to establish the personnel program for all employees of the University including tenure; and

WHEREAS, the University President is recommending the granting of Tenure as a Condition of Employment for three (3) nominees listed in Exhibit "F",

THEREFORE BE IT RESOLVED that the Florida International University Board of Trustees ("the BOT") approves the granting of Tenure as a Condition of Employment to the three individuals listed in Exhibit "F" based on the recommendations of the University President.

**BACKGROUND INFORMATION:**

STATUTORY AUTHORITY:

**Resolution of the Florida Board of Governors, dated January 7, 2003.  
Resolution delegating and delineating powers of local boards of trustees,**  
states in part,

**(19)(a).** Each board of trustees shall establish the personnel program for all employees of the university, including the president, pursuant to the provision of chapter 1012 and, in accordance with rules and guidelines of the Florida Board of Governors, including: compensation and other conditions of employment, recruitment and selection, non-reappointment, standards for performance and conduct, evaluation, benefits and hours of work, leave policies, recognition and awards, inventions and works, travel, learning opportunities, exchange programs, academic freedom and responsibility, promotion, assignment, demotion, transfer, tenure and permanent status, ethical obligations and conflicts of interest, restrictive covenants, disciplinary actions, complaints, appeals and grievance procedures, and separation and termination from employment.

**BACKGROUND INFORMATION:**

The Tenure as a Condition of Employment nominees had tenure at their previous institutions.

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**EXHIBITS/SUPPORTING DOCUMENTS:**

- Information behind the Academic Policy Committee tab.

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**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

31 March 2009

**SUBJECT: FLORIDA INTERNATIONAL UNIVERSITY COLLEGE OF MEDICINE FACULTY  
GROUP PRACTICE, INC. ARTICLES OF INCORPORATION AND BYLAWS AS AMENDED AND  
RESTATED ON THE 3RD DAY OF MARCH 2009**

---

**PROPOSED BOARD ACTION:**

Adopt the following Resolution:

WHEREAS, pursuant to BOG Regulation 9.017 and Chapter 617 of the Florida Statutes, Florida International University College of Medicine Faculty Group Practice, Inc. must adopt Articles of Incorporation and Bylaws; and

WHEREAS, pursuant to Article 7 of the Articles of Incorporation and Article XII of the HCN Bylaws, the Florida International University Board of Trustees (“the BOT”) must approve any amendments to the HCN Articles of Incorporation and the HCN Bylaws upon the recommendation of the President before their becoming effective; and

WHEREAS, the President reviewed and approved the amendments on February 17, 2009; and

WHEREAS, the HCN Board of Directors has approved the amendments, which are attached hereto as Exhibit “G”;

THEREFORE BE IT RESOLVED, that the BOT hereby approves the attached Amended HCN Articles of Incorporation and Bylaws and authorizes management of the HCN to take all actions necessary and appropriate pertaining to these Amended Articles of Incorporation and Bylaws.

**BACKGROUND INFORMATION:**

**LEGAL AUTHORITY:**

**BOG Regulation Section 9.017, states in relevant part:**

2) Each Faculty Practice Plan shall include and/or provide for:

(b) Articles of Incorporation and Bylaws.



**ARTICLE 7 of the HCN Articles of Incorporation Bylaws, states in relevant part:**

The Articles of Incorporation of the Faculty Practice Plan shall be made, altered or rescinded by a two-thirds vote of all members of the Board at any regular or at any special meeting called for that purpose; provided, however, that no provision of the Articles of Incorporation may be adopted, amended or rescinded without the prior written approval of the President of FIU. All amendments to the Articles of Incorporation of the Faculty Practice Plan must be approved by the Board of Trustees of FIU, upon recommendation of the President of FIU prior to their effective date.

**ARTICLE XII of the HCN Bylaws, states in relevant part:**

The Bylaws of the FIUHN shall be made, altered or rescinded by a two-thirds vote of all members of the Board at any regular or at any special meeting called for that purpose; provided, however, that no bylaw may be adopted, amended or rescinded without the prior written approval of the President of FIU. All amendments to the Bylaws of the FIUHN must be approved by the Board of Trustees of FIU, upon recommendation of the President of FIU prior to their effective date.

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**EXHIBITS/SUPPORTING DOCUMENTS:**

- Information behind the Academic Policy Committee tab.

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

31 March 2009

**SUBJECT: AMENDMENT TO OPERATING PROCEDURES OF THE FLORIDA  
INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES**

---

**PROPOSED BOARD ACTION:**

Adopt the following Resolution:

WHEREAS, the Operating Procedures of the Florida International University Board of Trustees, Article IV, "Amendment of Operating Procedures," provides that the Operating Procedures may be altered, amended or repealed by a two thirds vote of all members of the Board; and

WHEREAS, changes in the Board operations have necessitated changes to the Operating Procedures;

THEREFORE BE IT RESOLVED that the Board hereby adopts the amendments to the Operating Procedures of the Florida International University Board of Trustees attached to this Resolution as Exhibit "N."

**BACKGROUND INFORMATION:**

**LEGAL AUTHORITY:**

The Florida International University Board of Trustees Operating Procedures, Article IV, states,

The Operating procedures may be altered, amended or repealed by a two thirds vote of all members of the Board at any regular meeting, when notice of the proposed amendment or repeal is provided in the meeting notice.

**BACKGROUND INFORMATION:**

The Chair, in consultation with the President, has determined that changes are needed to BOT operations in order to better address the strategic priorities of the University.

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**EXHIBITS/SUPPORTING DOCUMENTS:**

- Exhibit "N" – Amendments to Operating Procedures of the Florida International University Board of Trustees

**FACILITATOR/PRESENTER:**

- Chairman David Parker

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# OPERATING PROCEDURES OF THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

## ARTICLE I ORGANIZATION

### Board of Trustees

The Florida International University Board of Trustees (the "Board") is established as a body corporate, with all powers of a body corporate as provided by Florida law, acting as an instrumentality ~~or an agency~~ of the state, pursuant to s. 768.28, Florida Statutes, for purposes of sovereign immunity. - It shall serve as the governing body of the Florida International University (the "University") and perform all duties prescribed by law and by the Board of Governors. In consultation with the University President, it shall provide for academic freedom and academic responsibility at the University.

### Membership

The Board shall be composed of thirteen persons, six members appointed by the Governor of the State of Florida, five citizen members appointed by the Board of Governors, subject to confirmation by the Senate. ~~one member who shall be~~ The Chair of the Faculty Senate and ~~one member who is~~ the President of the Florida International University Student Government Association shall also serve as voting Trustees during their terms of office.

Board members shall be appointed for staggered 5-year terms ~~and may be reappointed for additional terms not to exceed ten (10) years of service and may be reappointed for subsequent terms, except for the faculty and student representatives who shall serve for the duration of the term of their respective elected offices.~~ The Chair of the Faculty Senate will be appointed each year by the first of August and the President of the Florida International University Student Government Association will be appointed each year by the first of May. Members of the Board shall serve without compensation but may be reimbursed for travel and per diem expenses in accordance with state law.

All Board members are public officers subject to the requirements of the Florida Code of Ethics.

### Powers and Duties of ~~Officers~~ The Board

The Board shall serve as the governing body of The Florida International University. It shall select the President of the Florida International University for ratification by the Board of Governors and shall hold the President responsible for the University's operation and management, performance, its fiscal accountability, and its compliance with federal and state laws and rulesregulations of the Board of Governors. The Board shall have the authority to carry out all lawful functions permitted by the FIU BOT Operating Procedures, by rulesregulations and policies of the Board of Governors or by law.

The Board may adopt rules regulations and policies consistent with the University mission, with law, and with the rules regulations and policies of the Board of Governors, in order to effectively fulfill its obligations under the law.

### Officers

The officers of the Board are the ~~Chair~~Board Chair, ~~Board~~ Vice-Chair, Treasurer, and the Executive Officer and Corporate Secretary. The Board shall select the ~~Chair~~Board Chair and ~~Board~~ Vice-Chair at the last regularly scheduled meeting of the fiscal year for a two year term to begin September 1. The ~~Chair~~Board Chair and ~~Board~~ Vice-Chair shall be eligible for reselection for one additional consecutive term. Any exception to this term of office must be approved by a two-thirds vote of the Board of Governors. The Treasurer shall be appointed by the ~~Chair~~Board Chair. The University President shall serve as Executive Officer and Corporate Secretary of the Board.

~~Chair~~Board Chair/Vice-Chair: The ~~Chair~~Board Chair shall preside at all meetings of the Board, call special meetings of the Board when necessary, attest to actions of the Board, and notify the Board of Governors or the Governor, as applicable, in writing whenever a Board member has three consecutive unexcused absences from regular board meetings in any fiscal year, which may be grounds for removal. ~~and notify the Governor in writing whenever a Board member fails to attend three consecutive meetings in any fiscal year, which failure shall be grounds for removal.~~ The ~~Chair~~Board Chair shall also appoint Committee and Workgroup Chairs, determine composition of all Board Committees and Workgroups and otherwise serve as spokesperson for the Board.

#### Board Vice-Chair:

The ~~Board~~ Vice-Chair shall act as ~~Board~~ Chair during the absence or disability of the ~~Chair~~Board Chair.

Treasurer: The Treasurer shall be responsible for oversight of all policies relating to the financial affairs of the University; may present a financial report to the Trustees at each meeting of the Board; and perform such other duties as may be assigned to him/her by the ~~Chair~~Board Chair, or the Board.

~~Executive Officer/~~Corporate Secretary: The University President, as Executive Officer and Corporate Secretary, shall be responsible to the Board for all operations and administration of the University and for setting the agenda for meetings of the Board in consultation with the Chair.

#### Executive Officer:

As Executive Officer, the President shall serve as the principal liaison officer and official contact between the Board and the faculty, staff and students of the University. The President shall exercise such powers as are appropriate to his/her position in promoting, supporting and protecting the interests of the University and in managing and directing its affairs. The President may issue directives and executive orders consistent with existing Board policies and law. The President shall be responsible for all educational, financial, business and administrative functions of the University

Adopted 13 January 2003  
Amended 12 March 2003  
Amended 22 November 2004  
Amended 19 September 2005  
Amended 28 June 2007  
Amended 29 February 2008  
Amended 31 March 2009

consistent with the policies established by the Board and shall exercise such other powers, duties and responsibilities as are delegated or assigned by the Board.

## ARTICLE II MEETINGS

Regular meetings: The Board will meet no fewer than four times per fiscal year, at a time and place designated by the ~~Chair~~Board Chair. Meetings of the Board are open to the public and all official acts will be taken at public meetings. The schedule of meetings is to be available on the University website at <http://www.fiu.edu/trustees> <http://bot.fiu.edu/>.

The Director of Internal Audit shall present a report on the financial condition of the University to the full Board once every fiscal year at the November meeting.

A Trustee cannot participate in a regular board meeting via telephone or other communications media technology or video conferencing, unless such a meeting is conducted only via electronic means as provided below.

Meetings by Means of Telephone Conference Calls and other Communications Media Technology: Committees and Workgroups may, at the discretion of their Chairs, use telephone conference calls and other communications media technology to conduct Board business in the same manner as if the proceeding were held in person.

The notice of any meeting conducted by means of communication~~s~~ media technology will state where and how members of the public may gain access to the meeting.

Special Meetings: The Board will meet in special meetings, including hearings and workshops, at a time and place designated by the ~~Chair~~Board Chair, or in the absence of the ~~Chair~~Board Chair by the Board Vice-~~Chair~~.

Notice of Regular, Special, ~~Committee~~ and of Workgroup Meetings: Notice of regular meetings, committee and workgroup meetings, and special meetings of the Board will be given by posting on the University's website at <http://www.fiu.edu/trustees> <http://bot.fiu.edu/> and faxing such notice and agenda to a newspaper of general circulation not less than seven days before the event, and will include a statement of the general subject matters to be considered. ~~Whenever an emergency meeting is scheduled to be held, the Corporate Secretary will post a notice on the University's website at http://www.fiu.edu/trustees of the time, date, place, and purpose of the meeting as soon as possible under the circumstances.~~

Emergency Meetings: An emergency meeting of the Board may be called by the ~~Chair~~Board Chair ~~of the Board~~ or the Board Vice-~~Chair~~ in the ~~Chair~~Board Chair's absence, upon no less than forty-eight (48) hours notice whenever, in the opinion of the ~~Chair~~Board Chair or Board Vice-~~Chair~~, an issue requires immediate Board action. Whenever such emergency meeting is called, the ~~Chair~~Board Chair will notify the Corporate Secretary. The Corporate Secretary will immediately serve either

Adopted 13 January 2003  
Amended 12 March 2003  
Amended 22 November 2004  
Amended 19 September 2005  
Amended 28 June 2007  
Amended 29 February 2008  
Amended 31 March 2009

verbal or written notice upon each member of the Board, post a notice on the University's website at <http://bot.fiu.edu/>, and shall provide notice to the public, by any procedure that is fair under the circumstances, stating the date, hour and place of the meeting and the purpose for which the meeting has been called. No other business will be transacted at the meeting unless additional emergency matters are agreed to by a majority of those Board members in attendance. The minutes of each emergency meeting will show the manner and method by which notice of such emergency meeting was given to each member of the Board and to the public.

Executive Session: -The Legislature has provided limited exemptions from the Sunshine Law for certain meetings because of the confidential material that must be discussed. When the Board decides to avail itself of any such exemption, it will do so by convening an executive session of the Board.

A. Pending Litigation:

Meetings to discuss pending litigation in which the Board is presently a party before a court or administrative agency may be held in executive session outside the Sunshine, provided the following procedures and conditions are met.

1. Counsel for the Board must advise the Board at a public meeting that he or she desires an executive session and must state the basis therefor.

2. Only Board members, the Board's attorney(s) and the President of the University may attend a closed executive session to discuss pending litigation. Staff members or consultants are not permitted to attend. The Board must give advance public notice, pursuant to its procedures, of the time and date of the executive session, and must identify the names of the persons who will be attending the closed session.

3. The session must commence with an open meeting at which the ~~Chair of the Board~~ Board Chairman or his/her designee shall announce the commencement of the meeting, the estimated length of the closed executive session, and the names of the persons attending. At that point, the meeting is closed to all except those whose names have been announced. The executive session may then commence. At the conclusion of the executive session, the meeting must be reopened to the public and the person chairing the meeting shall announce the termination of the closed executive session.

4. A certified court reporter must record the entire executive session. The reporter must record the times of commencement and termination of the executive session; all discussions and proceedings; the names of all persons present at any time; and the names of all persons speaking. No portion of any executive session may be held off the record. The Board must have the court reporter's notes fully transcribed, and the transcript filed with its records custodian. The transcript is exempt from Florida's public records law, and is not to be disclosed until the litigation concludes. Upon the conclusion of the litigation, the transcript becomes part of the public record.

Adopted 13 January 2003  
Amended 12 March 2003  
Amended 22 November 2004  
Amended 19 September 2005  
Amended 28 June 2007  
Amended 29 February 2008  
Amended 31 March 2009

5. The subject matter of the closed session must be confined to settlement negotiations or strategy sessions related to litigation expenditures. The Board may not go beyond these strict parameters. No final action, no vote, and no decisive action may be taken during the closed session. Any final decision to settle a lawsuit, for a certain amount of money, or under certain conditions, is a decision that must be voted upon in a public meeting.

B. Collective Bargaining:

1. Meetings to discuss collective bargaining strategy are completely exempt from the Sunshine law, and may be held in executive session without conforming to any of procedures and conditions required for an executive session to discuss litigation.
2. Attendance at the meeting by staff is limited to those named by the President as having involvement or oversight as to collective bargaining negotiations.
3. All documents created for an executive session on collective bargaining are confidential and exempt from the Public Records provisions.

Quorum: A majority of the members of the Board must be present to constitute a quorum for the transaction of business.

Voting: Unless otherwise provided in these Operating Procedures, ~~The~~ the decision of the majority of the Trustees in attendance and voting on the question shall prevail, except that a majority vote of all members of the Board is required for establishing policy, for making rules and regulations, for appointing and removing the President and for approving or discontinuing programs. No Trustee present at a Board, Committee or Workgroup meeting, who is a member of the Committee or Workgroup, may abstain from voting except for those circumstances when a Trustee has a conflict of interest. If a Trustee has a conflict of interest with any agenda item, the Trustee shall advise the Chair of the conflict and abstain from voting. The Trustee shall complete a Memorandum of Voting Conflict Form within fifteen days of the meeting which shall be incorporated into the records of the meeting.

Voting by proxy or by mail shall not be permitted.

For purposes of these Operating Procedures the term "ex officio" shall mean that the person with such designation does not have a right to vote nor to be counted towards reaching a quorum.

At meetings of the Board, the Board shall vote on matters appearing on the Consent Agenda in its entirety, unless an individual Trustee requests that a separate vote be taken on a particular item. A separate vote shall be taken on each item appearing as an Action Item on the Agenda.

Adopted 13 January 2003  
Amended 12 March 2003  
Amended 22 November 2004  
Amended 19 September 2005  
Amended 28 June 2007  
Amended 29 February 2008  
Amended 31 March 2009



Parliamentary Rules: *Roberts Rules of Order*, newly revised, will be followed in conducting meetings of the Board, unless otherwise provided by the Board. The Chair shall resolve disputes regarding interpretations under Roberts Rules.

## Agenda

The agenda for each meeting of the Board, a Committee or a Workgroup, shall be prepared by the Corporate Secretary or his/her designee, in consultation with the ~~Board~~ Chair of the Board, the Chair of the Committee, or the Chair of the Workgroup, as applicable. Every request for inclusion of an item on the agenda of a non-emergency meeting shall be put in writing and filed, together with any supporting documents, with the Corporate Secretary 30 days in advance of the meeting. The Corporate Secretary shall determine the propriety and practicability of including that item on the agenda for the meeting and may place time limits on any presentation or decline to place any matter on the agenda. The Corporate Secretary will assemble the items received, and provide a copy of the agenda to each member of the Board at least 7 days prior to the meeting. If additional items or supporting documentation become available, a supplemental agenda will be provided at least 3 days prior to the meeting. If a Trustee would like a non-agenda item to be placed on the agenda, he/she may do so through a written memorandum to the Corporate Secretary no later than 3 days before the non-emergency meeting of the Board, Committee or Workgroup.

No agenda item may come before the Board unless it has been previously considered and recommended by a Committee or Workgroup of the Board. However, an agenda item may be presented to the Board without prior consideration by a Committee or Workgroup if it is determined to be an emergency item by the Corporate Secretary in consultation with the ~~Chair~~ Board Chair.

The agenda shall list the items in the order they are to be considered. Items may be considered out of their stated order at the discretion of the Chair.

## Minutes

Minutes of the meetings of the Board, Committees or Workgroups, shall be kept by the Corporate Secretary, who shall cause them to be printed and preserved and who shall transmit copies to the members of the Board. - All lengthy reports shall be referred to in the minutes and shall be kept on file as part of the University records, but such reports need not be ~~incorporated in~~ attached to the minutes except when so ordered by the Board.

## ARTICLE III COMMITTEES AND WORKGROUPS

The ~~Chair~~ Board Chair ~~of the Board~~ may establish such committees and workgroups as he/she deems necessary for the orderly conduct of the Board's business.

Adopted 13 January 2003  
Amended 12 March 2003  
Amended 22 November 2004  
Amended 19 September 2005  
Amended 28 June 2007  
Amended 29 February 2008  
Amended 31 March 2009

There shall be a minimum of two (2) standing committees of the Board, a Finance and Audit Committee and an Academic Policy Committee. All Committees shall have no fewer than three members. A quorum for all Committees shall consist of a majority of the Committee.

Ad-hoc Committees shall be appointed by the Board Chair upon authority of the Board with such powers and duties and period of service as the Board Chair may determine, provided that no ad-hoc committee shall be created to act upon any matter appropriate to be acted upon by a standing committee. The Chairs of any ad-hoc committees shall be appointed by the Board Chair and shall perform his/her duties in consultation with the University President.

The duty of each Committee and Workgroup shall be to consider and make recommendations to the Board on matters before it. Unless specifically delegated by the Board to a Committee or Workgroup, authority to act in all matters is reserved exclusively to the Board.

The ~~Chair~~Board Chair, in consultation with the President, shall appoint a Chair to head each Committee and Workgroup, and a Vice~~—~~Chair to substitute for the Chair of the Committee or Workgroup in his or her absence.

The President shall be an ex officio member of every Committee and Workgroup.

~~All Committee and Workgroup meetings shall be noticed by posting the notice and agenda on the University's website at <http://www.fiu.edu/trustees> and faxing said notice and agenda to a newspaper of general circulation not less than seven (7) days before the meeting and will include a statement of the general subject matters to be considered.~~

**The Finance and Audit Committee** shall be responsible for oversight of all policies relating to the financial affairs of the University in accordance with the Board's Finance and Audit Committee Charter, attached as Appendix "A".

**The Academic Policy Committee** shall be responsible for oversight of all policies relating to the academic and student affairs of the University. It shall review and consider policies relating to new and existing degree programs, instruction and research. It shall review and consider policies relating to the recruitment and retention of faculty members, including tenure, academic freedom and academic responsibility, codes of conduct and appropriate penalties for violations of University ~~rules~~regulations pertaining to academic dishonesty, and student admissions, and make recommendations to the Board on these and other matters referred to it by the Board.

**Strategic Priority Workgroups.** The ~~Chair~~Board Chair of the Board may establish such Strategic Priority Workgroups as he/she deems necessary to conduct the business of the Board and the University. The ~~Chair~~Board Chair of the Board, in consultation with the President, appoints the members and selects the ~~Chairperson~~Chairs of the Workgroups. Strategic Priority Workgroups' actions are reported as recommendations for consideration and action by the full Board. The Strategic Priority Workgroups shall meet as often as the ~~Chairperson~~ of the Workgroup shall determine and said meetings shall be noticed as set forth above. Minutes shall be taken and

Adopted 13 January 2003  
Amended 12 March 2003  
Amended 22 November 2004  
Amended 19 September 2005  
Amended 28 June 2007  
Amended 29 February 2008  
Amended 31 March 2009

distributed to all Trustees. A majority of the Strategic Priority Workgroup voting members shall constitute a quorum for transaction of business.

#### **ARTICLE IV AMENDMENT OF OPERATING PROCEDURES**

These Operating procedures may be altered, amended or repealed by a two thirds vote of all members of the Board at any regular meeting, when notice of the proposed amendment or repeal is provided in the meeting notice.

#### **ARTICLE V APPEARANCES BEFORE THE BOARD and BEFORE COMMITTEES and WORKGROUPS OF THE BOARD**

Individuals or group representatives who desire to appear before the Board to initiate a subject within the Board's jurisdiction must submit their requests in writing at least seven (7) working days prior to the start of the meeting of the Board at The Florida International University Board of Trustees, 11200 S.W. 8 Street, PC 548, Miami, Florida 33199 at 11200 S.W. 8 Street, PC 528, Miami, Florida 33199, for the matter to be included in the agenda. The Corporate Secretary, in consultation with the Chair, will determine whether the item will be heard and when the item will be heard. Each Trustee will be provided with an opportunity to review the list of individuals who are on the agenda to appear before the Board, as well as the names of any who were not placed on the agenda.

The Board may place time limits on presentations or decline to hear any matter determined by it to be outside its jurisdiction or unrelated to a particular agenda item, or not practicable for a particular meeting.

The Chair may recognize any individual or representative of groups to address the Board.

In order to proceed with the essential business of the Board in an orderly manner, any individual or group representative who attempts to disrupt a Board meeting will be subject to appropriate action pursuant to law.

~~Individuals or representatives of groups who desire to appear before a Committee or Workgroup of the Board regarding any item being considered on a meeting agenda of the Committee or Workgroup must submit their requests to the Corporate Secretary, The Florida International University Board of Trustees, 11200 S.W. 8 Street, PC 548, Miami, Florida 33199, specifying the agenda item about which they wish to speak. Such a request, along with any supporting documentation, must be submitted at least three (3) working days prior to the start of the Committee or Workgroup meeting. The President, in consultation with the Committee or Workgroup Chair, will determine whether the item will be heard and when it will be heard. The Committee or Workgroup Chair may place time limits on any presentation. The Committee or Workgroup Chair may decline to hear any matter determined by the President and the Committee or~~

Adopted 13 January 2003  
Amended 12 March 2003  
Amended 22 November 2004  
Amended 19 September 2005  
Amended 28 June 2007  
Amended 29 February 2008  
Amended 31 March 2009

~~Workgroup Chair not to relate to a particular agenda item or that is outside the Committee's or Workgroup's jurisdiction, or because it is not practicable for a particular meeting.~~

## ARTICLE VI CODE OF ETHICS

### Code of Ethics—Conflict of Interest

Trustees stand in a fiduciary relationship to the University. Therefore, Trustees shall act in good faith, with due regard to the interests of the University, and shall comply with the fiduciary principles and law set forth in the Code of Ethics for Public Officers and Employees, Chapter 112, Part III, Florida Statutes. Trustees shall comport themselves in accord with the statutory Code of Ethics and the Conflict of Interest Policy attached to ~~this~~ these Operating Procedures as Appendix "B". Each Trustee shall annually complete and sign a disclosure form as required by said policy.

## ARTICLE VII ACADEMIC FREEDOM

### Statement of Board Policy on Academic Freedom

Florida International University is dedicated to the transmission and advancement of knowledge and understanding. Academic freedom is essential to the achievement of these purposes. The University therefore supports and encourages freedom of inquiry for faculty members and students, to the end that they may responsibly pursue these goals through teaching, learning, research, discussion and publication, free from internal or external restraints that would unreasonably restrict their academic endeavors.

The University shall protect faculty and students in their responsible exercise of the freedom to teach and to learn.

It is the policy of the Florida International University to support and encourage full freedom within the law, of inquiry, discourse, teaching, research, and publication for all faculty. Members of the faculty are expected to recognize that accuracy, forthrightness and dignity benefit their association with the University and their position as men and women of learning. They should not represent themselves, without authorization, as spokespersons for the University.

The University shall not penalize or discipline members of their faculties because of the exercise of academic freedom in the lawful pursuit of their respective areas of scholarly and professional interest and responsibility.

Adopted 13 January 2003  
Amended 12 March 2003  
Amended 22 November 2004  
Amended 19 September 2005  
Amended 28 June 2007  
Amended 29 February 2008  
Amended 31 March 2009

## ARTICLE VIII MISCELLANEOUS PROVISIONS

### Limitation of Liability and Indemnification

The Board shall be a corporation primarily acting as an instrumentality ~~or agency~~ of the state pursuant to Section 768.28(2), Florida Statutes, for purposes of sovereign immunity. The University shall, to the extent legally permissible, indemnify, defend and hold harmless each of its Trustees, against all liabilities and expenses incurred in the connection with the disposition or defense of any action, suit or other proceeding, whether civil or criminal, in which such person may be involved by reason of University service, except with respect to any matter in which such person shall have been adjudicated in any proceeding not to have acted in good faith; and further provided that no settlement shall be entered into without the prior consultation and approval of a duly authorized representative of the Board.

### Service of Process

Service of process may be made on the Corporate Secretary or his or her designee.

### Fiscal Year

The fiscal year of the Board shall commence on July 1 of each year and end on June 30.

### Sunshine Laws

Public access to Board records will be governed by the provisions of the Public Records Law, Chapter 119, Florida Statutes. Board Committee and Workgroup meetings shall be governed by the provisions of the Open Meetings Law, Chapter 286, Florida Statutes.

### Corporate Seal

The corporation shall have a seal on which shall be inscribed "The Florida International University Board." The Corporate seal shall be used only in connection with the transaction of business of the Board and of the University. The Corporate Secretary may affix the seal on any document signed on behalf of the corporation. Permission may be granted by the Corporate Secretary for use of the seal in the decoration of any University building or in other special circumstances. The Corporate seal of the Board shall be consistent with the following form and design:



Adopted 13 January 2003  
Amended 12 March 2003  
Amended 22 November 2004  
Amended 19 September 2005  
Amended 28 June 2007  
Amended 29 February 2008  
Amended 31 March 2009

Appendices: A & B

*Adopted 13 January 2003*

*Amended 12 March 2003*

## **Appendix "A"**

### **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES**

#### **FINANCE and AUDIT COMMITTEE CHARTER**

##### **PURPOSE**

This charter sets forth the operations and responsibilities of the Finance and Audit Committee the ("Finance Committee") of the Florida International University (the "University"). The Finance Committee's primary function is to assist the University's Board of Trustees (the "Finance Board") in fulfilling its oversight responsibilities by reviewing procedures in place to assess and minimize significant risks, overseeing the quality and integrity of financial reporting practices (including the underlying system of internal controls, policies and procedures, regulatory compliance programs, and ethical code of conduct), and overseeing the overall audit process.

The Finance Committee's role is one of oversight, not preparation or operation. Its members rely on the representations of Senior Management, General Counsel, the Office of Internal Audit and the Auditor General, other committees and workgroups of the Board and other professional consultants. The Finance Committee promotes open communication among and between Senior Management, the Office of Internal Audit, the Auditor General, and the Board.

##### **COMPOSITION AND MEMBER QUALIFICATIONS**

- The Finance Committee consists of at least four members, all of whom are voting Trustees of the University.
- Members shall possess general accounting, business and financial knowledge, including the ability to read and understand fundamental financial statements. At least one member shall have accounting or financial expertise, as defined by the Board.
- Members shall be independent and objective in the discharge of their responsibilities. They are to be free of any financial, family, or other material personal relationship, including relationships

Adopted 13 January 2003  
Amended 12 March 2003  
Amended 22 November 2004  
Amended 19 September 2005  
Amended 28 June 2007  
Amended 29 February 2008  
Amended 31 March 2009

with members of University management, University auditors and other professional consultants.

- A simple majority of the Finance Committee membership will constitute a quorum.
- It is the responsibility of the Finance Committee Chair to approve each meeting's agenda and to update the Board on the significant matters discussed by the Finance Committee.

## GENERAL ACTIVITIES AND RESPONSIBILITIES

The Finance Committee shall:

- Meet four times each year.
- Provide the Board with regular updates of Finance Committee activities and make recommendations to the Board for matters within the Finance Committee's area of responsibility.
- Review the Finance Committee's charter periodically and recommend any proposed revisions for the Board's approval.
- Meet separately with:
  - the Office of Internal Audit without the presence of management;
  - Senior Management, without the presence of the Office of Internal Audit to discuss any matters the Finance Committee or these individuals believe should be discussed privately. This should be performed at least two times annually, at the conclusion of a regularly scheduled Finance Committee meeting.
- Ensure that the Office of Internal Audit understands that they are ultimately responsible to the Finance Committee and the Board and they should communicate directly with the Finance Committee Chair when deemed prudent and necessary.
- Have the authority to conduct investigations into any matters within the Finance Committee's scope of responsibilities, set forth below. During such investigations, the Finance Committee shall have unrestricted access to the University's independent auditors and anyone employed by the University, and to all relevant information. The Finance Committee may retain, at the University's expense, independent counsel, accountants and other professional consultants to assist with such investigations. The results of any such investigations must be reported to the Board by the Finance Committee Chair.

Adopted 13 January 2003  
Amended 12 March 2003  
Amended 22 November 2004  
Amended 19 September 2005  
Amended 28 June 2007  
Amended 29 February 2008  
Amended 31 March 2009



## **SPECIFIC RESPONSIBILITIES: INTERNAL CONTROLS AND RISK ASSESSMENT**

The Finance Committee shall consider and review with Senior Management, the Office of Internal Audit, and other relevant offices, committees or workgroups:

- The effectiveness of the University's process for identifying significant financial, operational, reputational, strategic and regulatory risks or exposures and management's plans and efforts to monitor and control such risks.
- The effectiveness of the University's internal controls, including the status and adequacy of information systems and security and other relevant matters.
- The University's oversight and monitoring of its subsidiaries, affiliates and joint ventures.
- The University's insurance coverage and the process used to manage any uninsured risks.

## **SPECIFIC RESPONSIBILITIES: COMPLIANCE WITH LAWS AND REGULATIONS**

The Finance Committee shall:

- Ascertain whether the University has an effective process for determining risks and exposure from asserted and unasserted litigation and other claims of noncompliance with laws and regulations.
- Review and discuss with Senior Management, General Counsel, University Compliance Officer and the Director of Internal Audit:
  - significant results of compliance audits;
  - any significant matters of litigation or contingencies that may materially affect the University's financial statements; and
  - any legal, tax or regulatory matters that may have a material impact on University operations, financial statements, policies and programs.

## **SPECIFIC RESPONSIBILITIES: FINANCIAL REPORTING**

The Finance Committee shall:

- Consult annually with the Office of Internal Audit regarding the integrity of the University's financial reporting processes and related internal controls, including (but not limited to) the

Adopted 13 January 2003  
Amended 12 March 2003  
Amended 22 November 2004  
Amended 19 September 2005  
Amended 28 June 2007  
Amended 29 February 2008  
Amended 31 March 2009



depth of experience and sufficiency of Finance and the Office of the Office of Internal Audit staff.

- Review and approve significant, non-mandated changes to accounting policies and practices.
- Advise Senior Management, based upon the Finance Committee's review, whether the Finance Committee believes that the annual audited financial statements (including the footnotes) contain any material misstatements or omissions.
- Review with Senior Management at the completion of the annual financial statement audit:
  - the University's annual financial statements and related footnotes, including their degree of clarity;
  - the Auditor General's opinion regarding the financial statements;
  - any significant changes required to the state auditors audit plan;
  - any difficulties or disputes with management encountered during the audit, including an overall assessment of management cooperation;
  - the University's accounting principles, including the consistency, appropriateness and quality (not just acceptability) thereof, with particular emphasis on sensitive accounting estimates and accruals;
  - the University's overall level of compliance with governmental regulations;
  - reports concerning internal controls, including significant findings and recommendations and management's response;
  - other matters that should be communicated to the Finance Committee under generally accepted generally accepted auditing standards; and
  - any other financial filings required by law or regulation.

#### **SPECIFIC RESPONSIBILITIES: THE OFFICE OF INTERNAL AUDIT**

The Finance Committee shall:

- Evaluate the Office of Internal Audit's role and scope of activities.
- Participation in the process of the appointment and dismissal of the Director of Internal Audit.

Adopted 13 January 2003  
Amended 12 March 2003  
Amended 22 November 2004  
Amended 19 September 2005  
Amended 28 June 2007  
Amended 29 February 2008  
Amended 31 March 2009

- Review and approve the Office of Internal Audit's annual audit plan (and any subsequent changes thereto), considering the University-wide risk assessment and the degree of coordination with the Auditor General's Office for an effective, efficient, non-redundant use of audit resources.
- Review and discuss with management and the Office of Internal Audit:
  - significant findings and recommendations, including management's response and timeframe for corrective action;
  - the degree of implementation of past audit recommendations; and
  - any difficulties encountered in the course of the audit activities such as restrictions on the scope of work or access to information.
- Assess the staffing of the Office of Internal Audit, including the annual budget.
- Review and approve modifications to the Office of Internal Audit.
- Review the organizational reporting lines related to the Office of Internal Audit, particularly related to confirming and assuring the continued independence of the Office of Internal Audit and its staff.

#### **SPECIFIC RESPONSIBILITIES: COMPLIANCE WITH POLICIES AND STANDARDS**

The Finance Committee shall review with the Office of Internal Audit, the University Compliance Officer, and:

- The University's monitoring of compliance with University policies, including (but not limited to) policies regarding the conduct of research.
- The results of the University's monitoring and enforcement of compliance with University standards of ethical conduct and conflict of interest policies.

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The Finance Committee has the responsibilities and the powers set forth in this Charter. It is not the responsibility of the Finance Committee to conduct audits or other examinations and investigations, nor to provide assurance regarding compliance with laws, regulations, internal policies and codes of conduct, nor the completeness, accuracy or conformity with generally accepted accounting standards of the University's financial statements generally accepted

Adopted 13 January 2003  
Amended 12 March 2003  
Amended 22 November 2004  
Amended 19 September 2005  
Amended 28 June 2007  
Amended 29 February 2008  
Amended 31 March 2009

## Appendix “B”

### THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES CONFLICT-OF-INTEREST POLICY

1. **Scope.** The following statement of policy applies to each member of the Board.
2. **Fiduciary Responsibilities.** Section 8 of Article II of the Constitution of the State of Florida states: “A public office is a public trust.” Board members of Florida International University serve the public trust and have a clear obligation to fulfill their responsibilities in a manner consistent with this fact. All decisions of the Board are to be made solely on the basis of a desire to advance the best interests of the institution and the public good.

Board members are generally involved in the affairs of other institutions and organizations. Effective boards will include individuals who have relationships and affiliations that may raise questions about perceived conflicts of interest. Although many such potential conflicts are and will be deemed inconsequential, each Trustee has the responsibility to comply with the Code of Ethics for Public Officers and Employees which is contained in Chapter 112, Part III (Sections 112.311 – 112.326) of the Florida Statutes.

3. **The Code of Ethics for Public Officers and Employees.** The Code of Ethics provides definitions and sets forth the various contexts in which conflicts arise. As defined in the Code,

a “conflict of interest” arises in a situation in which regard for a private interest tends to lead to disregard of a public duty or interest.

Particular attention is required when public officers are in situations involving:

- solicitation and acceptance of gifts;
- favors or compensation;
- contracts and transactions with the University;
- unauthorized compensation;
- misuse of public position or confidential information;
- conflicting employment or consulting contractual relationships; and
- employment of relatives.

Thus, each Trustee has a continuing obligation to:

Adopted 13 January 2003  
Amended 12 March 2003  
Amended 22 November 2004  
Amended 19 September 2005  
Amended 28 June 2007  
Amended 29 February 2008  
Amended 31 March 2009

- (a) be familiar with the Florida Statutes regarding ethics and conflicts of interest and the terms of this Policy;
- (b) disclose to the Board Chair any possible personal, familial, or business relationships that might reasonably give rise to a conflict involving the University; and
- (c) acknowledge by his or her execution of the attached "Conflict of Interest Disclosure Form" that he or she is in compliance with the letter and spirit of this Policy and applicable laws.

**4. Disclosure.** All Trustees shall list on the attached Conflict of Interest Disclosure Form, at least once a year, those relationships

- (a) that they or members of their family maintain with organizations that do business with the University, or
- (b) that could be construed to affect their independent, unbiased judgment in light of their decision-making authority and responsibility.

If a Trustee is uncertain as to whether to list a particular relationship, the Board chair and the General Counsel of the University should be consulted. Information shared or gathered as a result of such consultations (including information provided on the attached form) shall not be released except

- in accordance with applicable public records laws, or
- when the institution's best interests would be served by disclosure, or
- as required by court order.

Any such required disclosure will be made only after informing the affected Trustee.

## **5. Definitions:**

The following definitions apply to this policy:

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

Material Interest - a direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity constitutes a material interest.

Attached is The Florida International University Conflict of Interest Disclosure Form which each Trustee must file with the Secretary of the Board on or before July 1<sup>st</sup> of each year, unless a change necessitating an amendment occurs prior to July 1<sup>st</sup> of the following year.

Adopted 13 January 2003  
Amended 12 March 2003  
Amended 22 November 2004  
Amended 19 September 2005  
Amended 28 June 2007  
Amended 29 February 2008  
Amended 31 March 2009

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES  
CONFLICT OF INTEREST DISCLOSURE FORM**

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

To allow the Board and the University to monitor and promptly address any potential conflicts, please (i) identify below any relationships, financial or personal, that may constitute conflicts or potential conflicts of interest, or (ii) confirm that no such conflicts or potential conflicts are known to exist:

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

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

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

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

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3. Any other potential issues or conflicts:

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OR

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

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

Please FAX or mail this form to Board Secretary, Board of Trustees Office, Florida International University, 11200 SW 8 Street, PC 548, Miami, FL 33199, Tel. 305-348-6495, Fax. 348-6426.

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Adopted 13 January 2003  
Amended 12 March 2003  
Amended 22 November 2004  
Amended 19 September 2005  
Amended 28 June 2007  
Amended 29 February 2008  
Amended 31 March 2009

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

31 March 2009

**SUBJECT: RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT BETWEEN THE  
FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES AND THE DADE  
COUNTY POLICE BENEVOLENT ASSOCIATION (LIEUTENANTS)**

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**PROPOSED BOARD ACTION:**

Adopt the following Resolution:

WHEREAS, the Florida International University Board of Trustees (“the BOT”) is the public employer of all employees of the University and is obligated to engage in collective bargaining with any employees who are represented by a union; and

WHEREAS, certain employees of the University Police department are members of a bargaining unit represented by the Dade County Police Benevolent Association (“PBA-Lts.”); and

WHEREAS, representatives of the BOT and the PBA-Lts. have engaged in collective bargaining and have reached an agreement on the terms of the 2007-2010 BOT-PBA-Lts. Collective Bargaining Agreement (“Agreement”) and Policies, attached hereto as Exhibit “O”; and

WHEREAS, the overwhelming majority of the members of the bargaining unit represented by PBA-Lts. voted to ratify the Agreement and Policies on March 18, 2009;

NOW, THEREFORE BE IT RESOLVED, that the BOT hereby ratifies the 2007-2010 BOT-PBA-Lts. Collective Bargaining Agreement and Policies attached hereto as Exhibit “O”;

BE IT FURTHER RESOLVED, that the University Administration takes all actions necessary to give effect to this Resolution.

**BACKGROUND INFORMATION:**

**LEGAL AUTHORITY:**

**Resolution of the Florida Board of Governors, dated January 7, 2003.**

**Resolution delegating and delineating powers of local boards of trustees,** provides in pertinent part:

19. No rule of the Board of Governors shall be considered to in any way contravene the responsibility of each of the university board of trustees to

act as the sole public employer with regard to all public employees of its universities for the purposes of collective bargaining in accordance with chapter 447, Florida Statutes.

BE IT RESOLVED that it is the intent of the Board of Governors that the university boards of trustees shall be the sole public employers with respect to all public employees of the respective state universities as provided in s. 447.203(2) and (10), F.S. for the purpose of collective bargaining, and no rule previously adopted by the Board of Governors shall contravene this intent or shall be in conflict with the boards of trustees adoption of rules in furtherance of their responsibilities as public employers.

**Section 447.203, Florida Statutes (2003), Public Employee Relations Act, Definitions,** states in relevant part:

(2) "Public employer" or "employer" means the state or any county, municipality, or special district or any subdivision or agency thereof which the commission determines has sufficient legal distinctiveness properly to carry out the functions of a public employer. . . *and the university board of trustees shall be deemed to be the public employer with respect to all public employees of the respective state university.* (emphasis supplied)

#### **Explanation for Proposed Board Action:**

For several months, representatives of the BOT and the PBA-Lts. have met in collective bargaining negotiations to discuss the terms and conditions of employment that will govern bargaining unit personnel within the University Police department. The bargaining teams have reached an Agreement for a term of three fiscal years which runs through June 30, 2010. The Agreement is presented to the Board for ratification as required by Chapter 447, Florida Statutes.

#### **EXHIBITS/SUPPORTING DOCUMENTS:**

- Exhibit "O": BOT -PBA-Lts.- Collective Bargaining Agreement and Policies

#### **FACILITATOR/PRESENTER:**

- Chairman David Parker

**COLLECTIVE BARGAINING AGREEMENT**

between

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

and the

**DADE COUNTY POLICE BENEVOLENT ASSOCIATION  
LIEUTENANTS  
LAW ENFORCEMENT BARGAINING UNIT**

**2007-2010**



## **Table of Contents**

<b>Preamble</b> .....	1
<b>Article 1 – Recognition</b> .....	1
<b>Article 2 – Employee Representation and PBA-Lts. Activities</b> .....	2
<b>Article 3 – Grievance and Arbitration Procedure</b> .....	3
<b>Article 4 – Layoff and Recall</b> .....	8
<b>Article 5 – Health and Safety</b> .....	8
<b>Article 6 – Learning Opportunities</b> .....	10
<b>Article 7 – Dues Deduction</b> .....	10
<b>Article 8 – Uniforms and Equipment</b> .....	12
<b>Article 9 – Wages</b> .....	13
<b>Article 10 – Insurance Benefits</b> .....	14
<b>Article 11 – Grooming Standards</b> .....	14
<b>Article 12 – Replacement of Personal Property</b> .....	14
<b>Article 13 – Management Rights</b> .....	15
<b>Article 14 – Totality of Agreement</b> .....	17
<b>Article 15 – Savings Clause</b> .....	17
<b>Article 16 – Compliance with Rules or Policies</b> .....	18
<b>Article 17 – Permanent Status</b> .....	18
<b>Article 18 – Duration of Agreement</b> .....	18

## **PREAMBLE**

THIS AGREEMENT is between The Florida International University Board of Trustees (hereinafter referred to as the "University," the "Employer" or "FIU"), and the Dade County Police Benevolent Association representing the FIU Public Safety Lieutenants (hereinafter referred to as the "PBA-Lts." or the "Union") representing the employees in the Law Enforcement Bargaining Unit. It is recognized by the University and the PBA-Lts. that the public policy of the State and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article 1 of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between public employers and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the public employer. It is further recognized by the University and the PBA-Lts. that terms and conditions of employment of employees are contained in this Agreement and in the University Employment Rules, Policies, Procedures, and Manuals.

Further, this Agreement defines the Employer's obligations to the Union and members of the bargaining unit, thus avoiding disputes due to misunderstandings, as well as by providing a procedure for the resolution of any claims that the Agreement has been violated.

Finally, both parties recognize that the above language is a statement of intent and, therefore, not subject to the grievance procedure as outlined in Article 3.

## **ARTICLE 1 RECOGNITION**

1.1 University recognizes the PBA-Lts. as the exclusive collective bargaining representative of the FIU Public Safety law enforcement bargaining unit certified by the Public Employees Relations Commission in Case RC-2005-040 which includes all sworn full time law enforcement lieutenants in the Public Safety Department (hereinafter referred to as Department).

1.2 University will not be called upon to recognize the PBA-Lts. as agent for any of its employees other than those included in the certified unit mentioned above,

## **ARTICLE 2 EMPLOYEE REPRESENTATION AND PBA-Lts. ACTIVITIES**

### **2.1 Designation and Selection of Representatives**

A. The President of the PBA-Lts. shall furnish to the University a list of Employee Representatives who are designated to assist in processing Grievances. This list shall include the name, work address and work telephone number of each Employee Representative. The University will not recognize any person as an Employee Representative whose name does not appear on the list. This list may be amended as new representatives are designated by the PBA-Lts..

B. A total of two (2) employees may be designated to serve as Employee Representatives, however, University will only be required to deal with one designated PBA-Lts. representative, unless mutually agreed to otherwise.

**2.2 Representative Access.** The PBA-Lts. bargaining unit shall have the right to use University facilities for meetings on the same basis as they are available to other University related organizations.

### **2.3 Consultation.**

A. The Director of Public Safety or his/her designee shall meet with PBA-Lts. representatives to discuss matters pertinent to the implementation or administration of the Agreement or any other mutually agreeable matters. The University and the PBA-Lts. understand and agree that such meetings may be used to resolve problems regarding the implementation and administration of the Agreement; however, such meetings shall not constitute or be used for the purpose of collective bargaining.

B. If a consultation meeting, as described in 2.3(A) is held or requires reasonable travel time during the working hours of any employee participant, such participant shall be excused for that purpose. Attendance at a consultation meeting scheduled outside of regular working hours shall not be deemed time worked.

### **2.4 Employee Information and Rules Provided.**

Upon written request of the PBA-Lts., the University will, on a semi-annual basis, provide a list of PBA-Lts. Unit employees with the name, work address, classification title, gross salary and date of hire for each employee.

## 2.5 Negotiations.

### A. Parties and Location.

(1) The PBA-Lts. agrees that all collective bargaining is to be conducted with University representatives designated for that purpose by the President.

There shall be no negotiations by the PBA-Lts. at any other level.

(2) Negotiations shall be held in Miami-Dade County, Florida, unless all parties agree to another location.

B. Negotiation Committee. The PBA-Lts. may designate in writing no more than two (2) employees to serve on its Negotiation Committee and not more than one (1) employee to serve as an alternate for Committee members who are unable to attend a negotiation session.

## 2.6 Bulletin Boards

The University shall provide bulletin boards at the Police Stations at both the University Park Campus and the Biscayne Bay Campus for the sole use of the PBA-Lts. to post materials of interest to bargaining unit members. The Bulletin boards shall be placed in an accessible location to bargaining unit employees within the respective police stations and shall be no smaller than two feet by three feet.

## **ARTICLE 3 GRIEVANCE AND ARBITRATION PROCEDURE**

3.1 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed that there is a procedure for the resolution of grievances between the parties arising from any alleged violation of a specific term of this Agreement.

3.2 For the purpose of this Agreement, a "grievance" is defined as a dispute, claim or complaint that any employee or the Union may have as to the interpretation, application, and/or alleged violation of provision(s) of this Agreement which is subject to the Grievance Procedure. For the purpose of determining deadlines for actions as set forth in this Article, the parties agree that if said deadline falls on a weekend or government recognized Holiday, the deadline for said action shall be on the following business day.

3.3 Every effort will be made by the parties to settle all grievances as soon as possible. The time limits set forth shall be strictly complied with and can only be extended by mutual agreement of the parties in writing. Any grievance shall be considered settled at the last level considered if the grievant fails to timely process the grievance to the next level.

3.4 The commencement of legal proceedings against University in a court of law or equity, or before the Public Employee Relations Commission, for misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedy and shall be a waiver by the party commencing the proceeding of its/their right to resort to the Grievance and Arbitration Procedure contained in this Article and any grievance that has already been filed over the same subject will be dismissed. The filing of a grievance constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes, or to the review of such actions under other University procedures available to address such matters. The commencement of proceedings pursuant to Section 120.57, Florida Statutes for misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedy and shall be a waiver by the party commencing the proceeding of its/their right to resort to the Grievance and Arbitration Procedure contained in this Article and any grievance that has already been filed over the same subject will be dismissed. Except as otherwise specifically provided, the Grievance and Arbitration Procedure is the sole remedy for any alleged violations of this Agreement.

3.5 Grievances shall be processed in accordance with the following procedures:

A. STEP 1: The grievant shall present in writing his/her grievance to the appropriate supervisor within seven (7) calendar days of the occurrence of the action giving rise to the grievance. Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. The supervisor shall communicate a decision in writing to the grievant within five (5) calendar days from the date the grievance was presented to him/her. Failure of the supervisor to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 2.

B. STEP 2: If the grievance is not settled at the first step, the grievant, within seven (7) calendar days of the answer in Step 1, or if no answer was received under Step 1, within ten (10) calendar days of the date the answer was due, may appeal in writing to the Vice President for Human Resources or designee. The Vice President for Human Resources or designee shall investigate the alleged grievance and shall, within seven (7) calendar days, or other mutually agreeable date of receipt of the written grievance, conduct a meeting between the Vice President for Human Resources or designee, other University representatives as necessary, the grievant and the grievant's Union representative. The Vice President for Human Resources or designee shall notify the aggrieved employee of a decision no later than ten (10) calendar days following the receipt of the written grievance at Step 2. Failure of the Vice President for Human Resources or designee to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 3.

C. STEP 2- Content. All grievances at Step 2 must be in writing and must contain the following information:

- (1) Article(s) and Section(s) of the Agreement alleged to have been violated;
- (2) A full statement of the grievance, giving facts, dates and times of events, and specific violations with the remedy or adjustment desired;
- (3) Signature of aggrieved employee for an individual grievance, or the Union President/designee in the case of a class action grievance; and,
- (4) Date signed;

The University shall notify the grievant of any information missing and grievant shall have the right to provide the missing information within five (5) calendar days.

STEP 3: If a grievance has not been satisfactorily resolved within the grievance procedures, the grievant may, within seven (7) calendar days after the response is received at Step 2 of the Grievance Procedure, file a written Notice of Intent to Arbitrate. Notice of Intent to Arbitrate must be filed with the President or his/her designee within the time period mentioned above.

An arbitrator will be selected in accordance with Section 3.6 of this Article. A copy of the written request will be provided to the Vice President for Human Resources who will be referred to as the University representative on the request form.

3.6 The parties hereby agree that the arbitration selection procedure will be as follows:

A. The party requesting arbitration shall, concurrently with its notice of Intent to Arbitrate, notify the American Arbitration Association (AAA) of the filing of the grievance and request a list of five (5) arbitrators sent to each party.

B. Each party shall alternatively strike arbitrators from the list until one (1) remains, with a coin toss used to determine which party strikes first.

C. The party requesting arbitration shall notify AAA of the party's selection.

3.7 The following general rules are applicable to this Article:

A. The grievant may abandon or settle a grievance. Grievances settled under this Article shall be non-precedent setting and cannot be offered as evidence or precedent in any subsequent arbitration case unless the Union and the FIU mutually agree in writing that the grievance is precedent setting.

B. The grievant shall have only one (1) opportunity to amend or supplement the grievance. No grievance can be amended or supplemented after Step 2.

C. The arbitrator shall have no power to establish wages, rates of pay for new jobs, or to change any wage, unless the arbitrator is specifically empowered to do so by both parties.

D. The arbitrator shall have only the power to rule on grievances arising under this Agreement, as defined under Sections 3.2 and 3.5C above.

E. The arbitrator shall determine each dispute in accordance with the terms of this Agreement and in accord with a "Submission Agreement," if one can be agreed to. If there is no Submission Agreement, then the arbitrator will rely on the grievances as written under Step 2 of this Agreement.

F. PBA-Lts. In recognition of the fact that this collective bargaining agreement is the first contract directly between FIU and the Union, the arbitrator shall not receive into evidence nor rely upon any past practices that occurred prior to the date of execution of this Agreement.

G. In contract interpretation (non-discipline cases), the burden of proof is on the grievant. In such cases the preponderance of evidence standard is applicable.

H. Only grievances based on events or occurrences which occur after the date of the execution of this Agreement can be processed under this Article. After the expiration of this Agreement, there is no duty upon University to arbitrate any grievance, unless the facts upon which the grievance is based occurred prior to the expiration of the Agreement.

I. Unless the parties agree in writing to the contrary, only one (1) grievance may be submitted to an arbitrator at any one (1) hearing.

J. Upon request, the arbitrator shall rule on arbitrability before issuing a decision on the merits. If a lawsuit is filed over arbitrability, the arbitration shall not commence until the suit has terminated in the trial court.

3.8 The arbitrator's decision shall be final and binding on the Union and on all bargaining unit employees and on the University, provided that the arbitrator's decision is not outside or beyond the scope of the arbitrator's jurisdiction and authority as set forth in this Agreement.

3.9 The arbitrator shall not have the power or authority to:

A. Add to, subtract from, modify, alter, or ignore in any way the terms of this Agreement, or the provisions of applicable law, rules, or regulations having the force and effect of law;

B. Limit or interfere in any way with the powers, duties, and responsibilities of the University under applicable law, rules, and regulations having the force and effect of law.

C. Retroactivity. An arbitrator's award may be retroactive based on the equities each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the grievance was originally filed pursuant to this Article.

3.10 Each party shall bear the expense of its own witnesses and its own representatives. The arbitrator's bill shall be equally shared by the parties. However, in the event the grievance is withdrawn after the selection of the arbitrator, the party withdrawing the grievance shall be responsible for the full cost of the arbitrator's fee,



unless otherwise mutually agreed by the parties to share the cost of the arbitrator. Expenses of obtaining a hearing room, if any, shall be equally divided between the parties. The cost of the written transcript, if requested by both parties, will be shared by both parties.

#### **ARTICLE 4 LAYOFFS AND RECALL**

4.1 Employees may be laid off due to adverse financial circumstances; reallocation of resources; reorganization of administrative structures, programs, or functions; curtailment of one or more programs or functions; shortage of work; or a material change of duties.

4.2 In the event of a reduction in force, the University will consider a number of relevant factors in determining selections for layoff, the public interest being of prime importance. Factors to be considered include:

1. Training, experience and position, including certifications.
2. Employee's overall performance/disciplinary record.
3. Seniority.

As between two (2) employees, if one and two above are relatively equal, then seniority shall prevail.

4.3 Laid off employees shall have recall rights only to positions within the bargaining unit. Recall will be in reverse order of layoffs. Recall rights are limited to the one (1) year period following the layoff. During this period, no new bargaining unit employees will be hired by the Department until all laid off members of the bargaining unit are offered recall. Any employee offered recall at his/her last known address must contact the Department and agree to return to work within twenty-one (21) calendar days or forfeit all recall rights.

#### **ARTICLE 5 HEALTH AND SAFETY**

5.1 The University will make reasonable efforts to provide employees a safe and healthy working environment. The University and the PBA-Lts. agree to work

cooperatively toward reducing job-related injuries and Workers' Compensation costs by encouraging improved safety measures.

5.2 Safety Committee. The PBA-Lts. will name one (1) employee to serve on a University Wide Safety Committee. Any individual selected to serve in this capacity will make appropriate scheduling arrangements, with management's approval, to ensure his/her attendance does not adversely affect operations.

5.3 Employee Health and Safety.

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

B. Any employee who becomes aware of a work related accident shall immediately notify the supervisor or the supervisor's designee of the area where the incident occurred.

C. When an employee believes an unsafe or unhealthy working condition exists in the work unit, the employee shall immediately report the condition to the supervisor or the supervisor's designee. The University shall investigate the report and respond to the employee.

5.4 Vehicles and Equipment.

A. Vehicles used by employees, whether or not issued to the employee, shall be maintained in safe operating condition by the University. Marked patrol vehicles shall be equipped with cages, and as such vehicles are replaced, the newly purchased vehicles shall include the standard police package. The University shall use high visibility lights on University vehicles as dictated by University needs. In-car computers shall be mounted for safe use by bargaining unit members. When employees are required to drive scooters, golf carts, all-terrain vehicles, or other similar vehicles, such vehicles shall be operated in accordance with the manufacturer's warranty and the officer shall be properly trained in the operation of such vehicle.

B. Where the University has determined that an employee should be provided with a police baton, mace or OC spray, electric restraining device, or other such weapon as the University deems appropriate, such employee shall be properly trained by a certified instructor in its use.

C. The University shall provide its employees with custom-fitted bullet resistant vests. Vests shall be replaced as per the stated warranty. The wearing of these vests is at the discretion of the employee, however, employees are strongly encouraged to wear the vest at all times when on duty, and the University reserves the right to require the wearing of the vest under specified conditions or special circumstances.

#### 5.5 Firearms.

A. The University shall provide its employees with a semi-automatic firearm. The type of semi-automatic firearm shall be at the University's discretion. The University will attempt to provide a semi-automatic firearm which is suitable to the employee's stature and hand size.

B. In order to promote safety in the use of firearms by employees, the University guarantees that each employee is allowed to fire his/her firearm in an approved course at least once every six (6) months, at no cost to the employee. Such training shall be for the purpose of qualifying in the use of firearms.

C. The University shall issue new factory ammunition for on-duty use at intervals not to exceed twelve (12) months from the previous date.

### **ARTICLE 6 LEARNING OPPORTUNITIES**

Law Enforcement Training. The University and the PBA-Lts. recognize the importance of training programs to develop skills in our law enforcement officers and supervisors. The University will make a reasonable effort to continue existing training programs in law enforcement techniques and to develop new programs, and to ensure that opportunities to attend law enforcement and salary incentive training programs are equitably distributed among employees.

### **ARTICLE 7 DUES DEDUCTION**

7.1 During the term of this Agreement the University will deduct PBA-Lts. dues and other authorized deductions in an amount established by the PBA-Lts. and certified in writing by the PBA-Lts. to the University, from employee's pay for those employees who

individually make such request on the deduction form provided by the PBA-Lts. included as Appendix A. Such deductions will be made by the University when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the University.

7.2 The PBA-Lts. shall advise University of any increase in dues or other authorized deductions in writing at least thirty (30) days prior to its effective date.

7.3 This Article applies only to the deduction of membership dues and shall not apply to the collection of any fines, penalties, or special assessments. The University will not be required to process Dues Deductions Authorization Forms that are: (1) incorrectly and/or incompletely filled out; (2) postdated; or (3) submitted to the University more than sixty (60) days following the date of the employee's signature.

7.4 Deductions of dues and other authorized deductions shall be remitted exclusively to the Dade County Police Benevolent Association by the University within thirty (30) days after the deductions are made, or as soon as practical thereafter, along with a list containing the names of the employees from whom the remittance is made.

7.5 In the event an employee's salary earnings within any pay period are not sufficient to cover dues and any other authorized deductions, it will be the responsibility of the PBA-Lts. to collect its dues for that pay period directly from the employee.

7.6 Deductions for the PBA-Lts. dues and other authorized deductions shall continue until either: (1) revoked by the employee by providing University and the PBA-Lts. with thirty (30) days' written notice that the employee is terminating the prior checkoff authorization; (2) revoked pursuant to Section 447.507 Florida Statutes; (3) the termination of employment; or (4) the transfer, promotion, or demotion of the employee out of this bargaining unit. If these deductions are continued when any of the above situations occur, the PBA-Lts. shall, upon notice of the error, reimburse the employee for the deductions that were improperly withheld.

7.7 The PBA-Lts. shall indemnify, defend, and hold the University, the Florida Board of Governors, the State of Florida, and its officers, officials, agents, and employees harmless against any claim, demand, suit, or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by the University, or other officials, agents, and employees in complying with this Article. The PBA-Lts. shall promptly

refund to the University any funds received in accordance with this Article which are in excess of the amount of dues and other authorized deductions which the University has agreed to deduct.

## **ARTICLE 8 UNIFORMS AND EQUIPMENT**

8.1 Uniform. All employees shall receive a standard issue of uniforms (winter and summer) and uniform accessories, and may request replacement of such uniforms as needed. Requests for replacement of uniforms shall be honored in a timely fashion and not unreasonably denied.

8.2 Uniform accessories and equipment will include the following minimum requirements:

A. Gun belt, either 2 ¼ inches or 3 inches, as appropriate for the individual employee.

B. Firearm safety (snatch resistant) holster; and

C. Three (3) magazines and an approved case for spare ammunition.

8.3 Uniform Maintenance and Shoe Allowance. The University will provide employees who are furnished and required to wear by the University a uniform, a uniform maintenance allowance in the amount of \$450.00 annually, unless laundry and dry cleaning facilities are available and the service is furnished by the University without cost to the employees. In addition, such employees shall receive a shoe allowance in the amount of \$150.00 annually, unless shoes are furnished by the University.

8.4 Clothing Allowance. Employees assigned to full-time plain clothes positions shall receive a clothing allowance in the amount of \$500.00 annually, and a shoe allowance in the amount of \$150.00 annually, unless the shoes are furnished by the University.

8.5 Bullet Resistant Vest. The University shall provide uniformed and plain clothes law enforcement personnel a bullet resistant vest for use during duty hours. Each bullet resistant vest will be replaced per the manufacturer's warranty.

8.6 Recreational Use Privileges. All sworn law enforcement personnel covered by this Agreement shall receive an annual standard University Recreational Facility membership at no cost.

## **ARTICLE 9 WAGES**

### **9.1 General Wage Increases.**

A. There will be no wage increase (0%) for Fiscal Year 2007-08.

B. Each eligible bargaining unit employee shall receive a general across-the-board wage increase of two percent (2%) of their base rate of pay for Fiscal Year 2008-09, effective July 1, 2008. Eligible employees shall have successfully passed their initial probationary period and are meeting performance standards/expectations. If an employee has a current performance evaluation of "Marginal or Below" in effect on the date of ratification, the employee shall not receive a general wage increase. To be eligible, the employee must have been employed on or before July 1, 2007. In addition, the employee must be continuously employed through joint ratification of this Agreement. In the event the Florida Legislature or other fiscal sources provide for a different or additional funding of wages or wage increases during Fiscal Year 2008-09, the University and the Union agree that such increases will be administered in accordance with the applicable appropriation language. Any general across-the-board wage increase provided by the Legislature during fiscal years 2008-09 shall count as credit towards the across-the-board increases described in this paragraph.

C. There will be no wage increase (0%) for Fiscal Year 2009-2010. In the event the Florida Legislature or other fiscal sources provide for a different or additional funding of wages or wage increases during Fiscal Year 2009-10, the University and the Union agree that such increases will be administered in accordance with the applicable appropriation language.

9.2 Additional Wages Increases.

Nothing contained herein shall prevent the University from providing salary increases beyond the increases specified above. These increases may be provided for market equity considerations, including verified counteroffers and compression/inversion; increased duties and responsibilities; special achievements; litigation/settlements; and similar special situations.

**ARTICLE 10  
INSURANCE BENEFITS**

The University agrees to administer the State Group Health self-insurance plan in accordance with the applicable Fiscal Year's General Appropriations Act and, if provided, the Summary Statement of Intent.

**ARTICLE 11  
GROOMING STANDARDS**

11.1 Hair on top of the head will be neatly groomed. The length or bulk of the hair will not be excessive or present a ragged, unkempt appearance. When combed, hair will not fall over the ears or eyebrows, or touch the collar, except for the closely cut hair on the back of the neck. The hair of uniformed members may touch the shirt collar but not fall below the collar's edge and may cover a portion of the ear. Long hair of female officers must be worn up in a neat, stylish manner which permits the wearing of the hat. Conspicuous barrettes, pins, or combs will not be worn.

11.2 If an employee desires to wear sideburns, they will be neatly trimmed. The base will be a clean shaven horizontal line. Sideburns will not extend downward beyond the lowest part of the exterior ear opening.

11.3 The face will be clean shaven, except that if a mustache is worn it will be kept neatly trimmed and tidy. No portion extending beyond the corners of the mouth will fall below a line parallel with the bottom of the lower lip.

11.4 Cosmetic and Jewelry. If worn, cosmetics shall be subdued and blended to match the natural skin color of the individual. False eyelashes are prohibited.

Fingernails should be clear and trimmed so as not to extend beyond the tips of the fingers. Fingernail polish, if worn, shall be clear. Female officers may wear small post earrings. Necklaces shall not be visible when the uniform is worn.

## **ARTICLE 12 REPLACEMENT OF PERSONAL PROPERTY**

12.1 An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's watch or prescription eyewear, or such other items of personal property as have been given prior approval by the Department as being required by the employee to adequately perform the duties of the position, will be reimbursed or have such property repaired or replaced as provide herein. A written report must be filed detailing the circumstances under which such property was damaged or destroyed.

12.2 Specific Reimbursement Allowances and Approvals.

A. Upon proper documentation by the employee of the amount expended, the Department shall authorize reimbursement for repair or replacement of such property, not to exceed the following amounts:

- (1) Watch - \$75;
- (2) Prescription eye wear - \$200 (including any required examination);
- (3) Other items – The Director shall have final authority to determine the reimbursement value of any items other than watches or prescription eye wear; and
- (4) Total allowable per incident - \$700.

B. Such reimbursement shall be with the approval of the Director. Approval shall not be unreasonably withheld.

## **ARTICLE 13 MANAGEMENT RIGHTS**

13.1 Each of the rights described below shall be vested exclusively in the University, subject only to such restrictions governing the exercise of these rights as are expressly and specifically provided in this Agreement.



13.2 The management of the Department personnel and the direction of its work force, including but not limited to the exclusive right: to determine whether all or any part of the operations covered by this Agreement shall commence, cease, continue, reduce or increase; to remove the operation or any part thereof to any location; to establish new jobs; to abolish or change existing jobs and to increase or decrease the number of jobs or employees; to change materials, processes, products, service, equipment, work schedules and methods of operation to introduce new materials, equipment, services or facilities; to assign work to be performed; to assign or reassign employees to shifts, increase or abolish shifts and rotate shifts; to require employees to work overtime; to establish and change hiring procedures; to set the work schedules; to transfer employees from job to job, shift to shift or campus to campus either on a permanent or temporary basis; to evaluate and direct the work of the employees covered by this Agreement; to maintain, enforce, rescind or change the University or Department policies, procedures, rules, orders, practices, and directives not inconsistent with this Agreement; to establish or change operational standards; to determine the services to be provided by the University and by law enforcement personnel; to lay off employees as provided in Article 4 of this Agreement; to establish requirements for employment; to promote and demote employees; and to have complete authority to exercise those rights and powers incidental thereto, including the right to alter or vary past practices as the University may determine to be necessary for the orderly and efficient operation of the Department.

The University's failure to exercise any right hereby reserved to it or its exercising any right in a particular way shall not be deemed a waiver of its right to exercise such right, nor preclude the University from exercising the same right in some other way not in conflict with the express provisions of this Agreement.

13.3 If a civil emergency is declared by the Governor or by a political subdivision of the State, the provisions of this Agreement may be suspended by the University during the time of the declared emergency, provided that the wage rates and monetary fringe benefits shall not be suspended.

13.4 The Union agrees that its members shall comply with all University or Department rules, policies, and procedures, including those relating to conduct and work performance.

13.5 The parties also recognize that pursuant to the Management Rights clause of this Agreement, the University has the right to amend and modify its rules, policies, and procedures and to implement reasonable rules, policies and procedures except as expressly provided in this Agreement.

#### **ARTICLE 14 TOTALITY OF AGREEMENT**

14.1 The University and the PBA-Lts. acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to present proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at by the University and the PBA-Lts. thereby are set forth in this Agreement between the parties for its duration.

14.2 The University and the PBA-Lts., during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

14.3 Modifications. Nothing herein shall preclude the University or the PBA-Lts. from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

#### **ARTICLE 15 SAVINGS CLAUSE**

If any provision of this Agreement should be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body having

amendatory power to change a law, rule, or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed, or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

## **ARTICLE 16 COMPLIANCE WITH RULES OR POLICIES**

16.1 A PBA-Lts. designated representative will be advised in writing of any changes in the University personnel rules or policies impacting terms and conditions of employment within twenty-one (21) days prior to formal adoption.

16.2 The University may not amend its current personnel rules or policies applicable to the members of the bargaining unit if such a change would conflict with a term of this Agreement. In the event a change of personnel rules or policies does not conflict with a provision of this Agreement, but constitutes an otherwise change in terms or conditions of employment, the University shall notify the PBA-Lts. who may then request impact bargaining.

16.3 Any claim by an employee concerning the application of provisions of University personnel rules or policies shall not be subject to the Grievance and Arbitration Procedure of this Agreement, but shall be subject to the method of review prescribed by the personnel rules or policies of the University, or other appropriate administrative or judicial remedy.

## **ARTICLE 17 PERMANENT STATUS**

The University shall maintain its policy, Permanent Status for Certified Law Enforcement Personnel, for the duration of the Agreement.

**ARTICLE 18  
DURATION**

The term of this Agreement shall be from July 1, 2007 through June 30, 2010 and the Agreement shall be effective as of the date of ratification.

**IN WITNESS WHEREOF**, the parties have set their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**FOR THE FLORIDA  
INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

\_\_\_\_\_  
David Parker  
Chairman

\_\_\_\_\_  
Modesto A. Maidique  
President

\_\_\_\_\_  
Cristina L. Mendoza  
Chief Negotiator

**FOR THE DADE COUNTY POLICE  
BENEVOLENT ASSOCIATION**

\_\_\_\_\_  
John Rivera  
President

\_\_\_\_\_  
Andrew M. Axelrad  
General Counsel

\_\_\_\_\_  
Ricardo Torres  
PBA-Lts. Employee Representative

Date ratified by the PBA-Lts.: March 18, 2009

Date ratified by the Board of Trustees: \_\_\_\_\_

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**DADE COUNTY POLICE BENEVOLENT ASSOCIATION  
LIEUTENANTS (PBA-LTS)  
LAW ENFORCEMENT BARGAINING UNIT**

**POLICIES**

**2007-2010**

## **Table of Contents**

Access to Official Personnel Records .....	1
Advertising .....	1
Alternative Work Site.....	2
Animals in the Workplace.....	3
Anonymous Complaints .....	3
Approval of Perquisites .....	4
Bereavement Leave .....	5
Business Related Travel .....	5
Catastrophic Pool.....	7
Children in the Workplace .....	7
Compressed Work Schedule.....	8
Confidentiality Agreements .....	10
Confidentiality, Nondisclosure and Computer Practice Agreement .....	11
Conflict of Interest .....	13
Death of an Employee.....	14
Direct Deposit.....	14
Disciplinary Actions .....	14
Dual Employment and Compensation .....	15
Educational Incentive Awards .....	16
Employment Offers.....	16
Exit Reviews.....	17
Firearms and Dangerous Weapons .....	17
Flexible Work Schedule (Flextime).....	18
FMLA, Parental, and Medical Leave .....	19
Holidays .....	21
I-9 Requirements.....	22
Information Technology Security .....	22
Internal Recruitment, Promotions, Demotions & Transfers .....	26
Jury Duty and Court Appearances .....	27
Learning Opportunities .....	27
Leave Pending Investigation .....	28
Loyalty Oath .....	29
Military Leave .....	29
Nepotism .....	30
Neutral, Internal Resolution of Policy Disputes .....	31
New Employee Experience .....	39
Off Duty Law Enforcement Employment .....	40
Operational Excellence Award (OEA) .....	41

Permanent Status for Certified Law Enforcement Personnel .....	41
Personal Leave of Absence Without Pay .....	42
Political Activity .....	42
Political Participation .....	43
Pre-Employment Requirements .....	43
Professional Development Leave.....	44
Project-Based Pay .....	46
Same-Sex Domestic Partnership Health Insurance Stipend .....	46
Seniority .....	49
Separations of Employment .....	49
Severe Weather/Emergency Closing .....	50
Sick Leave.....	51
Sick Leave Pool .....	54
Solicitation, Distribution and Posting .....	55
Special Duty Pay .....	56
Spot Awards.....	56
Temporary or Permanent Lateral Reassignment .....	57
Tuition Waiver Program .....	57
Vacation Leave .....	59
Variable Compensation Plan.....	61
Veterans' Preference .....	61



## **Access to Official Personnel Records**

### **Purpose:**

To establish what constitutes the University's official personnel records and provide means for individuals to inspect such records.

### **Policy:**

The only official personnel records are maintained in the Division of Human Resources.

When any personnel decisions are made, other than for faculty tenure and promotion, the only documents which may be used are those contained in the official personnel file. There will be separate files solely for tenure and promotion which will be kept by the departments or colleges.

Generally, University personnel records are public records and under the Sunshine Law are open for public inspection.

All requests for employee information, including both, current or former employees, must be submitted in writing to the Division of Human Resources for production.

Copies of the records may be furnished upon request, at a cost of \$0.15 per page.

Employees' social security numbers are not public records. An individual's social security number must be removed from any record inspected or released in response to a public records request.

Personal information of law enforcement personnel and their immediate family members are not considered public records and are exempt from the General State Policy on Public Records under Section 119 .07, F .S.

## **Advertising**

### **Purpose:**

To create a systematic and consistent process by which we notify the internal/external community of the job opportunities available within the University.

### **Policy:**

All employment advertisement shall be centrally coordinated through the Division of Human Resources (DHR).

Hiring departments must advertise in various media (i.e. JobsLink, newspapers, trade journals, industry circulars, electronic media, etc.) depending on the level of the position.

Hiring departments can elect to advertise non-required positions in the various media provided they have the budget.

Advertising can be done locally and/or nationally depending on the level of the position.

DHR provides guidance and recommendations to the hiring department to ensure consistency and compliance in advertising.

### **Alternative Work Site**

#### **Purpose:**

To administer the use of alternative work sites consistent with the University's efforts toward work/life balance.

#### **Policy:**

To be considered for an alternative work site option, employees should complete six (6) months of employment in the department instituting the arrangement, except when an alternative work site has been agreed upon as a condition of employment and referenced on the offer letter.

Not all employees, supervisors, or job responsibilities are suited to alternative work site options. Human Resources is the ultimate authority in approving alternative work site options and shall use discretion in determining if the job responsibilities or the employee are suited to such an arrangement before approving participation.

Supervisors must monitor performance to ensure quantity and quality of work performed does not decrease while at the alternative work site. Failure to fulfill normal work requirements may result in the termination of the alternative work site option.

Both the supervisor and employee must sign an Alternative Work Site Option Form that will clarify the conditions of the arrangement.

For non-exempt employees, any hours beyond the normal work schedule must be authorized in advance by the employee's supervisor.

Employees who are unable to work due to illness must use sick leave and must report their absence to their supervisor.

Alternative work site options shall not be used as a substitute for dependent or child care.

Employees who participate in alternative work site options are expected to make dependent and child care arrangements during the period they will be working at home.

The pre-approved alternative work site agreement may be terminated based on business necessity.

### **Animals in the Workplace**

Purpose:

To provide guidelines for the presence of animals in the workplace.

Policy:

The workplace is intended to be devoted to the efficient and effective environment conducive to the education and related services to students, parents and members of the community. The presence of animals not devoted to accomplishing these objectives is disruptive, non-hygienic, and potentially unsafe, and can prove to be a distraction to the work and lifestyles of faculty, staff, students and visitors. In addition, members of the University community may have allergies to or simply be afraid of animals.

The presence of animals in the work place may pose a safety concern putting the University at a risk of potential liability. Therefore, animals are not allowed in the work place. The sole exceptions to this policy are dogs being used by law enforcement personnel, animals being used for research purposes, or serving as guides or aides to their owners, such as seeing-eye dogs. If the animal is being used as an ADA accommodation, the Office of Equal Opportunity Programs must be notified in writing.

### **Anonymous Complaints**

Purpose:

To establish a policy on the handling of anonymous complaints.

Definition:

Complaint - A complaint is an expression of dissatisfaction or concern related to a workplace situation. It does not apply to discrimination or sexual harassment as other processes are available to address such issues. See FIU-104.

**Policy:**

The University attempts to deal openly, fairly and effectively with any comment or complaint of an individual, service provided, or any of its processes, and to offer an appropriate remedy to anyone who is adversely affected.

The University understands that there may be cases when an individual might want to report their concerns anonymously or with confidentiality. To the extent possible, the University will keep reports confidential. If the individual does not identify himself or herself, however, the University might not be able to respond appropriately to the individual's concern. Further, there may come a time when the University cannot proceed with the investigation without obtaining additional information from the reporting person or others. Therefore, persistent anonymous complaints will be systematically addressed to determine if the complaint(s) should be investigated.

### **Approval of Perquisites**

**Purpose:**

To establish a policy relating to the approval of Perquisites for University employees.

**Definition:**

"Perquisites" means those things, use of, or services which carry a monetary value for which the employee benefits.

**Policy:**

Perquisites may be furnished to University employees in those specific instances where Human Resources determines that the furnishing of such is in the best interest of the University, and/or is justified by the requirement of the position.

Perquisites may be considered as part of the employee's total compensation; therefore, the kind and value of Perquisites shall be as uniform and practical in similar situations. The value of Perquisites shall not be used to compute the employee's rate of pay. There may be federal income tax consequences of such Perquisites in accordance with the Internal Revenue Code.

This policy does not apply to those benefits which are by law required to be bargained in good faith.

## **Bereavement Leave**

### **Purpose:**

To administer a Bereavement Leave Policy which provides uniform guidelines to grant paid time off to employees for absences related to the death of immediate family members.

### **Definition:**

Immediate Family - defined as spouse, same sex partner, children (including foster or stepchildren), parents (including stepparents), brother and sister (including stepbrother and stepsister), grandparents, and grandchildren of both the employee and the spouse or same sex domestic partner.

### **Policy:**

An employee shall be granted three (3) days of leave with pay for a death in the immediate family. In addition to paid bereavement leave, the employee may request approval to use reasonable amounts of accrued sick leave, vacation leave or unpaid leave.

## **Business-Related Travel**

### **Purpose:**

To compensate non-exempt employees traveling on University business.

### **Policy:**

Travel is clearly work time, and is therefore compensable, when it cuts across the employee's workday. The employee is simply substituting travel for other duties. The time is not only hours worked on regular working days during normal working hours but also during the corresponding hours on nonworking days. Thus, if an employee regularly works from 8:30 a.m. to 5:00 p.m. from Monday through Friday the travel time during these days/hours is considered work time as well as during any other days.

Time worked is always compensable, regardless of whether work is performed at the work site, while traveling on University business, or if it takes place within or outside of normal work hours.

A lunch period during which an employee is relieved of all his assigned duties is not compensable.

If an employee is required to attend a business-related function, the employee must be compensated.

If an employee requests a specific itinerary that is different from the University-recommended itinerary, only the estimated travel time associated with the University's recommended itinerary will be eligible for compensation.

An employee is only compensated during administrative work hours from the time travel begins, to the time travel ends. Any portion of the employee's normal work hours that the employee spends away from the work site that is not within travel time is not compensated. If travel time ends during the employee's normal work hours, the employee must take leave or return to work, unless prior arrangements have been made, such as flexible work hours.

## **Catastrophic Pool**

### **Purpose:**

To establish guidelines for the purpose of allowing the donation of sick leave hours from one employee to another in catastrophic circumstances that affects the employee or the employee's immediate family members. For the purpose of this policy, catastrophic is defined as any major illness or injury that does not allow the employee to return to work for an extended period of time as documented by a physician.

### **Definition:**

Immediate Family - Spouse, child(ren) (including foster and stepchildren), parents (including stepparents), grandparents and same-sex domestic partners.

### **Policy:**

Hours may be donated from one employee to another employee who has exhausted their leave balances including sick, vacation, and compensatory time.

Hours may be donated in increments of eight (8) and must not exceed 80 hours in 36-month period. The donating employees' remaining balance cannot fall below 80 hours. The total maximum amount of hours that an employee can receive is 480 in a 12-month period.

Leave time used may be counted towards Family Medical Leave Act (FMLA) leave.

## **Children in the Workplace**

### **Purpose:**

To provide guidelines for the presence of children in the work place for other than official University activities involving children.

### **Policy:**

Employees with dependent children are expected to make regular arrangements for proper care of their children while at work.

The University must consider issues of safety, confidentiality, disruption of operations, disruption of services, disruption to other employees, and legal liability as well as sudden emergencies, posed by the presence of children in the work place. Therefore, University employees are prohibited from bringing children on campus during working hours.

Supervisors may grant permission for a temporary, unforeseen emergency, but no parent can have a child in the workplace without the supervisor's permission or use the workplace as an alternative to childcare or for any other purpose. If bringing a child to work with the employee is unavoidable, the employee must obtain permission from his/her supervisor to have the child accompany the employee while working. Factors the supervisor will consider are the age of the child, how long the child needs to be present, the work environment in the employee's area, and any possible disruption to the employee's and co-worker's work. When authorized, the accompanying adult must supervise the child at all times.

Supervisors may direct an employee to remove a child from the workplace. No child may be left unaccompanied by an adult in the work place, and any employee who brings a child to the work place and leaves him or her unattended in an office, room, hall, lounge, restroom, lunch area or elsewhere will be subject to discipline, up to and including dismissal.

No minor may be allowed in an area that is potentially hazardous (i.e., where hazardous equipment, human derived materials, radioactive materials, etc., are located); such prohibited areas include workshops and laboratories, areas where chemicals are stored, and plant rooms.

Children exhibiting symptoms of potentially contagious illnesses should not be brought to the workplace.

Institutional computers are University property and vital equipment, intended for use only by employees and in the course and scope of assigned duties.

Computers are not to be used as a toy or entertainment for visiting children. The University does not accept any liability for injuries to children who are on campus in violation of this policy.

### **Compressed Work Schedule**

Purpose:

To promote alternative work schedules for employees consistent with the University's efforts toward work/life balance.

Policy:

A compressed workweek is one in which employees work their assigned number of hours but in fewer than five (5) days in one week or fewer than ten (10) days in one pay period.



Compressed work schedules will be granted in situations where job and business related needs can continue to be met even under a compressed schedule.

All full-time employees must work a 40-hour week (or 80-hours each pay period).

Eligible employees must obtain permission from their respective supervisor and final approval from Human Resources.

Operational requirements must be met.

Service to the customer must be maintained or improved.

Costs to the university will not be increased.

Each office or operation must be covered during normal or core business hours.

Compressed work schedules must not diminish the ability of the department to assign responsibility and accountability to individual employees for the provision of services and performance of their duties.

Compressed workweek schedules must be set (not varying from pay period to pay period), but may be any of the following for a two (2) week pay period:

- Four (4) ten-hour days each week, with a work day off each week
- Four (4) nine-hour days and one (1) four-hour work day off each week (one (1) afternoon or morning off each week)

When a paid holiday falls on an employee's regularly scheduled day off, the following may occur:

- the employee will be granted another day off during that pay period; paid leave is allocated by the hour and not the day;
- the employee may have the option of reverting back to the regular schedule during that pay period in which the holiday falls

All requests must be in writing.

Exempt employees, by definition, will continue to receive the same salary from week to week regardless of the schedule worked.

The pre-approved compressed work schedule agreement may be terminated at any time based on business necessity.

|

## **Confidentiality Agreements**

### **Purpose:**

To prohibit the unauthorized exchange of confidential information between the employee and any other party who does not have the right to receive the information.

### **Policy:**

Any written or oral statement containing confidential, personal information related to business, financial or medical transactions, including name, birth date, address, telephone number, social security number, personal photograph, amounts paid or charged on University charge cards is to be safeguarded.

It is the legal and ethical responsibility of all Florida International University faculty, staff employees, students, and volunteers to preserve and protect the privacy, confidentiality and security of all confidential information, written or verbal, acquired during their course of work at Florida International University. Use of confidential information for any personal gain, or offer of such information to any individuals or publications to the detriment of Florida International University during or subsequent to employment is forbidden.

Willful violation or unauthorized activities compromising the Confidentiality Agreement made between the employee and employer (Florida International University) will constitute just cause for disciplinary action up to and including termination of employment.

### **Confidentiality, Nondisclosure and Computer Practice Agreement**

As an employee of Florida International University, ("University"), I, ("Employee"), agree to observe all the provisions of this Confidentiality, Nondisclosure, and Computer Practice Agreement "Agreement"), as well as all other rules and policies currently in effect and which the University may announce from time to time in accordance with applicable law. I specifically agree to the following:

I recognize that my position with the University requires considerable responsibility and trust, and, in reliance on my loyalty, the University has entrusted me with information that may be confidential, highly sensitive, restricted, or proprietary trade secret information, including, but not limited to, information relating to present, past, or anticipated future research. I agree to keep said information confidential.

I agree not to use or disclose any information entrusted to me by virtue of my employment with the University, either during or after my employment with the University, except during my employment as required to perform my duties for the University, or as may be required by law. I understand that as a result of my employment at the University I may be exposed to information regarding personnel matters for which there is an expectation of privacy and confidentiality. I agree that I will maintain in absolute and complete confidentiality all information relating to personnel matters that I have obtained in the course of my employment. I understand that this policy does not prevent me from responding to any legal process or court order.

Upon the request of the University and, in any event, upon the termination of my employment, I will return to the University all property of the University and all University documents including, but not limited to, training materials, personnel records, employee handbooks, memoranda, notes, records, manuals, or other documents pertaining to the University's affairs.

I understand that, as an employee of the University, I am responsible for the use of information acquired during the course of my duties. Use of the University's confidential information in a manner that conflicts with my responsibilities as an employee of the University or for my own personal gain whether during or subsequent to my employment at the University is strictly forbidden. I am hereby advised that such willful or unauthorized activities will result in disciplinary action, up to and including termination of my employment, regardless of whether criminal or civil penalties are imposed.

I am fully aware that as a University employee, I am likely to have access to students' records. The federal law known as the Family Educational Rights and Privacy Act (FERPA) and Section 1002.22 of the Florida Statutes, prohibit the University from disclosing students' "educational records" without the student's consent or a properly served and issued subpoena. Generally, any information which relates to a student's attendance at the University is an educational record including, but not limited to,

grades, transcripts, medical information, scholarship and financial reports, and the like. Further, such information may not be disclosed to the student's parent unless the student is dependent of the parents as defined by federal law. I am aware that I must seek advice before releasing any information about any University student to anyone other than the student. I should refer inquiries about student record to the Registrar's Office or the Office of the General Counsel.

I further understand that in the course of my employment, I am likely to use the University's computing system and I may have access to information or systems that are highly sensitive. I understand that any unauthorized, deliberate action which damages or disrupts a computing system, alters its normal performance, or causes it to malfunction is a violation of the University's Code of Computer Practice, regardless of system location or time duration. Accordingly, the willful introduction of computer "viruses," "worms," "denial of service" (DOS) routines, or other disruptive/destructive programs into the University computing environment, via external networks to which the University is connected, is expressly prohibited. The use of any University computing or telecommunications device to gain unauthorized access to a non-University computing system is also prohibited, whatever the intent of such access may be. Further, I am aware that I am prohibited from using the University computer accounts in association with any non-University commercial or private purpose or enterprise. This includes, but is not limited to, advertising a product or service on personal Web pages, fund-raising or advertising on behalf of unsanctioned non-University organizations, publicizing of unsanctioned non-University activities, the reselling of University resources except as expressly authorized by the University, and the unauthorized use of the University's name or logos.

I have read this Agreement; I understand it and I agree to abide by its terms and conditions.

\_\_\_\_\_  
Employee Signature                      Date

\_\_\_\_\_  
Witness                                      Date

## **Conflict of Interest**

### **Purpose:**

The University is required by the Florida Statutes and the University Code of Conduct to ensure that its employees follow a code of conduct which avoids any conflict of interest, or appearance of conflict of interest, between the performance of the employee's public duties and any outside personal interests.

### **Definition:**

"Outside activity" shall mean any private practice, private consulting, additional employment, teaching or research, or other activity, whether compensated or uncompensated, which is not part of the employee's assigned duties and for which the University provides no compensation.

"Conflict of interest" shall mean any conflict between the private interests of the employee and the public interests of the University, the Board of Governors, or the State of Florida, or any activity which interferes with the performance of the employee's professional or institutional responsibilities or obligations.

### **Policy:**

Conflicts of interests, including those arising from University or outside activities are prohibited. Employees are responsible for resolving such conflicts of interest, working in conjunction with their supervisors and other University officials.

Any University employee considering outside activity/interest is required to complete the Report of Outside Activity Form prior to engaging in such activity and may not engage in such activity until the outside activity has been approved.

The Report of Outside Activity Form must be completed on an annual basis and/or when an outside activity begins or substantially changes, or has not been previously reported. Faculty employees must make this report each year even if they are not engaged in an outside activity.

The reporting provisions shall not apply to activities performed wholly during a period in which the faculty employee has no appointment with the University.

### **Death of an Employee**

**Purpose:**

To administer a uniform policy for reporting the death of an employee.

**Policy:**

Dean, Directors and/or Department Heads must report the death of an employee to the Division of Human Resources as soon as possible, after receiving notice.

### **Direct Deposit**

**Purpose:**

To outline and enforce a mandated process for the disbursement of compensation.

**Policy:**

As a condition of employment, all employees are required to authorize their paychecks to be electronically submitted to their financial institutions.

Failure to comply with this requirement will result in termination of employment.

### **Disciplinary Actions**

**Purpose:**

To establish a policy and provide guidelines for the application of disciplinary actions for University employees.

**Definitions:**

**Severe Disciplinary Actions** - defined as suspensions, demotions and involuntary terminations.

**Suspension** - occurs when an employee is taken off duty for a day or more without pay.

**Involuntary Demotion** - occurs when an employee is involuntarily subjected to a reduction in pay and higher functioning duties are permanently removed resulting in a lower level position.

**Involuntary Termination** - occurs when an employee is permanently separated from University employment.

**Policy:**

The University is committed to the theory of progressive discipline and as such a Pre-Disciplinary Review (PDR) must be conducted in conjunction with Human Resources before severe disciplinary action is imposed. The PDR shall provide a level of review for severe disciplinary actions recommended by supervisors. Based on the severity and the frequency of the offense or occurrence, disciplinary actions may take the form of reprimands, demotions, suspensions and dismissals.

Human Resources will ensure that all pertinent information is obtained so that employee behavior which necessitates disciplinary action shall be determined by the employee's supervisor in consultation and with the approval of the Vice President for Human Resources or his/her designee.

Based on the severity of the offense, the University reserves the right to impose discipline at any level, including immediate termination.

### **Dual Employment and Compensation**

**Purpose:**

To administer the approval of additional University employment and compensation.

**Policy:**

All employees may be approved for secondary employment which constitutes dual employment provided such employment does not interfere with the regular work of the employee, and does not result in any conflict of interest between the two (2) activities, and is determined as being in the best interest of the University.

Approval must be requested and granted by Human Resources prior to commencement of the secondary employment.

The University is considered "the employer," whether the secondary duties are performed for the primary department, or for another department at the University.

## **Educational Incentive Awards**

### **Purpose:**

To encourage professional development and reward employees who acquire a degree, a professional license and/or professional certification from an accredited institution or professional organization.

### **Policy:**

Exempt and non-exempt employees may be granted an Educational Incentive Award upon submission of a program of study, degree and/or certification being pursued.

Course of study should be relevant to the position and/or departmental needs. Participation by the employee should be pre-approved by the Department Head.

Upon completion of program/degree/certification, employee submits written confirmation of the completed coursework/license/certification to supervisor.

The Educational Incentive Award is paid as a one-time bonus upon submission of proof of completion as follows:

Associate Degree	\$ 500
Baccalaureate Degree	\$1,000
Master's Degree	\$1,500
Doctorate Degree/Juris Doctor	\$2,000
Apprenticeship	\$ 500
Journeyman	\$ 750
Professional Registration or License	\$1,000
Professional Certification	\$ 500

## **Employment Offers**

### **Purpose:**

To provide new employees with information regarding the terms and conditions of employment at the University and to ensure consistent personnel records indicating their acceptance.



**Policy:**

All offers of employment will be centrally administered by the Division of Human Resources. The signed, original Offer of Employment becomes a permanent part of the employee's personnel file.

### **Exit Reviews**

**Purpose:**

To administer a program to collect data regarding working conditions and other qualitative information from exiting employees as well as to ensure retrieval of University assets when an employee separates from employment.

**Policy:**

All employees separating from the University are required to comply with the Exit Review Program which includes the:

- Exit Review Questionnaire, and
- Separation Clearance Form

All outstanding debts of departing employees, including the face value of any University asset not returned upon separation, will be deducted from final funds due to the employee, upon giving the employee written notification of the amount to be deducted and the reason thereof. If the final salary and accrued leave, if any, are not sufficient to satisfy the amount owed, any outstanding balance will be placed in Accounts Receivable with the Controller's Office.

### **Firearms and Dangerous Weapons**

**Purpose:**

To establish a policy that prohibits the possession, storage, use or manufacturing of dangerous articles which pose a threat to the safety of persons or property.

**Policy:**

The provisions of this policy are applicable to all employees, students, and any other individuals visiting or conducting business at the University. The only exceptions to this policy are as follows:

- Law enforcement officers who are in uniform.
- University law enforcement personnel.

- Faculty in the performance of instructional or research responsibilities, only with written approval from the Provost and previous notification to the University's Chief of Police.

All persons, except for those exempted above, are prohibited from possession, storage, manufacturing, or use of a dangerous implement, including but not limited to, firearms, destructive devices, explosives, slingshots, weapons, tear gas guns, electric weapons or devices and fireworks, on any property owned, used or under the control of Florida International University.

For purposes of this policy, the University's campuses and dormitories are not considered to be private residences, homes or places of business but rather property owned by the University; therefore, individuals licensed to carry firearms are not exempted from the provisions of this policy on those premises.

Any violation of this policy will result in immediate termination of employment.

### **Flexible Work Schedule (Flextime)**

Purpose:

To administer the use of a flexible work schedule consistent with the University's efforts toward work/life balance.

Policy:

Flexible work hours may be instituted both to assist employees in their personal planning and to maintain productivity.

Flextime may occur up to two (2) hours before and two (2) hours after the employee's regular schedule.

Flexible schedules must be recommended by the supervisor, planned in accordance with the work functions and service objectives of the department and the University operations, and approved by Human Resources.

The supervisor must establish a core period of time when all employees are in attendance.

The pre-approved flexible work schedule agreement may be terminated at any time based on business necessity.

## **FMLA, Parental and Medical Leave**

### **Purpose:**

To administer the federally mandated Family and Medical Leave Act (FMLA) in accordance with University guidelines.

### **Policy:**

#### **Family Medical Leave Act (Applies to all Employees)**

The Family and Medical Leave Act of 1993 (FMLA) grants up to twelve (12) work weeks of leave within a twelve (12) month period for certain family and medical reasons. The leave may be paid, unpaid, or a combination of both.

To qualify, an employee must use FMLA for the following reasons:

- The birth of a child and in order to care for that child;
- The placement of a child for adoption or foster care, and to care for the newly placed child;
- To care for a spouse, child, or parent - but not a parent-in-law with a serious health condition; or
- The serious health condition of the employee.

To be eligible for FMLA leave, an employee must:

- Have worked for the employer at least twelve (12) months; and
- Have worked at least 1,250 hours during the twelve (12) months prior to the start of the FMLA leave.

The University will grant the twelve (12) week period under FMLA to eligible employees for the four reasons stated above and additional leave not to exceed a total of six (6) months for the following three reasons:

- The birth of a child and in order to care for that child (parental leave);
- The placement of a child for adoption or foster care, and to care for the newly placed child (parental leave); or
- The serious health condition of the employee (medical leave).

An employee who takes leave under this policy will be able to return to the same position or a position with equivalent status, pay, benefits and other employment conditions.

#### **Parental Leave (Excludes Temporary and Student Workers)**

While an employee is on parental leave, the University will continue paying the matching portion of the employee's health and basic State life insurance premiums up to six months during the leave period.

If the employee has accrued or earned paid leave, the employee must use paid leave first and take the remainder of the leave period as unpaid leave. A combination of accrued vacation and sick leave must be used. Leave may also be used intermittently or under certain circumstances may use the leave to reduce the workweek or workday, resulting in a reduced work schedule.

Parental leave of absence requests shall be in writing, when possible, with at least thirty (30) days notice. If it is not possible to give thirty (30) days' notice, the employee must give as much notice as is practicable. The request must indicate the period of leave to be granted and the date the employee will return to work.

For parental leave, documentation must be provided by the employee's doctor or spouse's doctor of the expected due date. Parental leave may begin no more than two (2) weeks prior to the delivery date.

An employee, who takes leave under this policy, will be able to return to the same position or a position with equivalent status, pay, benefits and other employment conditions.

#### **Medical Leave (Excludes Temporary and Student Workers)**

While an employee is on medical leave, the University will continue paying the matching portion of the employee's health and basic State life insurance premiums up to six (6) months during the leave period.

If the employee has accrued or earned paid leave, the employee must use paid leave first and take the remainder of the leave period as unpaid leave. A combination of accrued vacation and sick leave may be used. Leave may also be used intermittently or under certain circumstances may use the leave to reduce the workweek or workday, resulting in a reduced work schedule.

Medical leave of absence requests shall be in writing, when possible, with at least thirty (30) days notice. If it is not possible to give thirty (30) days' notice, the employee must give as much notice as is practicable. A doctor's note must accompany the request indicating reason and period of absence.

An employee, who takes leave under this policy, will be able to return to the same position or a position with equivalent status, pay, benefits and other employment conditions.

## **Holidays**

### **Purpose:**

To establish holidays observed by the University.

### **Policy:**

The University observes eleven (11) paid holidays a year that allow the University to close offices and discontinue operations that will not affect the academic calendar or those services necessary to the University community and to the public.

The approved Holidays are:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- Two Winter Break Days

Holidays falling on Saturday are observed the preceding Friday. Holidays falling on Sunday are observed on the following Monday.

Any employee who is in non-pay status for the entire day before a holiday shall not be eligible to receive payment for the holiday.

Workloads, emergency conditions, or certain critical staff may be required to work on a holiday.

The University President will designate two (2) days towards a Winter Break between the end of the fall semester and the beginning of the spring semester of each year. The two days will be designated based on University needs and schedules. Eligible employees who are required to work during the Winter Break will be granted the same number of days as those of the approved Winter Break to be taken before June 30<sup>th</sup> of that fiscal year.

## **1-9 Requirements**

### **Purpose:**

To enforce the federal requirements for certification of employment eligibility within the United States.

### **Policy:**

All employees must complete an 1-9 (Employment Eligibility Verification) form within the first three days of employment.

An employer found to have recruited or employed an unauthorized alien for employment in the United States, shall be subject to pay a civil fine. An employer can be fined not less than \$275 and not more than \$2,200, for each unauthorized alien for the first offense. An employer can be fined from \$2,200 and \$5,500 per unauthorized alien for a second offense, and between \$3,300 and \$11,000 for each third or subsequent offense.

## **Information Technology Security**

### **Purpose:**

To provide guidelines for information technology security

### **Policy:**

As part of Florida International University's mission, we strive to keep our resources safe and secure. In order to fulfill the mission of teaching, research and public service, the University is committed to providing a secure computing and networking environment that assures the integrity, availability, and confidentiality of information and information resources.

### **Protecting University's resources is a critical part of its mission.**

If you have any concerns about using or protecting information or Information Technology Resources to which you have access or control, you should contact the IT Security Office, [Security@fiu.edu](mailto:Security@fiu.edu).

### **General Responsibility**

Each member of the University community is responsible for adhering to all federal, state and local laws and University rules, regulations and policies, as the same may be amended from time to time, pertaining to the security and protection of electronic information resources that he/she uses, and/or over which he/she has access or control.

Resources to be protected include networks, computers, software, and data. The physical and logical integrity of these resources must be protected against threats such as unauthorized intrusions, malicious misuse, or inadvertent compromise. Contractors and participants in any activities outsourced to non-University entities must comply with the same security requirements.

### **Enforcement**

Persons who fail to adhere to this Policy may be subject to penalties as provided by law and/ or disciplinary action, including dismissal or expulsion. Violations will be handled through the University disciplinary policies applicable to employees and students. The University may also refer suspected violations of applicable law to appropriate law enforcement agencies.

Unauthorized or fraudulent use of University computing or telecommunications resources can also result in felony prosecution as provided for in the Federal and State of Florida Statutes.

### **Compliance**

I have read and I understand the above University General IT Security Policy and will adhere to all applicable laws, rules, regulations and policies pertaining to the security and protection of the University's electronic information resources.

## **Laws, Rules and Regulations Impacting the Use of Florida International University Information Technology Resources and Addressing Privacy and Security Requirements**

This is a representative list of the federal and State of Florida laws, rules and regulations that Florida International University, its faculty, staff and students must follow in their use of the University's information technology resources. This list is not comprehensive, but is intended to assist the reader to develop a basic understanding of the legal framework applicable to the activities of University, its faculty, staff and students in the information technology environment.

### **Federal Laws:**

Child Pornography Prevention Act of 1996, 18 U.S.C. §§ 2251 *et seq.*

Copyright Laws, 17 U.S.C. §§ 101 *et seq.*

Credit Card Fraud, 18 U.S.C. § 1029

Criminal Infringement of a Copyright, 18 U.S.C. § 2319

Digital Millennium Copyright Act, 17 U.S.C. §§ 1201 *et seq.*

Economic Espionage Act of 1996, 18 U.S.C. §§ 1831-39

Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-22 ("The Wiretap Act")

Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA" also known as the "Buckley Amendment")

Fraud and related activity in connection with computers, 18 U.S.C. § 1030 *et seq.*

Health Insurance Portability and Accountability Act, Administrative Simplification Provisions, 42 U.S.C. § 1320d, *et seq.* ("HIPAA")

HIPAA Privacy Rule, 45 C.F.R. Part 160; 45 C.F.R. Part 164, Subparts A and E

HIPAA Security Rule, 45 C.F.R. Part 164, Subpart C

Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (HR 2002)

Unlawful Access to Stored Communications, 18 U.S.C. §§ 2701 *et seq.*

USA PATRIOT Act of 2001, Pub. L. No. 107-56, 115 Stat. 272

### **Florida Laws:**

Computer Crimes Act, Fla. Stat. §§ 815.01 *et seq.*, §§ 775.082-084

Computer Pornography and Child Exploitation Prevention Act of 1986, Fla. Stat. §§ 847.0135 *et seq.*

Florida Public Records Act, Fla. Stat. Chapter 119

### **Helpful Links:**

Official Web site for the U.S. Patent and Trademark Office,



[www.uspto.gov/main/trademarks.htm](http://www.uspto.gov/main/trademarks.htm)

Official Web site for the U.S. Copyright Office, [www.copyright.gov/](http://www.copyright.gov/)

**Information on the Fair Use Doctrine:**

U.S. Copyright Office, Circular 21, Reproduction of Copyrighted Works by Educators and Librarians, [www.copyright.gov/circs/circ21.pdf](http://www.copyright.gov/circs/circ21.pdf)

[www.copyright.gov/help/faq/faq-fairuse.html](http://www.copyright.gov/help/faq/faq-fairuse.html)

[www.copyright.gov/fls/fl102.html](http://www.copyright.gov/fls/fl102.html)

Official Web site for the U.S. Department of Health and Human Services, Office of Civil Rights, on HIPAA, [www.hhs.gov/ocr/hipaa/](http://www.hhs.gov/ocr/hipaa/)

Official Web site for the U.S. Department of Education, [www.ed.gov/](http://www.ed.gov/)

**Information on FERPA:**

[www.ed.gov/policy/gen/guid/fpco/ferpa/](http://www.ed.gov/policy/gen/guid/fpco/ferpa/)

**University IT Policies**

University Code of Computing Practice, <http://uts.fiu.edu/index.cfm?action=code>

Universitynet Acceptable Use Policy, <http://uts.fiu.edu/index.cfm?action=acceptpolicy>

University Academic Affairs Policies & Procedures Manual,  
<http://www.fiu.edu/provost/polman/sec11web.html#11.00>

IT Security Policies

<http://Security.fiu.edu>

**Confirmation**

Please enter your Panther ID and User Name for confirmation that you have read and understood the University Information Technology Security Policy. Failure to do so may result in the loss of access to University Information Technology Resources.

Panther ID \_\_\_\_\_

User Name \_\_\_\_\_

## **Internal Recruitment, Promotions, Demotions & Transfers**

### **Purpose:**

To allow hiring departments to provide employees with internal career-pathing opportunities.

### **Policy:**

Internal recruitment will be utilized to support career mobility of qualified existing employees, consistent with equal employment and affirmative action objectives. If a suitable candidate is not found internally, the department will recruit outside University to obtain the best, qualified candidate for the position.

Decisions regarding the career mobility of employees will be based on job-related factors such as their ability to meet the minimum requirements of the position, perform the essential functions of the position, past performance in their current position and the level of experience within the current position.

Internal recruitment will be utilized to support career advancement of qualified internal candidates, so long as it is consistent with equal employment and affirmative action objectives.

The following career-pathing opportunities encompass the methods by which employees may move from one position to another:

### **Promotion**

The upward mobility of an employee from one position to another position having a greater degree of responsibility and a higher salary range maximum.

A promotion can be within the same division/department or from one division/department to another.

An employee being promoted will have his/her salary set in accordance with University's Compensation Guidelines.

### **Demotion**

The downward mobility of an employee from one position to another position with a lesser degree of responsibility and a lower salary range maximum.

A demotion can be voluntary or involuntary within the same division/department or from one division/department to another.

An employee being demoted will have his/her salary adjusted in accordance with FIU's Compensation Guidelines.

### **Transfer**

The lateral movement of an employee from a position in one class, to a different position within the same class or in a different class, having the same degree of responsibility and the same salary range maximum. A transfer can be voluntary or involuntary.

An employee being transferred usually maintains their current salary.

### **Jury Duty and Court Appearances**

Purpose:

To administer a policy regarding jury duty and subpoena for court appearances.

Policy:

An employee summoned as a member of a jury panel shall be granted leave with pay and any jury or witness fees shall be retained by the employee. Leave granted hereunder shall not affect the employee's vacation or sick leave balance.

An employee subpoenaed to represent the University shall have such duty considered a part of the employee's job assignment. The employee shall be paid travel expenses and incidentals. The employee shall give the University any fees received.

An employee is not paid for time off work because they were subpoenaed to appear in court for criminal or civil cases being heard in connection with the employee's personal matters, including but not limited to, appearing in traffic court, divorce proceedings, custody hearings, appearing as directed with a juvenile, etc. or service as a paid expert witness. The time off may be charged to accrued compensatory time (if applicable), vacation leave, or may be taken as leave without pay.

### **Learning Opportunities**

Purpose:

To establish a learning culture in which all employees are encouraged to develop their professional skills and enhance their performance, both in their current position and for future University career opportunities.

**Policy:**

All employees shall participate in a minimum of twenty (20) hours of professional development per calendar year. This development occurs during regularly scheduled work time, and must be approved by the Dean, Director, or Department Head.

All employees are expected to have a Learning Goal established in their annual performance discussion with their immediate supervisor. Professional development can take the form of attendance in in-house learning programs provided by the Division of Human Resources - Department of Organization Development and Learning, participation in external workshops and conferences, or other department-specific training.

Included in the expected twenty (20) hours of professional development are any programs that may be required by the University, such as the New Employee Experience, Sexual Harassment Awareness & Prevention, Performance Development Process (PDP), Supervisory Excellence, and others. Attendance in programs for professional certifications, licensures, etc. will also count towards the 20 hours of professional development.

### **Leave Pending Investigation**

**Purpose:**

To establish a policy on granting leave pending an investigation.

**Definition:**

"Leave pending investigation" is approved leave with pay, with no reduction of personal accrued leave.

**Policy:**

When the President or designee has reason to believe that the presence of an employee on university property presents a threat to the health or safety of the employee or anyone in the university community, or represents a threat of substantial disruption or interference with the normal operations of the university community, the President or designee may place the employee on paid or unpaid leave pending investigation of the occurrence. The President or designee may also direct that the employee be removed from university property until the investigation is completed.

## **Loyalty Oath**

### **Purpose:**

To administer a procedure for obtaining a signed Loyalty Oath from every University employee.

### **Policy:**

Every employee of the University, as a condition of employment, shall execute a proper oath of loyalty as required by State law.

### **Applies to Law Enforcement Personnel:**

All employees appointed to sworn positions shall take and subscribe to the following "Canon of Law Enforcement Ethics":

"As a Law Enforcement Officer, my fundamental duty is to serve mankind; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation and the peaceful against violence or disorder; and to respect the Constitutional right of all men to liberty, equality and justice."

## **Military Leave**

### **Purpose:**

To establish a policy that defines the leave specifications for Military Leave.

### **Policy:**

An employee, except an employee in a temporary position, who is drafted, volunteers for active military service, or who is ordered to active duty shall be eligible for military leave.

An employee shall receive their full pay in addition to their military pay for the first thirty (30) days of active duty. After the initial thirty (30) days, the law allows those on active duty to receive the necessary pay to fill any gap between their military and civilian pay and continue their existing benefits. Leave payment of this type shall be made only upon military authority that thirty (30) days of military service have been completed.

Upon Separation from the military service, the employee shall be eligible to return to the former position held or a different position in the same class in the same geographic location provided the employee is honorably discharged.

## **Nepotism**

### **Purpose:**

To ensure that no preferential treatment will be afforded to individuals based on relationships that may place undue or inappropriate influence on terms and conditions of employment.

### **Definition:**

For the purpose of this policy, "relationship" is defined as individuals related by blood, marriage, adoption (e.g. father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister, Florida Statute Section 12.3135(1)(d)); a person a public employee intends to marry, or with whom the public employee intends to form a household, or any other natural person having the same legal residence as the public employee, Florida Statute Section 112.312, Code of Ethics; domestic partnership, dating, or other personal relationship in which objectivity might be impaired. "Line of authority" is defined as authority extending vertically through one or more organizational levels of supervision or management.

### **Policy:**

Relationship to another individual employed by the University shall not constitute a bar to hiring, promotion or reappointment, provided, that no employee shall be under the direct or indirect supervision or control of a related individual. The University retains the right to refuse to appoint a person to a position in the same department, division or facility, whereby his/her relationship to another employee can create an adverse impact on supervision, safety, security, morale, or involves a potential conflict of interest.

Individuals should not be employed in a department or unit, which will result in a subordinate-supervisor relationship between such individuals and any related individual as defined above through any "line of authority." Related individuals, as defined by this policy, may not be supervised or work in the same division, department, or unit without prior approval from the Vice President of Human Resources.

## **Neutral, Internal Resolution of Policy Disputes**

### **Purpose:**

To establish and maintain a process for resolving disputes concerning BOT-PBA-LTS Policies.

### **Policy:**

#### **1. Policy/Informal Resolution.**

The parties agree that all problems should be resolved, whenever possible, before the filing of a complaint but within the time limits for filing complaints stated elsewhere in this Policy, and encourage open communications between administrators and employees so that resort to the formal neutral, internal policy dispute resolution will not normally be necessary. The parties further encourage the informal resolution of complaints whenever possible. At each step in the neutral, internal policy dispute resolution process, participants are encouraged to pursue appropriate modes of conflict resolution. The purpose of this Policy is to promote a prompt and efficient procedure for the investigation and resolution of complaints. The procedures hereinafter set forth shall be the sole and exclusive method for resolving the complaints of employees as defined herein.

#### **2. Resort to Other Procedures and Election of Remedy.**

(a) The filing of a complaint constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes, or to the review of such actions under University procedures that may otherwise be available to address such matters. For rights or benefits that are provided exclusively by a BOT-PBA-LTS Policy this neutral, internal dispute resolution procedure shall be the sole review mechanism. Only those acts or omissions and sections of the BOT-PBA-LTS Policies identified at the initial filing may be considered at subsequent steps.

(b) Except where an employee files a grievance alleging violations of the BOT-PBA-LTS Agreement in connection with the same act or omission pursuant to the Grievance and Arbitration provisions of the BOT-PBA-LTS Agreement, if prior to seeking resolution of a dispute by filing a complaint hereunder, or while the Policy Dispute Resolution process is in progress, an employee requests, in writing, the same remedy of the matter in any other forum, whether administrative (including the Public Employees Relations Commission) or judicial, the University shall have no obligation to entertain or proceed further with the complaint pursuant to this Policy. As an exception to this provision, a complainant may file an EEOC charge while a complaint is in progress when such filing becomes necessary to meet federal filing guidelines pursuant to 42 U.S.C. §2000e et. seq. Further, since the parties do not intend that this Neutral, Internal Resolution of Policy Disputes procedure be a device for appellate review, the President's response to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any procedure other than the Neutral, Internal

Resolution of Policy Disputes procedure shall not be an act or omission giving rise to a complaint under this Policy.

3. Definitions and Forms. As used in this Policy:

(a) Complaint. The term "complaint" shall mean a dispute concerning the interpretation or application of a specific term or provision of a BOT-PBA-LTS Policy appended to the BOT-PBA-LTS Agreement, subject to those exclusions appearing in the Policy. A complaint shall be filed on a Complaint Form, attached to this Policy.

(b) Complainant. The term "complainant" shall mean an employee or group of employees who has/have filed a complaint in a dispute over a provision of a BOT-PBA-LTS Policy that confers rights upon the employee(s). The PBA-LTS may file a complaint in a dispute over a provision of a BOT-PBA-LTS Policy that confers rights upon a group of employees or upon the PBA-LTS. The parties may agree to consolidate complaints of a similar nature to expedite the review process. In a consolidated complaint, one appropriate Form may be attached, bearing the signatures of the complainants.

(c) Complaint Forms. Each Complaint, Request for Step 2 Review, and Notice of Demand for Internal Policy Dispute Resolution by a Panel must be submitted in writing on the appropriate forms attached to this Policy and Appendix B, and shall be signed by the complainant(s). All complaint forms shall be dated when the complaint is received. If there is difficulty in meeting any time limit, the PBA-LTS representative may sign such documents for the complainant; however, complainant's signature shall be provided prior to the Step 2 meeting.

(d) Days. The term "days" shall mean calendar days.

4. Burden of Proof. In all complaints, except disciplinary complaints in accordance with the BOT-PBA-LTS Policy on Disciplinary Actions, the burden of proof shall be on the complainant. In disciplinary complaints, the burden of proof shall be on the University.

5. Representation. The PBA-LTS shall have the exclusive right to represent any employee in a complaint filed hereunder, unless an employee elects self-representation or to be represented by legal counsel. If an employee elects not to be represented by the PBA-LTS, the University shall promptly inform the PBA-LTS in writing of the complaint. No resolution of any individually processed complaint shall be inconsistent with the terms of any applicable BOT-PBA-LTS Policy or the BOT-PBA-LTS Agreement, and for this purpose the PBA-LTS shall have the right to have an observer present at all meetings called for the purpose of discussing such complaint and shall be sent copies of all decisions at the same time as they are sent to the other parties.



6. Complaint Representatives. The PBA-LTS shall annually furnish to the University a list of all persons authorized to act as complaint representatives and shall update the list as needed. The PBA-LTS complaint representative shall have the responsibility to meet all classes, office hours, and other duties and responsibilities incidental to the assigned workload. Some of these activities are scheduled to be performed at particular times. Such representative shall have the right during times outside of those hours scheduled for these activities to investigate, consult, and prepare complaint presentations and attend complaint hearings and meetings. However, such investigations and consultations will not interfere with the normal operations of the University. Should any complaint hearings or meetings necessitate rescheduling of assigned duties, the representative may, with the approval of the appropriate administrator, arrange for the fulfillment of such duties. Such approval shall not be unreasonably withheld.

7. Appearances.

(a) When an employee participates during scheduled hours in a neutral policy dispute resolution proceeding or in a meeting between the complainant, complainant's counsel or PBA-LTS representative and the University, that employee's compensation shall neither be reduced nor increased for time spent in those activities

(b) Prior to participation in any such proceedings, conferences, or meetings, the employee shall make arrangements acceptable to the appropriate supervisor for the performance of the employee's duties. Approval of such arrangements shall not be unreasonably withheld. Time spent in such activities outside scheduled hours shall not be counted as time worked.

**Procedures:**

A. Filing.

(1) A complaint shall be filed with the Vice President of Human Resources or his/her designee at Step 1 within fourteen (14) days following the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. The complainant may amend the Step 1 Form one time prior to the Step 2 meeting. Only those acts or omissions and sections of BOT-PBA-LTS Policy identified at the Step 1 filing as amended in accordance with this paragraph may be considered at subsequent Steps.

(2) The filing of a complaint constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes, or to the review of such actions under University procedures which may otherwise be available to address such matters.

(3) An employee may seek redress of a salary action alleged to be unsupported by performance or job related criteria by filing a complaint under the provisions of the Policy. An act or omission giving rise to such a complaint may be the employee's receipt of salary during any pay period, but in no case shall the Panel's award of back salary be retroactive to a date earlier than the date of that act or omission, or twelve months from the date the complaint is filed, whichever is less.

B. Time Limits. All time limits in this Policy may be extended by mutual agreement of the parties in writing. Mutual agreement may be evidenced by e-mail exchanges. If the University fails to provide a Step 2 decision within the time limits provided in this Policy due to a University-caused delay, the University shall pay all costs of the Neutral, Internal Resolution of Policy Disputes by a Panel ("Step 3") should the PBA-LTS elect to take the complaint to neutral, internal policy dispute resolution by a Panel. Upon the failure of the complainant or the PBA-LTS, where appropriate, to file an appeal within the time limits provided in this article, the complaint shall be deemed to have been resolved at the prior step. The "end of the day" shall mean 5 PM. The date of receipt shall not be included in the count of days. Compliance with any time limit under this Policy shall be determined by the date-stamped receipt executed by the office receiving the complaint or the decision, or by the date of the mailing as indicated by the postmark.

C. Step 1.

All complaints shall be placed in Step 1 informal resolution status for fourteen (14) days unless both the University and PBA-LTS agree otherwise. During the Step 1 informal resolution period, efforts to resolve the complaint informally shall be made. Upon request of the complainant, complainant's representative, or the appropriate administrator, the University representative shall, during the Step 1 informal resolution period, arrange an informal meeting between the appropriate administrator and the complainant. The complainant shall have the right to representation by the PBA-LTS or legal counsel during attempts at informal resolution of the complaint. Any party bringing legal counsel to the informal meeting shall provide at least five (5) days advance written notice to all other parties. If the complaint is not satisfactorily resolved during the Step 1 informal resolution period, the complainant may give written notice to the President or designee requesting Step 2 review within fourteen (14) days from the expiration of the Step 1 period. If the complainant does not request a Step 2 review within fourteen (14) days from the expiration of the Step 1 informal resolution period or any extension of that period, the complaint shall be deemed informally resolved to the complainant's satisfaction and need not be processed further.

D. Step 2.

(1) Meeting. The President or designee and the complainant and/or the complainant's representative shall meet no sooner than ten (10) days and no later than thirty (30) days following receipt of the complainant's request for a Step 2 meeting. At the Step 2 meeting, the complainant shall have the right to present any evidence in support of the complaint, and the complainant and/or the complainant's representative or the complainant's legal counsel and the President or designee shall discuss the complaint. Any party bringing legal counsel to the Step 2 meeting shall provide at least five (5) days advance written notice to all other parties.

(a) Decision. The President or designee shall issue a written decision, stating the reasons therefore, to complainant's Step 2 representative within fifteen (15) days following conclusion of the Step 2 meeting. A copy of the decision shall be sent to the complainant, to the complainant's representative and to PBA-LTS if complainant elected self-representation or representation by legal counsel.

(b) Documents. The President or designee shall make available to the complainant or the complainant's representative all documentation referenced in the Step 2 decision prior to its issuance. All documents referred to in the Step 2 decision and any additional documents presented by the complainant shall be attached to the decision, together with a list of these documents. In advance of the Step 2 meeting, the complainant shall have the right, upon written request, to a copy of any identifiable documents relevant to the complaint.

E. Step 3. Neutral, Internal Resolution of Policy Disputes by a Panel

(1) Filing.

(a) If the complaint has not been satisfactorily resolved at Step 2, PBA-LTS may, upon the request of the complainant, proceed to Neutral, Internal Resolution of Policy Disputes by a Panel by filing a written notice of the intent to do so. Notice of intent to proceed to Neutral, Internal Resolution of Policy Disputes by a Panel must be filed with the President or designee within fourteen (14) days after receipt of the Step 2 decision by the complainant's Step 2 representative and shall be signed by the complainant and PBA-LTS. The complaint may be withdrawn by the complainant or by the PBA-LTS representative at any point prior to issuance of the Panel's decision.

(b) Issues of Applicability. The parties shall stipulate to the issue(s) prior to the hearing before the Panel. If the parties are unable to stipulate to the issue(s) prior to such hearing, the parties shall proceed to a hearing on applicability of this procedure based on either procedural or substantive concerns ("applicability"). Issues of applicability shall be bifurcated from the substantive issues and, whenever possible, determined by means of a hearing conducted by conference call. The Panel shall have ten (10) days from the hearing to render a decision on applicability. If the process is judged to be applicable to the complaint, the Panel shall then proceed to hear the substantive issue(s) in accordance with the provisions of this Policy.

(2) Criteria for Selecting Panel Members.

(a) The President or his/her designee shall appoint one member of the Panel who shall be a University employee.

(b) The PBA-LTS President or his/her designee shall appoint one member of the Panel who shall be a current or former law enforcement officer certified in the State of Florida.

(c) The third member of the Panel shall be a current educator at other educational institutions, fully retired University faculty or administrators, or professional mediators or arbitrators. Any person chosen to be the third member of the Panel who is not a professional labor arbitrator shall complete training to qualify as a professional labor arbitrator prior to being selected to serve in a dispute resolution. The costs of such training will be shared equally by the University and the PBA-LTS. No person involved in any business, employment or other relationship with the University that could reasonably be presumed to create a conflict of interest with that person's obligations as a neutral arbiter of disputes involving the University shall be eligible for inclusion as the third member of the Panel.

(d) All persons designated to be members of the Panel shall be able to serve on short notice. In addition, the University and the PBA-LTS shall jointly provide all Panel members with orientation and training in BOT-PBA-LTS Policies including this Neutral, Internal Resolution of Policy Disputes procedure. The costs of such training will be shared equally by the University and the PBA-LTS.

(3) Selection of a Panel.

(a) Within fourteen (14) days after receipt of a notice of intent to proceed to neutral, internal policy dispute resolution, representatives of the University and the PBA-LTS shall designate their representatives to the Panel.

(b) The appointees to the Panel pursuant to (a) above, shall select the third member of the Panel who shall meet the criteria set forth in 2(c).

(c) The third appointee shall serve as the Chair of the Panel and shall be governed by the Code of Professional Responsibility for Arbitrators of Labor-Management Disputes of the National Academy of Arbitrators, the American Arbitration Association, and the Federal Mediation and Conciliation Service.

(d) The hearing by the Panel shall be held within sixty (60) days following the selection of the Panel.

(4) Authority of the Panel.

(a) The Panel shall not add to, subtract from, modify, ignore, or alter the terms or provisions of any BOT-PBA-LTS Policy or the BOT-PBA-LTS Agreement. Neutral, Internal Resolution of Policy Disputes by a Panel shall be confined solely to the application and/or interpretation of BOT-PBA-LTS Policies and the precise issue(s) submitted for Neutral, Internal Resolution of Disputes. In rendering its decision, the Panel shall refrain from issuing any statements of opinion or conclusions not essential to the determination of whether the act or event giving rise to the complaint violated applicable University regulation or policy.

(b) Where an administrator has made a judgment involving the exercise of discretion, such as decisions regarding promotion under the BOT-PBA-LTS Promotion Policy, the Panel shall not substitute its judgment for that of the administrator. Nor shall the Panel review such decision except for the purpose of determining whether the decision has violated BOT-PBA-LTS Policy.

(c) If the Panel determines that a BOT-PBA-LTS Policy has been violated, the Panel shall direct the University to take appropriate action. The Panel may award back salary where the Panel determines that the employee is not receiving the appropriate salary from the University, but the Panel may not award other monetary damages or penalties.

(5) Conduct of Hearing.

The Panel shall hold the hearing in Miami-Dade County, unless otherwise agreed by the parties. The hearing shall commence within twenty-five (25) days of all Panel members' acceptance of selection, or as soon thereafter as is practicable, and the Panel shall issue the decision within thirty (30) days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the parties. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as expressly specified in this Policy, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of this Policy, Neutral, Internal Resolution of Policy Disputes by a Panel proceedings shall be conducted in accordance with the Labor Arbitration Rules and Procedures of the American Arbitration Association.

(6) Effect of Decision. The decision or award of the Panel shall be final and binding upon the University, the PBA-LTS, and the complainant, provided that either party may appeal to an appropriate court of law a decision that was rendered by a Panel acting outside of or beyond the Panel's jurisdiction pursuant to Florida law concerning the right of appeal of a similar decision rendered in an arbitration.

(7) Venue. For purposes of venue in any judicial review of a Panel's decision issued under this Policy, the parties agree that such an appeal shall be filed in the courts in Miami-Dade County, Florida, unless both parties specifically agree otherwise in a particular instance. In an action commenced in Miami-Dade County, neither the University nor the PBA-LTS will move for a change of venue based upon the defendant's residence in-fact if other than Miami-Dade County.

(8) Fees and Expenses. All fees and expenses of the Neutral, Internal Resolution of Policy Disputes by a Panel shall be divided equally between the parties, unless mutually agreed otherwise. Each party shall bear the cost of preparing and presenting its own case.

8. Filings and Notification. With the exception of Step 2 decisions, all documents required or permitted to be issued or filed pursuant to this Policy may be transmitted by fax, United States mail, or any other recognized delivery service (note: e-mail is not an acceptable form of delivery). Step 2 decisions shall be transmitted to the complainant's representative(s) by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

9. Precedent. No complaint informally resolved, or complaint resolved at either Step 1 or 2, shall constitute a precedent for any purpose unless agreed to in writing by the University or representative and the PBA-LTS acting through its President or designee.

10. Processing.

(a) The filing or pendency of any complaint or request for Neutral, Internal Resolution of Policy Disputes by a Panel under this Policy shall not operate to impede, preclude, or delay the University from taking the action complained of. Reasonable efforts, including the shortening of time limits when practical, shall be made to conclude the processing of a complaint prior to the expiration of the complainant's employment, whether by termination or failure to reappoint. An employee with a pending complaint will not continue to be compensated beyond the last date of employment.

(b) Nothing shall authorize the University or its representative to refuse consideration of a complaint on the assertion that it was not timely filed or processed in accordance with this Policy.

11. Reprisal. No reprisal of any kind will be made by the University or the PBA-LTS against any complainant, any witness, any PBA-LTS representative, or any other participant in the Neutral, Internal Resolution of Policy Disputes procedure by reason of such participation.

12. Records. All written materials pertinent to a complaint shall be filed separately from the evaluation file of the complainant or witnesses, except (a) at the request of the complainant or witness that specific materials be included in his or her own evaluation file, or (b) where the terms of the decision or a settlement direct that a copy of the decision or settlement agreement be placed in the evaluation file of a complainant or witness. All decisions or settlement agreements resulting from complaints processed pursuant to this Policy shall specify whether or not a copy of the decision or settlement agreement is to be placed in the evaluation file(s) of any complainant or witness.

13. Expedited Dispute Resolution Procedure for Conflict of Interest/Outside Activity.

(a) The period for informal resolution of a dispute alleging a violation of the provisions of the BOT-PBA-LTS Policy on Conflict of Interest and Outside Activity shall be five (5) days from the date the complaint is filed. Such a dispute shall be heard at Step 2 by the President or designee no more than seven (7) days after a request for a Step 2 review has been filed. The President or designee shall issue a Step 2 decision no more than three (3) days after the Step 2 meeting.

(b) A request for resolution by a Neutral Panelist shall be filed within fourteen (14) days after receipt of the Step 2 decision. A Neutral Panelist shall be selected by the parties from the Neutral Pool, or by mutual agreement from outside the Neutral Pool, no more than fourteen (14) days after a request for a resolution by a Neutral Panelist is received. Selection shall be by mutual agreement or by striking names from the Neutral Pool. Each side shall have two strikes. Unless the parties mutually agree to one of the remaining two panelists, a flip of the coin will determine which of the two panelists shall hear the complaint. The order of striking shall be determined by the flip of a coin. The Neutral Panelist shall issue a memorandum of decision within seven (7) days following the conclusion of the Neutral Panelist hearing, to be followed by a written opinion and award in accordance with the provisions of this Policy.

(c) All other provisions of this Policy shall apply to these complaints, except as noted above.

### **New Employee Experience**

Purpose:

To welcome new employees to the University and to acclimate them to our mission, vision, values, policies and procedures.

Policy:

All non-faculty employees are required to attend New Employee Experience on their first day of employment, which is a Monday. Faculty members are to attend on the first available session following their first day of employment.

## **Off Duty Law Enforcement Employment**

### **Section 1 – Off Duty Law Enforcement Employment**

(A) Employees seeking to engage in law enforcement employment for an entity other than the University during off-duty hours shall request approval from the Chief or his designee prior to the date of the commencement of such employment. The request will be approved by the Chief or his designee unless it is determined that the employment conflicts with the interests of the University, the employment obligations of the officer to the University or, is contrary to the Department's policies and procedures governing outside employment.

(B) During the course of the employee's off-duty employment, the Chief or designee may make reasonable inquiries of the employee to ensure that the off duty law enforcement employment does not conflict or interfere with the employee's primary duty as a law enforcement officer for the University.

(C) Nothing herein will prevent the Chief or his designee from withdrawing the approval for Off Duty Law Enforcement employment in circumstances where it is determined that continuing said employment conflicts or, interferes with the employee's law enforcement duties and obligations to the University.

(D) The Chief may promulgate standard procedures governing Off Duty Law Enforcement employment to allow employees to have notice as to which places or manner in which Off Duty Law Enforcement employment will be typically denied or approved. The Chief will meet and confer with representatives of the PBA-LTS before finalizing the procedures or modifying them. Final decision on the procedures shall be solely within the Chief's discretion.

(E) The Report of Off Duty Employment Form must be completed on an annual basis and/or when an outside activity begins or substantially changes, or has not been previously reported.

### **Section 2 – Insurance Coverage**

While engaged in Off Duty Law Enforcement employment, the third party employer shall be responsible for any insurance or liability relative to the Off Duty Law Enforcement employment including workers' compensation. The University shall not be responsible for coverage of any liability incurred during the Off Duty Law Enforcement employment.

### **Section 3 – Disagreements Regarding the Application of this Article**



Disputes regarding the standard procedures for off duty employment and the Chief's application of those procedures will be determined by the expedited provisions of the Neutral, Internal Resolution of Policy Disputes.

### **Operational Excellence Award (OEA)**

**Purpose:**

To encourage excellence in performance and recognize exceptional individual performance.

**Policy:**

The OEA is recommended for employees who have demonstrated continuous outstanding performance have made a significant contribution to the department's mission or strategic plan and/or have provided consistent support to the department's objectives.

The OEA Process will be monitored and approved by the Division of Human Resources. The OEA amount may be added to the employee's base salary.

### **Permanent Status For Certified Law Enforcement Personnel**

**Purpose:**

To define permanent status for employees in a certified law enforcement personnel class.

**Policy:**

Certified law enforcement personnel earn "permanent status" in a class, after successfully completing the probationary period for that class. Permanent status provides the employee with the right to appeal any severe disciplinary action while serving in the class.

The exclusive procedure for appeals of severe disciplinary action shall be the procedures of Chapter 120, Florida Statutes. The standard probationary period for all certified law enforcement personnel shall be twelve (12) months from either the date of hire or date of certification as a State of Florida Law Enforcement Officer, whichever is later, for new law enforcement personnel. The standard probationary period shall be twelve (12) months from the date of promotion for newly promoted certified law enforcement personnel.

Prior to the expiration of the probationary period, the Director of Public Safety will make a decision regarding retention of the certified law enforcement employee in a permanent status position. The failure of a certified law enforcement employee to pass or complete probation shall not be appealable to any authority; however, an employee who fails to pass a promotional probation period will be returned to their prior position.

### **Personal Leave of Absence without Pay**

#### **Purpose:**

To establish a policy that defines eligibility, duration and return from leave requirements for granting a Leave of Absence without Pay (LOA).

#### **Policy:**

An employee may be granted a LOA, for up to three months for personal reasons subject to approval by the department head. The request for the LOA must be in writing and should be examined carefully by the department head to determine whether the interest of the employee and the University would best be served by granting this leave.

All accrued vacation leave must be used before a LOA without Pay may be approved.

An employee does not accrue leave during the LOA. An employee shall not receive pay for holidays that fall within the period of the LOA.

Employees on a LOA are eligible for benefits pursuant to limitations of the program.

Upon completion of an approved LOA without pay, the employee is to be returned to the position formerly occupied, or to a position with equivalent status, pay, benefits and other employment conditions. Failure to return to work on the scheduled date will constitute job abandonment.

### **Political Activity**

#### **Purpose:**

To ensure that employees participating in Political Activities do not interfere with employee's normal duties and University's operations.

#### **Policy:**

Employees may seek election to and hold public office upon notification to the President or his designee.

Prior to seeking election to and holding such public office, the employee must establish that there is no conflict of interest between this activity and the responsibility of the individual to the University.

Where an employee elects to run for and hold public office and such action is deemed by the President to interfere with the full discharge of the employee's regular duties, the employee must obtain a leave of absence or submit a resignation.

Candidates for public office should not use the services of any public official or employee during working hours in the furtherance of their campaigns and must follow all appropriate Florida Elections Statutes as provided for in F .S. Chapter 97-107.

### **Political Participation**

Purpose:

To establish and administer a policy to guarantee employees the right of political participation during regular work hours.

Policy:

An employee who wishes to take time off from work, with the approval of the immediate supervisor, to participate in political activities, must charge the time in one of the following ways:

- Accrued compensatory
- Accrued vacation
- Time off without pay

### **Pre-Employment Requirements**

Purpose:

To ensure that the University conducts thorough investigations of prospective employees.

Policy:

Background Checks

- All prospective employees may be subject to background checks upon an offer of employment. Employment is contingent upon the satisfactory results of the investigation.

- Checks will include federal, state, and local criminal background. Those positions that require operation of a motor vehicle will include a driver's license check.
- The Division of Human Resources (DHR) reviews the reports and makes decisions regarding suitability for employment based on findings and the particular job.

#### Fingerprinting

- All prospective employees may be subject to fingerprinting upon an offer of employment, depending on the offered position.
- The DHR conducts fingerprinting checks through the Federal Department of Law Enforcement (FDLE) for all positions in Law Enforcement, Child Care and those with responsibility for handling cash, or working in the Residence Halls.
- The DHR reviews reports and makes decisions regarding suitability for employment based on findings and the particular job.

#### Reference Checks

- Hiring departments must conduct reference checks on all prospective employees to establish suitability for employment using the guidelines established by the DHR.
- The DHR reviews the written findings and makes decisions regarding suitability for employment based on information obtained and the particular job .

#### Language Proficiency

- All faculty employees with teaching assignments must be proficient in speaking English.

#### Drug Testing

- All prospective employees may be subject to a urine drug test upon an offer of employment, depending on the offered position.
- Successful completion of a urine drug test is a condition of employment with Florida International University's Public Safety Department.

### **Professional Development Leave**

#### **Purpose:**

To provide exempt employees and faculty members (who are not eligible for Sabbatical Leaves) with leave opportunities to advance job-related skills and knowledge.

**Policy:**

Professional Development Leave is granted to increase an exempt employee's value to the University as well as to the employee's position and/or professional expertise. These opportunities should include enhanced opportunities for professional renewal, educational travel, study, field observations, research, writing or professional development. This leave is in part to be granted to allow the employee to further his/her education.

Employees must have been employed by the University for at least six (6) years of full-time continuous service and must meet the following criteria:

- The employee's work performance is superior.
- The University deems that there are acceptable resources and adequate coverage available during the employee's absence.
- Eligible employees may be asked to time their professional development leave in accordance with program needs and the ability of the department to finance the leave.
- The employee provides a detailed description and documentation of the professional development opportunity as well as a report once the leave is completed.
- Professional development leave could be at half pay for a full academic year or at full pay for one semester.
- The employee must guarantee that at the end of the leave, he/she will return to employment at the University for at least one (1) year following the leave. An employee who does not return to the University shall reimburse the University for the salary received during the professional development leave.
- If the employee receives outside income as a result of the professional development experience, he/she must report such income to the University. University compensation will normally be reduced by the amount necessary to bring the total income for that period to a level comparable with the employee's normal position.
- Once the time period for the professional development leave is agreed upon in writing, it cannot be extended. If it is shortened, prior notice to the supervisor is required.
- The employee and supervisor agree to and understand that the position will remain open and available when the employee returns.

Both the University and the employee will contribute to retirement, social security, insurance programs and other employee benefits during the leave. Eligible employees will continue to accrue sick leave and vacation leave on a full-time basis during the professional development leave.

### **Project-Based Pay**

**Purpose:**

To establish guidelines for rewarding employees for the successful completion of a special project or assignment.

**Policy:**

Project-based pay is a lump sum amount payable upon the successful completion of a special project or assignment of significance that is in addition to the employee's regularly assigned duties.

The amount of the project-based pay may not exceed \$5,000 or 10 percent of the employee's salary, whichever is greater. Decision about the amount of the lump sum payment should be dependent upon the nature and complexity of the project. Recommendation for the amount is to be requested by the respective department with approval by Human Resources.

### **Same-Sex Domestic Partnership Health Insurance Stipend**

**Purpose:**

To provide financial assistance to University employees in same-sex domestic partnerships, to obtain affordable health insurance coverage for a same-sex domestic partner.

**Policy:**

University employees who meet the participation requirements set out in the policy will be eligible for a health insurance stipend to assist in defraying the cost of health insurance for a same-sex domestic partner. The annual stipend amount will be the difference between the University's annual contribution for a 1.00 FTE employee for employee-only coverage at the cost level selected by the employee, and the University contribution for family coverage at the same cost level. The stipend amount will be adjusted whenever changes are made in the employee's coverage selection or in the amount of the University contribution to the University health insurance, to reflect such changes. The stipend will be paid to participating eligible University employees on a quarterly basis.

**Eligibility:**

For the purposes of this policy, a domestic partner is an individual of the same sex who shares a committed and mutually-dependent relationship with the University employee. In order to be eligible for the health benefit stipend, the employee must have individual coverage with the University and both the employee and domestic partner must attest that:

1. they are of the same sex, and for this reason are unable to marry each other under Florida Law,
2. they are at least eighteen (18) years of age, and have the mental capacity to consent to a contract,
3. they are unmarried and unrelated by blood,
4. they have resided together for at least the prior six (6) months.
5. they are jointly responsible for each other's financial obligations, including household and living expenses and medical expenses,
6. the non-employee domestic partner is not employed or is not eligible for health benefits through his or her employer,
7. they have completed the Declaration of Domestic Partnership Certification,
8. medical coverage is in effect for the domestic partner and coverage shall be maintained during any period for which the same-sex domestic partner health insurance stipend is sought, and
9. the employee is covered under University's health insurance plan with individual coverage.

Required Documentation:

The employee must submit documentation (such as an employer-provided handbook, benefits booklet or notification) showing that the partner's employer does not provide health insurance coverage or that the partner is not eligible for such coverage, or that the partner is not presently employed. In addition, proof of domestic partner medical coverage must be sent to University's Department of Benefits Administration on a semi-annual basis.

Additionally, at least **THREE (3)** of the following documents must be submitted to support the domestic partner relationship:

- Joint ownership of real property in the prior 6-month period
- Mutual designation as attorney in durable power of attorney documents
- Joint ownership of personal property or assets, such as automobiles or stock
- Designation of health care surrogate
- Joint bank account for at least the prior 6-month period
- Legal documentation demonstrating joint adoption or legal guardianship of any dependents, whether children or adults
- Joint loan
- Joint credit card for at least the prior 6-month period
- Joint lease

- Designation of Beneficiary (Life Insurance)
- Designation of Beneficiary (Retirement Plan)
- Designation of Beneficiary (Will)

Confidentiality:

At Florida International University, all benefit elections are treated with the highest degree of confidentiality and sensitivity. Information about employee election or participation in the same-sex domestic partner health insurance stipend will be subject to and maintained according to the same strict internal processes and protocols for all confidential employee information. Internal and external access to employee benefit data, including information relating to participation in this policy, is limited to only those individuals directly responsible for managing data, budget, and entering employee elections, and such data is shared only on a need-to-know basis.

Tax Implications:

The amount of the cash stipend will be taxable to the employee and subject to FICA and income tax withholding only. This amount will not count towards retirement, life insurance or any other benefits.

Enrollment and Participation Procedures:

An employee who wishes to participate in the same-sex domestic partnership health insurance stipend must (1) complete the Declaration of Same-Sex Domestic Partnership Certification form found on the Division of Human Resources' website, and (2) submit the completed Certification form, the attestations of the employee and domestic partner and the required documentation in a personal/confidential envelope to the Benefits Department in care of the Director of Benefits.

Upon receipt of the necessary form, documentation and attestations, the application will be reviewed. If approved, the Division of Human Resources will consider the partnership registered as of the date on the Certification form and will notify the employee in writing in a personal/confidential envelope.

Once participation and eligibility is approved, documentation showing continued health insurance coverage for the domestic partner must be submitted to the Benefits Department on an annual basis. University may terminate the health insurance stipend if the domestic partner does not provide proof of continued medical coverage.

Termination of Participation:



An employee receiving the health insurance stipend shall notify the Benefits Department, in writing, immediately upon the termination of the domestic partnership for which participation has been approved, by completing the Declaration of Termination of Same-Sex Domestic Partnership Certification form and forwarding it to the Benefits Department within thirty (30) days of its termination. The employee must then wait one year from the date of the notice before obtaining eligibility for same-sex domestic partner stipend, except if (1) the employee is registering the same domestic partnership within thirty (30) days of submitting notice of termination of that domestic partnership, or (2) the employee's former domestic partnership was dissolved through the death of the domestic partner.

An employee who makes false statements about satisfying the eligibility criteria will or fails to notify the Division of Human Resources' Benefits Department of a change in status will be subject to disciplinary action up to and including dismissal.

### **Seniority**

A. Seniority shall be defined as continuous paid service within the job classification, provided, however, that any unauthorized absence for three (3) or more consecutive days shall be considered a break in service. Seniority shall be computed from the date of appointment. In the event that an employee who has been promoted into a higher grade is subsequently demoted and/or returns to a lower grade, he or she will resume the seniority level that had accrued in the lower grade before the promotion, and the accrued seniority in the higher grade will not be added to the previously earned seniority in the lower grade. Seniority shall accumulate during absence because of illness, injury, vacation, military leave or other authorized paid leave. Employees on authorized unpaid leave shall not lose previously accrued seniority.

B. Seniority shall govern vacations for each calendar year, and shall be determinative in shift assignment (including campus), days off, and vehicle and equipment assignment, except in the event of an emergency.

C. In the event of a vacancy in any division or unit (not a promotional vacancy), seniority will be considered.

D. The University shall maintain a roster of employees arranged by job classification, according to seniority showing name, position class and seniority date.

### **Separations of Employment**

Purpose:

To administer a uniform process for employee separations.

Policy:

Terminations based on discriminatory reasons are prohibited under this policy.

Separations from University employment may include the following:

Termination - Occurs when an employee is permanently separated from University employment. Termination may be preceded by corrective action, unless unsatisfactory performance or misconduct warrants immediate dismissal.

Resignation - Occurs when an employee initiates a termination by notifying the immediate supervisor of his/her intention to resign.

Abandonment - Occurs when an employee is absent without approved leave for three (3) or more consecutive scheduled workdays. Such action represents an abandonment of position, and the employee will be automatically terminated. If the employee's absence is for reasons beyond the control of the employee and the employee notifies the University as soon as practicable, the University will review the circumstances surrounding the absence on an individual basis to determine if it is to be considered abandonment of position.

Layoffs - For terminations of employment due to layoff, please refer to Article 4.

### **Severe Weather/Emergency Closing**

Purpose:

To provide guidelines for employees in the event of severe weather or emergency closing of the University.

Policy:

Although the University will make every effort to remain open on scheduled workdays, there may be instances where conditions make it impossible to do so. These include, but are not limited to, severe weather, declared state of emergency, utility disruptions, natural disasters and terrorist actions. In all cases, employee safety will be the primary consideration.

Recognizing that employees with disabilities may require additional time to prepare for and respond to challenges presented by inclement weather conditions such as hurricanes, a voluntary participation program was created for early notification of inclement weather conditions.

During periods of inclement weather conditions, staff in the Department of Equal Opportunity Programs will contact individuals on the registry to advise them of the situation. Therefore, if special arrangements need to be made, advance warning is provided to those employees.

During periods of severe inclement weather, public emergency or other crisis, the President or a designated executive officer of the University may issue an announcement of campus status as appropriate to the situation on the university telephone system (305-348-HELP [4357]), UNIVMAIL, or other appropriate media. In general, such a campus status announcement will inform the general public, as well as university students and employees, that the university campuses or a specific designated portion of the university is closed for a specific time period.

- Such announcement may specify that classes are canceled until or after a specified time, or for the entire day.
- Such announcements may specify that all events or programs, including both university and non-university events held in university facilities, are canceled.
- Such announcements may specify that certain university offices and facilities are closed except the following essential offices that never close under any circumstances:
  - University Police
  - Office of Residence Life/Housing Units
  - Utility Plants
  - Emergency Maintenance Operations
  - Any research unit where the integrity of the research must be preserved
  - Service units that routinely operate on a seven day per week, twenty-four hour per day service schedule
  - Other essential employees previously identified by each respective Vice President

Compensating employees for time away from the University due to severe weather or an emergency closing will be determined at the time of the event and will be conveyed via UNIVMAIL.

### **Sick Leave**

Purpose:

To administer the accrual and appropriate use of sick leave.

Definition:

Illness/Injury - any physical or mental impairment of health, including such an impairment proximately resulting from pregnancy, which does not allow an employee to fully and properly perform the duties of the employee's position. When an employee's illness/injury may be covered by the American with Disabilities Act, the provisions of Public Law 101-336 shall apply.

Employee's Immediate Family – defined as spouse, children (including foster or stepchildren), parents (including stepparents), brother and sister (including stepbrother and stepsister), grandparents, grandchildren, and same-sex domestic partner.

Policy:

An employee shall accrue sick leave in accordance with the table contained in this policy.

An employee may carry over sick leave hours from year to year. Sick leave will not be paid out upon separation. Any employee with a minimum of 10 years of service at the University on July 1, 2005 will be grandfathered under the previous sick leave policy for purposes of receiving payment for accumulated sick leave hours upon separation of employment from the University. Only sick leave hours accumulated prior to the above stated effective date will be paid out, in accordance with the established maximum amounts as indicated on the previous policy.

Use of sick leave shall not be authorized prior to the time it is earned and credited to the employee and shall only be used with the approval of the immediate supervisor.

The use of sick leave shall be authorized for the following:

- Illness or injury of the employee or a member of the immediate family.
- Medical, dental or other recognized practitioner appointment of the employee or a member of the employee's immediate family.
  - When, through exposure to a contagious disease, the presence of the employee at the job would jeopardize the health of others.
  - Personal illness shall include disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery thereafter.

During leave of absence with pay, an employee shall continue to earn sick leave credits.

When possible, employees are expected to schedule planned medical appointments in a manner that minimizes disruption of the workflow.

Employees must use sick leave for its intended purpose. Supervisors will monitor employee use of sick leave for patterns of abuse. Abuse of paid sick leave will result in disciplinary action up to and including dismissal.

Upon return from sick leave due to illness or injury, an employee may be required to submit a Fitness for Duty form to establish whether the employee is fully recovered and capable of returning to his/her duties.

**FLORIDA INTERNATIONAL UNIVERSITY  
SICK LEAVE ACCRUAL**

<b>Length of Service</b>	<b>Hours Accrual Per Pay Period</b>
Full-time employees	4 Hours
Part-time employees	Accrue sick leave at a rate directly proportionate to the percent of time employed (FTE).

## **Sick Leave Pool**

### **Purpose:**

To allow eligible regular employees to donate sick and vacation leave hours to the Sick Leave Pool. A participating member, upon depletion of the employees' sick, vacation and compensatory leave credits and after approval of the Sick Leave Pool Committee, may draw hours from the Pool for their personal major illness, accident or injury.

### **Policy:**

Participation in the Pool shall be voluntary on the part of eligible employees.

Eligibility in the Pool is extended to employees after completion of six months of employment with the University, provided that a minimum of forty (40) hours of sick and/or vacation leave has been accrued by full-time employees, or twenty (20) hours by part-time employees.

Full-time employees contribute eight (8) hours of leave and part-time employees contribute four (4) hours of leave to the Pool. Such hours will be deducted from the employee's sick and/or vacation leave account.

Participating employees may terminate their membership in the Pool at any time by notifying the Administrator.

Participating employees who retire, terminate, or are terminated from the University will be terminated from the Pool.

To maintain the Pool with sufficient hours and maintain membership status all full-time members will, on an annual basis, donate four (4) hours leave, and part-time employees will donate two (2) hours leave.

When the total credits available in the Pool amount to four hundred eighty (480) hours or less, the Pool shall be considered depleted. Upon depletion, the Pool members will be notified that eight (8) hours for full-time employees and/or four (4) hours for part-time employees of leave credits will be deducted from their accounts unless they inform the Sick Leave Pool Administrator of their intention to withdraw membership from the pool.

The inability of a participating employee to contribute to the Pool at the time the Pool is depleted shall not exclude the employee from continued membership in the Pool.

Any sick leave contributed to the Pool by a participating employee shall be forfeited upon the employee's cancellation of membership, retirement, or termination from University employment.

Participating employees may not apply any conditions or restrictions on any leave hours they contribute to the Pool. Participation in the Pool does not guarantee hours may be withdrawn from the Pool.

Leave hours from the Pool shall be granted only for the employee's personal illness, injury, accident, or exposure to a contagious disease. Personal illness shall include disabilities which are the result of or contributed to by medical conditions (including those complications related to pregnancy or childbirth), surgery and recovery.

Participating employees must have depleted all their accrued leave credits before leave credits from the Pool will be granted.

A participating full-time (1.0 FTE) employee may withdraw a maximum of 480 hours from the Pool during any twelve (12) month period. Part-time employees may withdraw a maximum of 240 hours from the Pool during any twelve (12) month period.

Sick leave hours withdrawn from the Pool by a participating employee are not required to be replaced. Hours granted by the Pool but not used by the employee will be returned to the Pool.

### **Solicitation, Distribution, and Posting**

Purpose:

To provide means for individuals to conduct activities on campus without undue interruption of normal University business.

Policy:

With the exception of university sponsored campaigns, or other periodic university sponsored activities, solicitations, and/or distribution by employees of printed matter, or solicitations in any manner including e-mail, for funds, products, services, memberships, or for any other reason on university property is not permitted, except in non-work areas during the non-work time of all involved. Work time does not include meal periods, authorized rest breaks or any period when employees are properly not engaged in the performance of their work tasks.

The distribution of any literature or other written material within work or customer areas is prohibited. Non-employees are prohibited from soliciting or distributing literature on university premises.

The posting of materials on approved official bulletin boards are permitted with approval from the Division of Human Resources.

Solicitors, including students, University personnel, and the general public, shall be prohibited from entering the grounds or buildings of the University for the purpose of transacting business with students or other University personnel, unless they have been issued a permit for this purpose by the SVP of Finance and Administration or the appropriate official of the Student Center.

Violations of this policy should be reported to the Division of Human Resources.

### **Special Duty Pay**

On rare circumstances, the law enforcement lieutenants will be required to respond to work beyond their regularly scheduled workweek (Special Duty Work). When a law enforcement lieutenant is required to perform Special Duty Work, the University will either pay a supplement to the salary (which amount will not be changed because of the supplement) or provide compensatory time-off for the Special Duty Work after consultation between the Chief of Public Safety and lieutenant responding to the call. The supplemental pay or compensatory time-off will be calculated at a rate of fifty percent (50%) more than the responding lieutenant's regular rate of pay based on the actual time spent outside of the responding lieutenant's regularly scheduled hours.

### **Spot Awards**

Purpose:

To set criteria for recognizing and rewarding all employees for exceptional performance.

Policy:

Spot awards are immediate recognition to reward employees for exceptional performance beyond the prescribed expectation of the employee's job.

Spot awards are given after the event has been completed, usually without pre-determined goals or set performance levels. They may be awarded at any time.

Spot awards provide positive feedback, foster continued improvement, and reinforce good observable performance.

Spot awards may be:

- A lump sum dollar amount not to exceed a maximum of \$500 in a 12-month period.
- Non-cash (University merchandise, lunch tickets, game tickets, etc.)
- Certificates, plaques, etc.

Spot Awards are recommended at the department level and approved by Human Resources.



## **Temporary or Permanent Lateral Reassignments**

### **Purpose:**

To provide a means for management to address operational needs.

### **Definition:**

A lateral reassignment is defined as a lateral move from one job to another in the same or similar classification having the same degree of responsibility and the same salary range, regardless of campus location and shift. Voluntary lateral reassignments may provide employees with opportunities to develop and diversify their skills, obtain a location or position that they prefer and meet other needs.

### **Policy:**

Management has the right to determine the allocation of staffing resources based on operational needs through the use of temporary and permanent change in lateral reassignments. Whenever possible, an employee will be given a fourteen (14) calendar days notice, unless in the case of unforeseen circumstances, prior to the effect of the change in assignment.

## **Tuition Waiver Program**

### **Purpose:**

To provide eligible employees an opportunity to enhance their education by attending classes at the University with the intent of receiving a college degree or by attending classes that are related to their job assignment. Also, in the event that an employee does not enroll for 7 credit hours in a given semester, the program allows a member(s) of the employee's immediate family the opportunity to enhance their education by attending classes at the University with the intent of receiving an undergraduate or graduate degree.

### **Policy:**

Full time employees at the University are eligible to participate in the Tuition Waiver Program. Employees on leave status are not eligible for tuition waiver except when the leave is granted as part of an educational program; however, employees' eligible family members will still be permitted to obtain the tuition waiver.

Eligible employees, employees' spouse, employees' employee's same -sex domestic partner, or employees' dependent children under the age of twenty five (25) may enroll for up to a combined maximum of seven (7) credit hours of University instruction each semester without payment of tuition. Only in-state tuition is covered.

Employees must be admitted as degree seeking undergraduate or graduate students. If approved by their supervisor, employees may enroll as special students and take courses that are specifically related to their job assignments.

Employees may register in regular lecture and laboratory courses, thesis, directed individual study, directed research courses, and internships. College of Law, College of Medicine, undergraduate limited access programs, and CAPS Professional Development offerings (continuing education courses) are excluded.

For employees admitted to doctoral programs who have reached the dissertation stage, the program will pay tuition for up to six (6) credit hours per semester for dissertation courses (7980 – 7989). A maximum of thirty (30) dissertation credits will be covered.

For employees admitted to thesis master's programs who have reached the thesis stage, the program will pay tuition for up to three (3) credit hours per semester for thesis courses (6970-6979). A maximum of nine (9) thesis credits will be covered.

Special laboratory or other required student fees must be paid by the individual.

An employee attending classes with the intent of attaining an undergraduate or graduate degree must receive a grade of not less than a "B" in an "A-F" graded course or a "P" in a "P/F" graded course; a lower grade will result in the employee being charged for the course(s). For an employee taking more than seven (7) credit hours, the "B" or "P" grade eligibility will be applied to any seven (7) hours receiving a minimum of a "B" or "P" grade.

An employee is to discuss with their supervisor their intent to take classes and should schedule classes during off-duty hours whenever possible. When a desired class cannot be scheduled during off-duty hours, the supervisor may adjust the employee's work schedule, or allow the employee to use annual leave, accumulated compensatory time, or leave without pay based on the department's business necessity. The same rule applies if the employee is attending classes for Professional Development that is related to their job assignment.

In the event that the eligible employee does not enroll for seven (7) credit hours in a given semester, the employee's eligible family members may enroll for the credit hours not being used by the employee, not to exceed a combined total of seven (7) credit hours instate tuition each semester for employee and family members.

Eligible family members must be admitted to University as degree seeking undergraduate or graduate student(s). A verification letter must be provided at the time of application for the Tuition Waiver Program.

Family members may register in regular lecture and laboratory courses, thesis, directed individual study, directed research courses, and internships. College of Law, College of Medicine, undergraduate limited access programs, and CAPS Professional Development offerings (continuing education courses) are excluded.

For family members admitted to doctoral programs who have reached the dissertation stage, the program will pay tuition for up to six (6) credit hours per semester for dissertation courses (7980 – 7989). A maximum of thirty (30) dissertation credits will be covered.

For family members admitted to thesis master's programs who have reached the thesis stage, the program will pay tuition for up to three (3) credit hours per semester for thesis courses (6970-6979). A maximum of nine (9) thesis credits will be covered.

Special laboratory or other required student fees must be paid by the individual.

A family member must receive a grade of not less than a "B" in an "A-F" graded course or a "P" in a "P/F" graded course; a lower grade will result in the employee being charged for the course(s). For a family member taking more than seven (7) credit hours, the "B" or "P" grade eligibility will be applied to any seven (7) hours receiving a minimum of a "B" or "P" grade for the individual family member.

Employees will be responsible for paying tuition for any courses dropped by employees or employees' family members after the official Drop/Add period during the first week of classes.

Eligibility will be established by the Division of Human Resources.

### **Vacation Leave**

Purpose:

To administer a uniform procedure of accruing and utilizing vacation leave.

Definitions:

Seniority – continuous service in a job classification. This definition applies to Law Enforcement Personnel, is only for the purpose of this policy, and does not apply to layoffs.

Policy:

Effective July 1, 2005, employees shall accrue vacation leave in accordance with the table included in this policy.

Vacation leave earned during any pay period shall be credited to the employee on the last day of that pay period. During leaves of absence with pay, an employee shall continue to earn vacation leave credits.

An employee may carry over vacation leave from year to year up to the maximum amount reflected in the table. An employee cannot be paid for or accrue vacation leave in excess of the maximum vacation accrual rate.

Vacation leave must be approved by the supervisor prior to the employee taking the time off from work. The University's operational needs shall be the basis for approving leave.

Vacation leave should be used to schedule sufficient time off for relaxation to promote good physical mental health; however, earned vacation leave may be used for any other purpose.

Regular part-time employees shall earn vacation leave in proportion to the hours paid during the pay period.

Once vacation leave has started, illness or injury that occurs during this time may not be transferred to sick leave unless the employee is hospitalized. Medical certification must be provided to support the leave transfer.

After one (1) year of continuous employment, an employee who separates from the University shall be paid for all unused vacation leave not to exceed the maximum accrual amount.

For Law Enforcement Personnel:

Vacations and regular days off shall be scheduled based on business necessity, seniority and employee preference, in this priority order.

In implementing this provision, nothing shall preclude the University from making reasonable accommodations for extraordinary leave requests or ensuring the fair distribution of leave during holidays.

### **FLORIDA INTERNATIONAL UNIVERSITY VACATION ACCRUAL SCHEDULE**

#### **Non-Exempt Personnel**

<b>Length of Service</b>	<b>Hours Accrued Per Pay Period</b>	<b>Maximum Accrual and Payout Hours</b>
Less than 5 years	5 Hours	
More than 5 years but less than 10 years	6 Hours	
More than 10 years	7 Hours	
		250

**Exempt Personnel**

<b>Length of Service</b>	<b>Hours Accrued Per Pay Period</b>	<b>Maximum Accrual and Payout Hours</b>
N/A	7	352

**Variable Compensation Plan****Purpose:**

To establish guidelines to reward exempt and non-exempt employees based on a Variable Compensation Plan.

**Policy:**

A lump sum payment as part of a Variable Compensation Plan pre-approved for individual departments places a strong value on employee's contribution, ability to impact performance, departmental objectives and revenues generated.

The department dean or director must develop specific targets to be achieved, goals, pre-established criteria and payout schedule prior to the establishment of the Variable Compensation Plan. The Variable Compensation Plan must be approved by the Division Vice President or Provost and by Human Resources.

**Veterans' Preference****Purpose:**

To provide preference in appointment, employment, and retention in the recruitment and selection process for non-exempt positions, to applicants who request and qualify for veteran's preference.

**Policy:**

Veteran's Preference must be requested during the application process.

Minimum requirements for the position must be met prior to being considered.

Hiring departments must interview applicants claiming veteran's preference provided that the applicant has not previously exercised their veterans' preference status.

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

31 March 2009

**SUBJECT: ACTION ITEMS/STATUS REPORTS, BOARD COMMITTEES**

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▪ **FINANCE AND AUDIT**

*Kirk Landon, Finance and Audit Committee Chair, will report on items heard by the Committee and present the following items for Board consideration and approval:*

**Action Items (Tab FA)**

FA5. **University Technology Fee**

FA6. **Authorization for the Issuance of Debt to Finance the Construction of Parking Garage V at University Park Campus**

▪ **ACADEMIC POLICY**

*Patricia Frost, Academic Policy Committee Chair, will report on items heard by the Committee and present the following items for Board consideration and approval:*

**Action Items (Tab AP)**

AP3. **SACS Quality Enhancement Plan for FIU**

AP4. **University Mission Statement**

AP5. **Limited Access Designation for Theatre**

AP6. **Program Terminations**

- BS – Accelerated Combined Degree Programs, Seven-Year Programs for BS/DO, BS/DPM and BS/DMD

AP7. **Honorary Degree Candidates**

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**EXHIBITS/SUPPORTING DOCUMENTS:**

***Finance and Audit***

- Information behind the Finance and Audit Committee tab.

***Academic Policy***

- Information behind the Academic Policy Committee tab.

**FACILITATOR/PRESENTER:**

- **Kirk Landon, Finance and Audit Committee Chair**
- **Patricia Frost, Academic Policy Committee Chair**

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**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

31 March 2009

**SUBJECT: UNIVERSITY TECHNOLOGY FEE**

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**PROPOSED BOARD ACTION:**

Adopt the Following Resolution:

WHEREAS, the Florida International University Board of Trustees (“the BOT”) has the power to establish a Technology Fee for the University pursuant to the Board of Governors Regulation 7.003, and F.S. 1009.24, amended by the Florida Legislature during the spring 2007 session; and

WHEREAS, the Board of Governors Regulation and F.S. 1009.24 authorize each state university board of trustees to establish a technology fee of up to 5% of the tuition per credit hour, beginning with the fall term of the 2009-2010 academic year; and

WHEREAS, the University’s Technology Fee Committee, composed of fifty percent students and fifty percent staff reviewed and approved the proposal to establish this fee, and their final report is attached hereto as Exhibit “A”; and

WHEREAS, the Technology Fee Committee held open student forums and provided general recommendations regarding the process and use of the technology fee;

THEREFORE BE IT RESOLVED that the BOT approves the Technology Fee of 5% of the tuition per credit hour, effective the beginning of the Fall term, 2009;

BE IT FURTHER RESOLVED that the increase will fund enhanced instructional technology resources for faculty and students; and

BE IT FURTHER RESOLVED that the BOT authorizes the University Administration to take all further actions necessary to implement this Resolution.

**BACKGROUND INFORMATION:**

**Authority:**

**BOG Regulation 7.003 Fees, Fines and Penalties.;** states in relevant part (8) Technology Fee – Each university board of trustees may establish a technology fee to be paid by all students. The fee may be up to 5 percent of the tuition charged per credit hour. The revenue from this fee shall be used to enhance instructional technology resources for students and faculty. The revenue and expenditures shall be budgeted in the Local Fund budget entity.



**Section 1009.24 (13)(s), Florida Statutes (2008), State University Student Fees;** states in relevant part:

(s) A technology fee of up to 5 percent of the tuition per credit hour, beginning with the fall term of the 2009-2010 academic year. The revenue from this fee shall be used to enhance instructional technology resources for students and faculty. The technology fee shall not be included in any award under the Florida Bright Futures Scholarship Program.

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**EXHIBITS/SUPPORTING DOCUMENTS:**

- Information behind the Finance and Audit Committee tab.

**FACILITATOR/PRESENTER:**

- **Kirk Landon**, *Finance and Audit Committee Chair*

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

31 March 2009

**SUBJECT: AUTHORIZATION FOR THE ISSUANCE OF DEBT TO FINANCE THE CONSTRUCTION OF PARKING GARAGE V AT UNIVERSITY PARK CAMPUS**

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**PROPOSED BOARD ACTION:**

Adopt the following Resolution:

WHEREAS, enrollment growth at the Florida International University ("University") over the last several years has created ever increasing demands for parking; and

WHEREAS, when the last garage, Red Parking Garage, was opened in Fall 2003, University student headcount was 32,885. By Fall 2008, headcount increased to 39,093, and as a result the current 5,000 structured and 5,104 surface parking spaces at the University's main campus are inadequate to meet demand; and

WHEREAS, the University desires to construct Parking Garage V to add a net additional 1,750 parking spaces to the University's parking system.

NOW, THEREFORE, BE IT RESOLVED by the Florida International University Board of Trustees ("the BOT") as follows:

Section 1. The BOT hereby requests the Florida Board of Governors to request the Division of Bond Finance of the State Board of Administration of Florida (the "Division") to issue bonds in an amount not exceeding \$32,000,000 (the "Bonds") for the purpose of financing a portion of the construction of Parking Garage V on the campus of the University, to fund a debt service reserve fund and to pay certain costs of issuing the bonds.

Section 2. The University currently has four parking garages on its main campus providing 5,000 structured parking spaces. The proposed Parking Garage V would add a net additional 1,750 parking spaces to the University's parking system. Parking Garage V will include approximately 30,000 gross square feet of shell space. In addition approximately 11,000 gross square feet of Public Safety Offices will be housed within the structure. The portion of Parking Garage V that will house the Public Safety Offices will be funded with approximately \$3.2 million in Public Education Capital Outlay ("PECO") funds previously authorized by the State of Florida and approximately \$700,000 in other sources. Parking Garage V (the "Project") is reflected on the approved master plan for the University and is consistent with the mission of the University because it will provide additional parking spaces to meet the ever increasing demands for parking created by growth in enrollment over the past several years. Construction of the Project is expected to begin in June, 2009, and to be completed by August, 2010. Proceeds of the Bonds, along with PECO and University funds, are anticipated to be sufficient to complete the construction of the Project. Legislative approval of the Project has been obtained pursuant to section 1010.62, Florida

Statutes. No proceeds of the Bonds will be used to finance operating expenses of the University.

Section 3. The Bonds are to be payable from and secured by a lien on the revenues of the parking system of the University and will be payable on a parity basis with the outstanding Parking Facility Revenue Bonds, Series 1995, Series 1999 and Series 2002, all of which were issued through the Division. Parking system revenues include mandatory student fees, decal sales, fines, and meters. Expenses include operating, maintenance and administrative costs. The University is legally authorized to secure the Bonds with the revenues to be pledged pursuant to section 1010.62, Florida Statutes. The University is also committed to ensuring that sufficient revenues will be generated to fulfill the University's obligations with respect to the Bonds.

Section 4. The Bonds will mature not more than 30 years after issuance, including any extensions or renewals thereof. The Project has an estimated useful life of 50 years, which is beyond the anticipated final maturity of the Bonds. The Bonds will bear interest at a fixed interest rate.

Section 5. The Bonds will be sold by the Division through either a competitive or negotiated sale. A negotiated sale may be desirable due to the uncertainty in the financial markets. An analysis showing that a negotiated sale is desirable is attached in Appendix A. Any selection of underwriters or financial advisors should be accomplished through a competitive selection process. Any bond insurance or other credit enhancement should be chosen through a competitive selection process analyzing the cost of the insurance or credit enhancement and the expected interest cost savings resulting from their use.

Section 6. The BOT will ensure that the University complies with all requirements of federal and state law relating to the Bonds, including but not limited to, laws relating to maintaining the exemption from taxation of interest payments on the Bonds and continuing secondary market disclosure of information regarding the Bonds.

Section 7. The President of the University, Chief Financial Officer, and/or Treasurer of the University are hereby authorized to take all actions and steps, to execute all instruments, documents, and contracts, and to take all other actions consistent with the terms of this resolution in connection with the execution, sale and delivery of the Bonds.

Section 8. In making the determination to finance the Project, the BOT, through a presentation to the BOT by University staff, has reviewed the information attached to Appendix A and finds that the issuance of the Bonds is in compliance with the Debt Management Guidelines, the University's debt management policy, and applicable law.

Section 9. This Resolution shall take effect immediately upon its adoption.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**STATUTORY AUTHORITY:**

This Resolution is being adopted pursuant to the provisions of Section 1010.62, F.S., regarding the issuance of Bonds to finance the construction of the Project, and which provides that the University is legally authorized to secure the bonds with the revenues to be pledged.

**Appendix A**

The following documents have been reviewed by the BOT, through a presentation to the BOT by University staff, prior to the execution of this Resolution:

- a. the project program and description of the debt security supporting repayment and the lien position the debt will have on that security;
  - b. an analysis showing that a negotiated sale may be desirable;
  - c. a budget summary and draw schedule for the project;
  - d. sources and uses of funds for the project;
  - e. an estimated debt service schedule;
  - f. a five year history and a five year projection of the pledged revenues and the debt service coverage.
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**EXHIBITS/SUPPORTING DOCUMENTS:**

- Information behind the Finance and Audit Committee tab.

**FACILITATOR/PRESENTER:**

- **Kirk Landon**, *Finance and Audit Committee Chair*

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**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

31 March 2009

**SUBJECT: SACS QUALITY ENHANCEMENT PLAN FOR FIU**

---

**PROPOSED BOARD ACTION:**

Adopt the following Resolution:

WHEREAS, each board of trustees has the authority to adopt regulations and policies as appropriate in matters pertaining to Academic Programs;

THEREFORE BE IT RESOLVED that the Florida International Board of Trustees endorses the FIU Quality Enhancement Plan, attached hereto as Exhibit "H."

**BACKGROUND INFORMATION:**

**STATUTORY AUTHORITY:**

The Florida Board of Governors Proposed Regulation BOG 1.001, (4)  
University Board of Trustees Powers and Duties.

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**EXHIBITS/SUPPORTING DOCUMENTS:**

- Information behind the Academic Policy Committee tab.

**FACILITATOR/PRESENTER:**

- **Patricia Frost**, *Academic Policy Committee Chair*

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**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

31 March 2009

**SUBJECT: UNIVERSITY MISSION STATEMENT**

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**PROPOSED BOARD ACTION:**

Adopt the following Resolution:

WHEREAS, each board of trustees shall be responsible for the administration of its university in a manner that is dedicated to, and consistent with the university's mission, which shall be consistent with the mission and purposes of the State University System as defined by the Board of Governors;

THEREFORE BE IT RESOLVED that the Florida International University Board of Trustees reaffirms the University's mission set forth below:

Florida International University is an urban, multi-campus research university serving South Florida, the state, the nation, and the international community. Our mission is to impart knowledge through excellent teaching, promote public service, discover new knowledge, solve problems through research, and foster creativity.

**BACKGROUND INFORMATION:**

**STATUTORY AUTHORITY:**

BOG Proposed Regulation 1.001 (3)(a) provides in pertinent part: Each board of trustees shall be responsible for the administration of its University in a manner that is dedicated to, and consistent with the university's mission which shall be otherwise consistent with the mission and purposes of the State University System as defined by the Board of Governors.

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**EXHIBITS/SUPPORTING DOCUMENTS:**

▪ N/A

**FACILITATOR/PRESENTER:**

▪ **Patricia Frost**, *Academic Policy Committee Chair*



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**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

31 March 2009

**SUBJECT: LIMITED ACCESS DESIGNATION FOR THEATRE**

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**PROPOSED BOARD ACTION:**

Adopt the following Resolution:

WHEREAS, the nature of the study of theatre requires a small class environment, an audition for placement, and a great deal of one-on-one work by the faculty for proper development of the student; and

WHEREAS, the Florida Board of Governors Regulation BOG 8.013 allows a limited access designation for performing arts programs requiring an audition;

THEREFORE, BE IT RESOLVED that the Florida International University Board of Trustees ("the BOT") hereby approves the request, attached hereto as Exhibit "I", for the Limited Access status and designation for:

Theatre: Bachelor of Arts and Bachelor of Fine Arts

FURTHER RESOLVED, that the BOT authorizes the University President to take all actions necessary to implement this Resolution in accordance with the Florida Board of Governors regulations.

**BACKGROUND INFORMATION:**

AUTHORITY:

**The Florida Board of Governors Regulation, BOG 8.013 Limited Access, states in part:**

(1) The Board of Governors may declare certain degree programs as limited access programs, upon request by a university board of trustees. University degree programs may be approved as limited access programs for the following reasons:

(a) The number of students who have met all the requirements for admission to the university and to the program is in excess of available resources (examples are: space, equipment or other instructional facilities; clinical facilities; adequate faculty to meet acceptable student-faculty ratios; fiscal or other resource limitations). In the case of such programs, selection for admissions shall be competitive. The selection criteria shall be determined by the program, recognizing that the standards applied to the criteria may vary from term to term depending on the number of student spaces available and the quality of the applicant pool. The selection criteria shall be published in the university catalogue along with the standards used for admissions decisions at the time the catalogue is published.

(b) The program is of such a nature (normally in the fine or performing arts) that applicants must demonstrate through an audition or submission of a portfolio that they already have the minimum skills necessary for them to benefit from the program.

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**EXHIBITS/SUPPORTING DOCUMENTS:**

- Information behind the Academic Policy Committee tab.

**FACILITATOR/PRESENTER:**

- **Patricia Frost**, *Academic Policy Committee Chair*

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

31 March 2009

**SUBJECT: PROGRAM TERMINATIONS**

---

**PROPOSED BOARD ACTION:**

Adopt the following Resolution:

RESOLVED that the Florida International University Board of Trustees (“the BOT”) hereby approves the request for the termination of the following academic degree programs. This request, attached hereto as Exhibit “J”, shall be effective at the end of the spring 2009 term as the following programs are currently inactive:

Accelerated Combined Degree Programs, Seven-Year Programs for BS/DO, BS/DPM and BS/DMD

FURTHER RESOLVED, that the BOT authorizes the University President to take all actions necessary to implement this Resolution in accordance with the Florida Board of Governors regulations.

**BACKGROUND INFORMATION:**

AUTHORITY:

**Proposed Florida Board of Governors Regulation 1.001 4(a)(i)**, gives the Board of Trustees the power to discontinue programs.

**The Florida Board of Governors Regulation 8.012 Academic Program Termination states in part:**

(3) Each University Board of Trustees has the responsibility and authority to approve termination of degree programs at the bachelor’s, master’s, advanced master’s, and specialist level in accordance with BOG Regulation 8.012 (1) and subsection (2). Upon termination of a degree program, the university will notify the Board of Governors, Office of Academic and Student Affairs within four weeks of the University Board of Trustees decision.

(4) Each University Board of Trustees has the responsibility and authority to recommend termination of degree programs at the professional and doctoral level to the Board of Governors in accordance with BOG Regulation 8.012 (1) and subsection (2). In its request for termination of a program the university will provide documentation that it has followed its established policies, including those related to faculty affected by program termination, and that there is a plan in place to accommodate any students who are currently active in the program.

**Florida Board of Governors 8.012 subsections (1) and (2) provide:**

(1) To ensure the efficient use of state resources and maintain the quality and relevancy of academic programs offered within the State University System, programs may be terminated. Reasons for terminating programs may include but are not limited to the following:

- (a) Enrollments are no longer sufficient to justify the cost of instruction, facilities, and equipment; or the program duplicates other offerings at the university.
- (b) The program is no longer aligned with the mission or strategic goals of the university, or is no longer aligned with strategic goals of the Board of Governors.
- (c) The program no longer meets the needs of the citizens of Florida in providing a viable educational or occupational objective.

(2) Each University Board of Trustees must adopt policies and procedures for degree program termination, with copies provided to the Board of Governors, Office of Academic and Student Affairs. The policies will include at a minimum:

- (a) A formal process for determining degree programs that are candidates for termination that includes review by the appropriate curriculum, financial, and administrative councils of the university; and
- (b) A plan to accommodate any students or faculty who are currently active in a program that is scheduled to be terminated; and
- (c) A process for evaluation and mitigation of any potential negative impact the proposed termination may have on the current representation of females and ethnic minorities within the faculty and students.

**The Florida International University Board of Trustees, Policy on Program Termination, approved and effective 15 November 2007, states in pertinent part:**

In order to promote and maintain high quality academic programs, the University may over time develop new academic degree programs or discontinue existing programs.

Program discontinuance is the formal termination of a degree program, department or division of instruction, school or college, or other program unit for educational reasons, strategic realignment, resource allocation, budget constraints, or combination of education strategies and financial reasons. A recommendation to discontinue a program, or department, or other academic unit may be made by a department, its chair, the dean, the campus program review committee, the vice president for academic affairs, the provost, the president or the Board of Trustees.

A recommendation for program discontinuance will be reviewed by the provost with advice from the dean and faculty senate and submitted to the President and Board of Trustees.

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**EXHIBITS/SUPPORTING DOCUMENTS:**

- Information behind the Academic Policy Committee tab.

**FACILITATOR/PRESENTER:**

- **Patricia Frost**, *Academic Policy Committee Chair*

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**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

31 March 2009

**SUBJECT: HONORARY DEGREE NOMINATIONS**

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**PROPOSED BOARD ACTION:**

Adopt the following Resolution:

RESOLVED that the Florida International University Board of Trustees endorses the Honorable William M. Hoeveler, Mr. Dean Colson and Mr. Steven Green, as recipients of a doctoral degree *honoris causa* from Florida International University and whose nomination letters are attached to the Resolution as Exhibit “K”.

**BACKGROUND INFORMATION:**

The nomination for William M. Hoeveler was recommended by the Faculty Senate on October 14, 2008 and the nomination for Dean Colson on March 10, 2009.

All nominees were approved by the President and Provost to receive an honorary degree at Commencement.

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**EXHIBITS/SUPPORTING DOCUMENTS:**

- Information behind the Academic Policy Committee tab.

**FACILITATOR/PRESENTER:**

- **Patricia Frost**, *Academic Policy Committee Chair*



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**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

31 March 2009

**SUBJECT: STATUS REPORTS, BOARD WORKGROUPS**

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**PROPOSED BOARD ACTION**

None. Information only.

**AUTHORITY FOR BOARD ACTION**

N/A

**BACKGROUND INFORMATION**

▪ **ATHLETICS WORKGROUP REPORT**

*Albert Dotson, Athletics Workgroup Chair, will report on items heard by the Workgroup.*

▪ **EXTERNAL RELATIONS WORKGROUP REPORT**

*Miriam López, External Relations Co-Chair, will report on items heard by the Workgroup.*

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**EXHIBITS/SUPPORTING DOCUMENTS:**      ▪ N/A

**FACILITATOR/PRESENTER:**      ▪ Albert Dotson  
  ▪ Miriam López

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**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

31 March 2009

**SUBJECT: NEW BUSINESS**

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**PROPOSED BOARD ACTION**

None. Information only.

**AUTHORITY FOR BOARD ACTION**

N/A

**BACKGROUND INFORMATION**

David Parker, FIU Board of Trustees Chair, will raise new business, if any.

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**EXHIBITS/SUPPORTING DOCUMENTATION:**

▪ N/A

**FACILITATORS/PRESENTERS:**

▪ David Parker

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**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

31 March 2009

**SUBJECT: FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION INC. BYLAWS AS  
AMENDED AND RESTATED ON THE 24<sup>TH</sup> DAY OF MARCH 2009**

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**PROPOSED BOARD ACTION:**

Adopt the following Resolution:

WHEREAS, pursuant to Regulation FIU – 1502, the Florida International University Board of Trustees (“the BOT”) must approve any amendments to the FIU Foundation, Inc. Bylaws before their becoming effective; and

WHEREAS, the Florida International University Foundation, Inc.'s Board of Directors (“the BOD”) has approved the amendments, which are attached hereto as Exhibit “P”;

THEREFORE BE IT RESOLVED, that the BOT hereby approves the attached Amended Foundation Bylaws and authorizes the Executive Director of the Foundation to take all actions necessary pertaining to these Amended Bylaws.

**BACKGROUND INFORMATION:**

**LEGAL AUTHORITY:**

**Regulation FIU – 1502, section 2(a), states in relevant part:**

Provides that any amendments to the Articles of Incorporation or Bylaws must be submitted by the President of the University to the Board of Trustees for approval prior to becoming effective.

**Section 1 ARTICLE 9 of the Florida International University Foundation Bylaws, states in relevant part:**

(1) These Bylaws may be altered, amended, rescinded, or repealed at any regular or special meeting of the voting Directors by the affirmative vote of two-thirds of all the Directors. Any amendment to the Bylaws, approved by the Board of Directors, shall be submitted by the University President to the Board of Trustees for approval prior to its effective date.

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**EXHIBITS/SUPPORTING DOCUMENTS:**

- Exhibit “P”: Florida International University Foundation Inc Bylaws as Amended and Restated on the 24th day of March 2009.

**FACILITATOR/PRESENTER:**

- **Noel Guillama-Alvarez**, Treasurer, *FIU Foundation, Inc. Board of Directors*

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FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION INC.  
A Florida Not For Profit Corporation  
(The "Foundation")

BYLAWS

As Amended and Restated the ~~30th day of May 2007.~~24th day of March 2009.

ARTICLE 1. BOARD OF DIRECTORS.

Section 1. Governance. In accordance with Article 5 of the Articles of Incorporation of the Foundation, the affairs of the Foundation shall be managed by and under the direction of the Board of Directors (the "Board") and by various Officers and committees thereof as powers may be delegated to such Officers and committees by these Bylaws or by Resolution of the Directors. Members of the Board shall be the sole voting members of the Foundation and shall be called "Directors."

~~It is the policy of the Foundation to protect the confidentiality of personal or financial information about donors, prospective donors, or volunteers.~~

Section 2. Number and Qualifications of Directors. The Directors shall include three categories of members:

(i) Elected Members. The Directors shall elect from the nominations of the Recruitment Committee, or from nominations made from the floor, a total of not less than twenty-eight (28) and not more than fifty (50) members in accordance with the nomination and election procedures specified by these Bylaws. Each Director shall have demonstrated outstanding qualities of leadership and managerial ability and a serious personal intention to promote the advancement of higher education and Florida International University ("the University") through dedicated service to the Foundation. Each Director should set an example of charitable interest in the University and the Foundation which alumni and other friends of the University may emulate. To that end, each elected member of the Board shall contribute to the Foundation, at a minimum, an annual membership ~~gift~~fee, the amount of which shall be recommended by the Executive Committee and approved by the Board at the Annual Meeting, and which shall be paid to the Foundation by each Director during the first quarter of each fiscal year of membership. In addition, each Director shall either make a donation, or get others to make donations, annually in the amount established by the Board at its Annual Meeting. Directors shall be expected to participate in University functions and events whenever reasonable and practicable and act as an emissary to promote and advance the goals of the University.

(ii) Officers. The Directors shall elect a Chairperson of the Board ("Chairperson"), Vice Chairperson, Secretary and Treasurer from among its membership. The Chairperson may appoint an Assistant Secretary and Assistant Treasurer to provide administrative support.

(iii) Designated Ex Officio Members. The Directors shall include among their members the persons who hold the following offices during the time they hold such offices: the President of the University or his designee, a Faculty representative from the Faculty Senate recommended by the President after consultation with the Faculty Senate Chairperson, the President of the Student



Government Council who is not serving on the Board of Trustees, the President of the Alumni Association, the Chairperson of the Florida International University Council of 100, and others who may be designated by the Directors from time to time. The Chairperson of the University Board of Trustees may appoint a representative to the Board and the Executive Committee. Ex Officio members shall have the right to vote and shall be counted towards quorum.

Section 3. Terms of Service. A newly elected Director, who has not previously been a Director, shall be elected to serve for one initial Board calendar year, or part thereof. Following the initial year, he/she may be elected for a two year term, followed by two three year terms before having to rotate off the Board for a minimum of one year. Current Directors shall be considered newly elected Directors when their current term is concluded and shall be eligible to serve -for nine (9) years before having to rotate off the Board for one (1) year. Terms of service shall begin immediately after election.

Section 4. Election. The Board shall elect new members to fill expiring and vacant terms at the Annual Meeting of the Directors to be held in May or June of each year. Directors may elect additional members at any other regular or special meeting of the Directors, as provided in these Bylaws. Nominations for Directors shall be made by the Recruitment Committee , as described in Article 3 of the Bylaws.

Section 5. Vacancies. Vacancies occurring during a term may be filled by the Directors at any regular or special meeting of the Directors, as provided in Section 4 of Article 1 of these Bylaws.

Section 6. Meetings. Regular meetings of the Board shall be held at least three times a year. One such meeting shall be held in May or June of each year and such meeting shall be the Annual Meeting of the Directors when new Directors and Officers shall be elected and take office, subject to other provisions of these Bylaws. Notice to the public of Regular meetings, Committee meetings, and Special meetings of the Board will be given by posting on the Foundation's website at <http://foundation.fiu.edu/> and faxing such notice and agenda to a newspaper of general circulation not less than seven (7) days before the meeting and will include a statement of the general subject matters to be considered. Notice to each Director shall be emailed or faxed to each Director not less than seven (7) days prior to each meeting, along with all materials needed for the meeting. Special meetings may be called by the Chairperson, the President of the University or his designee, or by any three (3) Directors with at least seven (7) days written notice provided to all of the Directors. The agenda for special meetings shall be limited to matters listed in the written notice of the special meeting.

Emergency Meetings: An emergency meeting of the Board may be called by the Chairperson or the Vice Chairperson in the Chairperson's absence, upon no less than forty-eight (48) hours notice whenever, in the opinion of the Chairperson or Vice Chairperson, an issue requires immediate Board action. Whenever such emergency meeting is called, the Chairperson will notify the Secretary. The Secretary will immediately serve either verbal or written notice upon each member of the Board, and shall provide notice to the public, by any procedure that is fair under the circumstances, stating the date, hour and place of the meeting and the purpose for which the meeting has been called. No other business will be transacted at the meeting unless additional emergency matters are agreed to by a majority of those Board members in attendance. The minutes of each emergency meeting will show the manner and method by which notice of such emergency meeting was given to each member of the Board and to the public.

Executive Session: The Legislature has provided limited exemptions from the Sunshine law for certain meetings because of the confidential material that must be discussed. When the Board decides to avail itself of any such exemption, it will do so by convening an executive session of the Board.

A. Pending Litigation:

Meetings to discuss pending litigation in which the Board is presently a party before a court or administrative agency may be held in executive session outside the Sunshine, provided the following procedures and conditions are met.

1. Counsel for the Board must advise the Board at a public meeting that he or she desires an executive session and must state the basis therefor.
2. Only Board members, the Board's attorney(s) and the President of the University may attend a closed executive session to discuss pending litigation. Staff members or consultants are not permitted to attend. The Board must give advance public notice, pursuant to its procedures, of the time and date of the executive session, and must identify the names of the persons who will be attending the closed session.
3. The session must commence with an open meeting at which the Chairperson or his/her designee shall announce the commencement of the meeting, the estimated length of the closed executive session, and the names of the persons attending. At that point, the meeting is closed to all except those whose names have been announced. The executive session may then commence. At the conclusion of the executive session, the meeting must be reopened to the public and the person chairing the meeting shall announce the termination of the closed executive session.
4. A certified court reporter must record the entire executive session. The reporter must record the times of commencement and termination of the executive session; all discussions and proceedings; the names of all persons present at any time; and the names of all persons speaking. No portion of any executive session may be held off the record. The Board must have the court reporter's notes fully transcribed, and the transcript filed with its records custodian. The transcript is exempt from Florida's public records law, and is not to be disclosed until the litigation concludes. Upon the conclusion of the litigation, the transcript becomes part of the public record.
5. The subject matter of the closed session must be confined to settlement negotiations or strategy sessions related to litigation expenditures. The Board may not go beyond these strict parameters. No final action, no vote, and no decisive action may be taken during the closed session. Any final decision to settle a lawsuit, for a certain amount of money, or under certain conditions, is a decision that must be voted upon in a public meeting.

Section 7. Quorum. A quorum of the Directors shall be one-third of the voting Directors holding office at the time of the vote. A quorum must be present to transact the business of the Foundation at a meeting.

Section 8. Voting. Each Director shall have one vote. When a quorum is present at the meeting, all questions shall be decided by majority vote of the voting Directors present, except as otherwise provided in these Bylaws.

Section 9. Proxies. Proxies, general or special, shall not be accepted for any purpose in the meetings of the Directors or committees.

Section 10. Telephonic Meetings. Meetings of the Directors and of committees may be conducted by conference telephone or similar communications facilities, in the same manner as if the meeting were held in person, if the Chairperson or the Chairperson of the Committee determines it is appropriate and is in full compliance with all requirements of the Sunshine Law. The notice of any meeting conducted by means of telephone or similar communication facilities will state where and how members of the public may gain access to the meeting.

Section 11. Resignation or Removal. A Director may resign at any time by giving written notice to the Chairperson, the Executive Director of the Foundation or the Secretary of the Foundation. Any such resignation shall take effect at the time specified therein or, if no time is specified therein, upon its acceptance by the Board. Any Director who is not present for three (3) regular meetings of the Board during a fiscal year, or who fails to pay the annual established membership fee or who fails to give or obtain the donation established by the Board by the end of the fiscal year shall be placed on probation. The Recruitment Committee, in consultation with the Chairperson and the Executive Director of the Foundation, shall determine whether to remove the Director from the Board or continue his/her probationary period. In addition any Director may be removed from office by a two-thirds vote of all of the Directors present but in no event less than fifteen (15) members, effective as of the date of such vote.

## ARTICLE 2. OFFICERS.

Section 1. Titles. The Officers of the Foundation, who also serve as Officers of the Board of the Foundation, shall be: a Chairperson, a Vice Chairperson, a Secretary, a Treasurer, and such other officers as the Board may determine.

Section 2. Election. The Chairperson, Vice Chairperson, Treasurer and Secretary shall be elected at the Annual Meeting of the Directors from nominations submitted to the Directors by the Recruitment Committee, or from nominations from the floor. No Officer may hold more than one Foundation office concurrently.

Section 3. Term of Service. Each Officer shall be elected for a term of one year and shall be eligible to succeed himself/herself for no more than two (2) additional terms.

Section 4. Vacancies. In case any vacancy occurs in an elected office, an election shall be held at the first regular or special meeting of the Directors after such vacancy occurs and nominations may be

received directly from the floor to fill such vacant positions. Notice of such vacancy and scheduled election must be given in the same manner as notice for regular or special meetings.

Section 5. Resignation and Removal. An Officer of the Foundation may resign at any time by giving written notice to the Board, the Chairperson or the Secretary of the Foundation. Any such resignation shall take effect at the time specified therein or, if no time is specified therein, upon its acceptance by the Board. Any Officer may be removed from office by a two-thirds vote of all of the Directors present but in no event less than fifteen (15) members, effective as of the date of such vote.

Section 6. Powers and Duties.

(i) Chairperson of the Board. The Chairperson shall be the chief executive officer of the Foundation's corporation, preside at all meetings of the Board and Executive Committee, and perform all other duties as may from time to time be assigned by the Directors or the Executive Committee. Among the Chairperson's powers and duties, without limitation, are to appoint the members and Chairpersons of all Standing Committees established by the Directors, except when members or Chairpersons may be designated by these Bylaws; name Special Committees and appoint their members and Chairpersons; appoint, a person to serve as Registered Agent for the Foundation; represent the Foundation at official functions of the University and elsewhere as he/she may determine proper; and present a report of the activities of the Foundation and the conduct of his/her office at the Annual Meeting which occurs when his/her term of office expires. The Chairperson shall report to the Board and the University President.

(ii) Vice Chairperson. The Vice Chairperson shall be responsible for assisting the Chairperson in any way so designated by the Chairperson and shall serve as temporary Chairperson in the Chairperson's absence. He/she shall perform such other duties as may from time to time be assigned to him/her by the Chairperson, the Directors or the Executive Committee.

(iii) Secretary. The Secretary shall be responsible for the maintenance and management of the Foundation's activities as may be required by the Chairperson, the Directors or the Executive Committee. He/she shall have charge of the Foundation's corporate records and corporate seal; record the minutes of all meetings of the Directors, Executive Committee and other committees; give and serve notice of meetings as required by these Bylaws; and perform such other duties as may be assigned to him/her by the Chairperson, the Board or the Executive Committee. The Secretary may delegate part of his/her duties to an Assistant Secretary as set forth in Article 5 below.

(iv) Treasurer. The Treasurer shall serve as Chairperson for the Finance and Audit Committee; approve all day-to-day disbursements by the Foundation; have custody of all of the funds and financial records of the Foundation; disburse funds upon instruction of the Directors or the Executive Committee; keep full and accurate accounts of all funds, together with the report of the annual audit; present a financial report for the Foundation at each meeting of the Directors and an annual financial report at the Annual Meeting; file all financial reports required by Federal and Florida law, regulation, rule or established procedure; and perform such other duties as may be assigned to him/her by the Chairperson, the Board or the Executive Committee. The Treasurer may delegate part of his/her duties to an Assistant Treasurer as set forth in Article 5 below.

### ARTICLE 3. COMMITTEES.

Section 1. Designation and Appointment of Committees. Committees of the Board shall either be Standing Committees, as designated by these Bylaws, or Special Committees, as established by the Chairperson. Standing Committees or Special Committees shall have the power to establish Sub-Committees. The Chairperson of the Foundation shall appoint the members of all committees and designate their chairpersons, except as otherwise specified by these Bylaws. A majority of the members of Standing Committees, Special Committees and of any sub-committees must be Directors. All members of the committees shall have voting rights. One-third of the voting members of any Committee, except the Executive Committee as provided for below in these bylaws, shall constitute a quorum and a majority vote of the voting members of the Committee present, after a quorum has been declared, shall be required to enact business of the Committee. The actions of any committee shall be subject to review and approval by the Executive Committee, and to confirmation by the Board at its next ensuing meeting, except when the power to act is specifically granted to a committee by these Bylaws or by action of the Directors or Executive Committee. Each committee shall keep approved minutes and submit them to the Directors for review. Committees shall present an annual plan at the first meeting of the Board for the Foundation's calendar year.

Section 2. Standing Committees. The Directors shall have the following Standing Committees:

(i) Executive Committee. The Executive Committee of the Directors of the Foundation shall have and may exercise all powers and authority of the Board when the Directors are not in session, subject only to such restrictions or limitations as the Directors may from time to time specify, except that the Executive Committee shall have no authority to alter, amend, or repeal the Articles of Incorporation or Bylaws of the Foundation, to remove Directors or Officers or to elect Directors or Officers. The Executive Committee shall meet at the call of the Chairperson of the Directors. A majority of the voting members of the Executive Committee shall constitute a quorum and a majority vote of the voting members of the Committee present, after a quorum has been declared, shall be required to enact business of the Executive Committee. When urgency precludes a formal meeting, matters may be handled by telephone in accordance with provisions of these Bylaws and the requirements of Florida law regarding meetings of the Directors. All actions of the Executive Committee shall be reported to the Directors at the next ensuing meeting of the Board, or when deemed sufficiently important by the Chairperson and the University President, such actions shall be reported to the Directors within thirty (30) days after such action is taken, or at a meeting of the Directors if a meeting is held within that period of time. All actions of the Executive Committee shall be ratified by the Board and shall be included in the minutes of the Board. Members of the Executive Committee shall be the Chairperson, Vice Chairperson, Treasurer and Secretary of the Foundation, the President of the University or his designee, the Chairpersons of each standing committee, and two (2) additional members as may be designated by the Chairperson.

(ii) Development Committee. The Development Committee shall review, approve and recommend to the Directors all major fundraising initiatives and campaigns undertaken by the Foundation or the University and each of its components; carry out a regular fundraising program; prepare policies and strategies for the solicitation, receipt, acknowledgment, stewardship and recognition of financial support; and prepare standards for gift recognition including, without limitation, endowed chairs, endowed professorships, endowed lectureships, endowed scholarships,

the naming of colleges, schools, centers, buildings, areas and other significant facilities and activities of the University, recognizing, however, that only the Board of Trustees has the ability to recommend that state buildings and facilities be named after donors. The Development Committee shall coordinate all fundraising activities of the University, including those conducted by auxiliary groups which wish to use the Foundation's Certificate of Registration from the State of Florida or the University's trademarks. ~~The Development Committee shall have up to ten (10) members, including one (1) Ex Officio member as defined in Article 1. Section 2(iii), of these Bylaws.~~

(iii) Finance and Audit Committee. The Finance and Audit Committee shall be responsible for the preparation and periodic review of the Foundation's annual budget, which shall be prepared before the beginning of the University's fiscal year, approved by the Directors and recommended by the University President to the Board of Trustees each year no later than sixty (60) days following the beginning of the Foundation's fiscal year. The Board of Trustees must approve the Foundation budget before it can be enacted. It shall approve or reject gifts or bequests which impose unusual conditions on the Foundation or the University, subject to review and approval by the Executive Committee and the Directors. It shall monitor the work of the Foundation's Assistant Treasurer and shall review and report to the Board on the Foundation's Financial Statements and ensure that all financial reports are filed in a timely manner. The Finance and Audit Committee shall recommend to the Board investment policies relating to endowment funds, annuity funds, and short-term investments, charitable remainder trusts, engagement or termination of investment counselors and custodians and the basis of such engagement. It shall also appraise the performance of investment counselors and custodians and make periodic reports to the Board on investment performance and other important matters. It shall cause an audit to be made by an independent certified public accountant of the books of the Foundation as soon as possible after the close of the fiscal year of the Foundation, and to have the results reported to the Executive Director of the Foundation immediately, and to the full Board at their next meeting thereafter. The annual audit report shall be submitted by the University President to the Board of Trustees for review no later than the end of the fourth month following the close of the organization's fiscal year. The annual audit report shall also be submitted to the Auditor General and to the Board of Governors no later than nine (9) months after the close of the Foundation's fiscal year. The audit shall be conducted in accordance with rules promulgated by the Board of Trustees and with the policies adopted by the Auditor General. The Finance and Audit Committee also shall ensure that the financial records of the Foundation are maintained in accordance with generally accepted accounting principles, that consistent and reliable financial practices are followed and that the current financial status of the Foundation is reported to the Executive Committee and the Directors regularly. The Finance and Audit Committee shall comply with all requirements set forth in the Audit Charter attached hereto as Exhibit "A" to these Bylaws and incorporated by reference herein. ~~The Finance and Audit Committee shall have up to ten (10) members including one Ex Officio Member as defined in Article 1. Section 2 (iii) of these Bylaws.~~

(iv) Recruitment Committee. The Recruitment Committee shall receive recommendations for nominees to the Board and as Officers, evaluate such recommendations, and present nominations for open positions to the Board at least seven (7) days prior to the Annual Meeting, or any meeting where new Directors will be chosen. The Recruitment Committee shall advise new Directors of the responsibilities of membership; nominate individuals for special recognition as members of the Foundation; and monitor the attendance, participation and activity of Foundation members and Directors. ~~The Recruitment Committee shall have up to ten (10) members, including one Ex Officio Member as defined in Article 1. Section 2 (iii) of these Bylaws.~~

(v) University and Community Relations Committee. The University and Community Relations Committee shall coordinate with, and render assistance to the Vice President for External Relations or the Chairperson's designee in building awareness and support for FIU within the community by advocating for the University with external constituencies and assisting with university events and activities. ~~The University and Community Relations Committee shall have up to ten (10) members, including one Ex Officio Member as defined in Article 1, Section 2 (iii) of these Bylaws.~~

Section 3. Special Committees. The Chairperson of the Directors may establish Special Committees from time to time to assist the Directors in carrying out the purposes of the Foundation. The Chairperson shall report the establishment of all Special Committees and the names of their chairpersons and members to the Executive Committee and the Directors at the next ensuing regular meetings of the Executive Committee and Directors.

#### ARTICLE 4. SPECIAL MEMBERS OF THE FOUNDATION.

Section 1. Purpose of Special Members. The Directors may from time to time, acting by majority vote, establish special categories of membership in the Foundation for the purpose of honoring persons for contributions, service or achievement. The qualifications for special membership for each category shall be determined by the Directors as they deem necessary for the benefit of the Foundation and the University. Special members shall have no vote in meetings of the Foundation's members or Directors except as specifically provided in these bylaws.

Section 2. Special Member Categories. The Foundation shall have the following special member categories for honorary and recognition purposes:

(i) Chairperson Emeritus. This category honors the Chief Executive Officers of the Foundation who have rendered extraordinary service to the Foundation. The Directors may elect a former Chairperson, after his/her term of office shall have expired, as Chairperson Emeritus of the Foundation. The Chairperson Emeritus shall be elected by a two-thirds vote of the Directors present.

~~(ii) \_\_\_\_\_~~ ~~(ii)~~ Director Emeritus. The Directors may elect a former Director, after his/her term of office shall have exp

#### ARTICLE 5. EXECUTIVE AND ADMINISTRATIVE SUPPORT

There shall be an Executive Director of the Foundation. The President of the University shall approve and recommend to the Board a person to serve as Executive Director of the Foundation. After duly considering the recommendation of the University President, the Board shall appoint, by majority vote, the Executive Director of the Foundation, whose primary responsibilities are to manage the corporate affairs of the Foundation on a day-to-day basis, in accordance with policies established by the Directors, and to carry out the functions and duties of the position as prescribed



by the Directors in consultation with the University President. The Executive Director shall report to the Board and the University President.

There may be an Assistant Secretary and an Assistant Treasurer to whom the Secretary or Treasurer may delegate part of their duties. The Assistant Secretary and Assistant Treasurer shall report to the Secretary and Treasurer respectively. Neither the Executive Director of the Foundation, the Assistant Secretary nor the Assistant Treasurer shall be considered members or officers of the Foundation nor shall they have voting rights.

## ARTICLE 6. FUNDS.

Section 1. Fund Categories. The assets of the Foundation shall be held in various Funds as established in these Bylaws or as the Directors shall designate, with as many subfunds and accounts within these groupings as shall be necessary or desirable to achieve the purposes of the Foundation and to comply with the terms of gifts to the Foundation. The Foundation's Finance and Audit Committee shall review these fund categories at least annually and will recommend changes needed to the Executive Committee and the Directors. "Funds" include General Funds, Designated Funds (including Building Funds), Endowment Funds and other special fund categories.

Section 2. General Funds. General Funds are funds which may be used for the general purposes of the Foundation, including administration of the Foundation's affairs, or funds with restrictions which do not seriously inhibit their use for general Foundation purposes. All donations to the Foundation shall be credited to the General Funds when received, including all principal and income from properties donated to, disposed of, or held by the Foundation, unless the terms of the gift shall require the Foundation to credit such donations or the income of principal from such properties to a specific Designated Fund, as described in the Bylaws, or to a specific use or purpose inconsistent with the general unrestricted use by the Foundation of such donation or the income therefrom.

Section 3. Designated Funds. Designated Funds of the Foundation will be established for each major academic and administrative unit of the University to receive donations to the Foundation which are designated for such purposes. Additional Designated Funds for other specific purposes may be established by the Executive Committee or Directors. The principal of all designated Donations shall be credited to such Designated Fund. Interest income from designated funds shall be credited to the Foundation's General Funds to offset additional university fundraising and support activities unless the terms of the gift specify otherwise.

Section 4. Building Funds. The Board may, from time to time, establish Building Funds for specifically designated capital projects. They shall be administered as Designated Funds.

Section 5. Endowment Funds. Endowment Funds, or Permanently Restricted net assets, are contributions including state matching that must be held and invested in perpetuity as stipulated by the Donor. Only the earnings generated by these investments may be expended and only in accordance with the donor's intent and the gift agreement. All endowment funds are pooled and invested as directed by the Board. Investment earnings/losses are distributed to each endowment on a yearly basis based on its pro-rated share of earnings/losses generated by the permanently restricted net assets. Unless stipulated by the donor, earnings shall not be permanently restricted. The Board will determine the percentage of yearly earnings to be distributed for spending and the



percentage to be held in reserve as added principal. The added principal is available for future spending and although it is temporarily restricted, it may be used— to calculate the endowment's average balance from which future distributions are based. Losses attributable to permanently restricted net assets must first reduce any added principal held in reserve prior to reducing the corpus of the endowment. Any permanently restricted net asset which has been reduced by losses must be reinstated to its original corpus before any future investment earnings are distributed for spending. No corpus including state matching may be reduced for spending. An administration fee, as approved by the Board, may be charged to endowments. This fee will be covered by the endowment's investment earnings, but may not reduce an endowment's corpus.

Section 6. Ownership and Use of Funds.

(i) All Funds described herein shall be the property of the Foundation and shall be owned by the Foundation as defined in and limited by its Articles of Incorporation, Bylaws, and applicable Florida and Federal law and regulations. In such capacity, the Foundation shall have the ultimate authority and control over all property in the Funds, and the income derived there—from, for the general purposes of the Foundation.

(ii) The assets and income of any Fund may be commingled with those of other unrestricted funds of the Foundation, or may be invested in units of a common investment fund which may be established or utilized by the Foundation, unless otherwise restricted by the terms of gift. The Foundation shall not have an obligation to commingle the assets for investment purposes and may, in its discretion, retain any assets received or hold the assets of a Fund as a separate unit for investment purposes. Any investment or reinvestment of assets shall be made only in such investments as are appropriate for a prudent fiduciary.

(iii) Specific expenses necessary or desirable for the proper administration of each Fund and subfund shall be charged to that Fund or subfund. General operational and administrative expenses shall be charged to each Fund or subfund in accordance with a formula approved by the Directors unless inconsistent with the terms of the gift or otherwise legally improper. Such charges shall be paid into the General Funds where they may be disbursed to pay such expenses. In the event such charges are inconsistent with the terms of the gift or otherwise legally improper, the Directors shall determine which Funds may be used to pay for such expenses.

(iv) These provisions shall not limit in any way the power and ability of the Directors to accept special gifts from donors which may be used for purposes specified by the donors, if such purposes fall within the Foundation's broad general purposes, and which may be subject to such ownership, income and distribution characteristics and restrictions as the Directors of the Foundation and the donors of such gifts may agree, but no characteristic or restriction shall jeopardize the Foundation's tax exempt status or its corporate charter. The Directors intend that all donations will be administratively grouped as a part of one or more of the Funds specified above or as may be established.

(v) Upon the voluntary or involuntary dissolution of the Foundation, or decertification of the Foundation by the Board of Trustees, the Directors shall, after paying or providing for all debts and obligations of the Foundation, transfer the assets of the Foundation to the University, subject to the conditions, restrictions and limitations to which the assets were subject when they were assets of the Foundation.

Section 7. Checks and Depositories. Except as may otherwise be specified in these Bylaws, the Directors shall provide by Resolution which Officers, Directors, or their designees are authorized to draw checks on the Funds of the Foundation and may impose any reasonable terms, conditions or limitation on such authority. Checks or drafts on the Funds of the Foundation shall be signed by any two of the Officers, Directors, or their designees authorized to do so by the Directors or by these Bylaws. Funds of the Foundation shall be deposited to the credit of the Foundation only in institutions approved by the Directors by resolution and only in financial institutions insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation.

Section 8. Fiscal Year. The fiscal year of the Foundation shall be consistent with the fiscal year of the University.

#### ARTICLE 7. CODE OF ETHICS.

##### Code of Ethics – Conflict of Interest

Directors stand in a fiduciary relationship to the University and the Foundation. Therefore, Directors shall act in good faith, with due regard to the interests of the University and the Foundation, and shall comply with the fiduciary principles and law set forth in the Code of Ethics for Public Officers and Employees, Chapter 112, Part III, Florida Statutes. Directors shall comport themselves in accord with the statutory Code of Ethics and the Conflict of Interest Policy attached to these Bylaws as Appendix “B”. Each Director shall annually complete and sign a disclosure form as required by said policy.

The Foundation shall maintain the highest ethical standards in all of its operations in order to protect and preserve the Foundation’s good name, business interests, and relationships with donors, beneficiaries, and the community at large, and shall adhere to the requirements of the Florida Whistle-blower’s Act, Sections 112.3187 – 112.31895, Florida Statutes.

#### ARTICLE 8. MISCELLANEOUS PROVISIONS

##### Indemnification

The Board shall, to the extent legally permissible, indemnify and defend each of its Directors, officers, employees, volunteers and other agents against all liabilities and expenses incurred in the connection with the disposition or defense of any action, suit or other proceeding, whether civil or criminal, in which such person may be involved by reason of Foundation service, except with respect to any matter in which such person shall have been adjudicated in any proceeding not to have acted in good faith; and further provided that no settlement shall be entered into without the prior consultation and approval of a duly authorized representative of the Board.

##### Service of Process

Service of process may be made on the Office of the University’s General Counsel.

##### Fiscal Year

The fiscal year of the Foundation shall commence on July 1 of each year and end on June 30.

Foundation Records and Sunshine Laws

Public access to Board records will be governed by the provisions of ~~the Public Records Law~~, Chapter ~~1004.28(5)49~~, Florida Statutes. Board meetings shall be governed by the provisions of the Open Meetings Law, Chapter 286, Florida Statutes. The Foundation shall maintain and/or dispose of all records made or received in connection with Foundation business in accordance with a document retention schedule as the Board may adopt from time to time.

#### ARTICLE 9. AMENDMENTS.

Section 1. Amendments to Bylaws. These Bylaws may be altered, amended, rescinded, or repealed at any regular or special meeting of the voting Directors by the affirmative vote of two-thirds of the voting Directors present. Any amendment to the Bylaws, approved by the Board, shall be submitted by the University President to the Board of Trustees for approval prior to its effective date.

Section 2. Amendments to Articles of Incorporation. Articles of Incorporation of the Foundation may be altered or amended at any regular or special meeting of the Board by resolution approved by the affirmative vote of two-thirds of the voting Directors present, subject to approval by the Secretary of State of Florida as required by law and subject to any approval which may be required by the Board of Trustees. Written notice of any proposed amendment of the Articles of Incorporation shall be mailed to each Director not less than fifteen (15) days prior to any meeting at which such proposed amendment is to be considered.

Section 3. Requirements of Florida Law. All amendments to the Bylaws and Articles of Incorporation of the Foundation shall comply with Florida law and appropriate state rules and policies.

#### ARTICLE 10. OFFICE.

The office of the Foundation shall be located at the University.

#### ARTICLE 11. EMPLOYEES OF THE FOUNDATION

Any person employed by the Foundation shall not be considered to be an employee of the State of Florida by virtue of such employment. Any employee of the State of Florida who is assigned to work on Foundation matters shall not be considered an employee of the Foundation.

#### ARTICLE 12. SEAL.

The corporate seal of the Foundation shall bear the words "FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC." and "MIAMI, FLORIDA" and the date "1969". The corporate seal shall be used only in connection with the transaction of business of the Board and of the University. The Secretary may affix the seal on any document signed on behalf of the corporation. Permission may be granted by the Secretary for use of the seal in the decoration of any University building or in other special circumstances. The seal of the Board shall be consistent with the following form and design:

#### ARTICLE 13. PARLIAMENTARY PROCEDURE.

## Exhibit "P"

Where not addressed by these Bylaws, the Articles of Incorporation, or Florida law, all matters of procedure shall be governed by Roberts Rules of Order (latest edition).

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**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

31 March 2009

**SUBJECT: CONCLUDING REMARKS AND ADJOURNMENT**

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**PROPOSED BOARD ACTION**

None. Information only.

**AUTHORITY FOR BOARD ACTION**

N/A

**BACKGROUND INFORMATION**

David Parker, FIU Board of Trustees Chair, will adjourn the meeting with closing remarks.

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**EXHIBITS/SUPPORTING DOCUMENTATION:**      ■ N/A

**FACILITATORS/PRESENTERS:**                      ■ David Parker

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