



**FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
FULL BOARD**

**Friday, November 20, 2009
9:00 a.m.
Florida International University
Modesto A. Maidique Campus
Graham Center Ballrooms
Miami, Florida**

AGENDA

1. **Call to Order and Chair's Remarks** Chairman Albert E. Dotson, Sr.
2. **Foundation Report** Joseph L. Caruncho
3. **Public Appearances** Albert E. Dotson, Sr.
4. **President's Report** Mark B. Rosenberg
5. **Action Items – Consent Agenda** Albert E. Dotson, Sr.
 - BT1. Minutes, 11 September 2009
 - EW1. Priorities for the 2010 Legislative Session
 - CW1. Personnel Policies
 - CW2. Ratification of Collective Bargaining Agreement, 2009-2012, between The Florida International University Board of Trustees and The Service Employees International Union Local 1991
 - AP1. Tenure Nomination
6. **Action Item, Board of Trustees**
 - BT2. Amendment to the Operating Procedures of the Florida International University Board of Trustees Albert Maury

7. Action Item/Status Reports, Board Committees and Workgroups

- **External Relations Workgroup Report** **Miriam López**
- **Compensation Workgroup Report** **Betsy Atkins**

Action Items (Tab CW)

CW3. University Goals, Fiscal Year 2009-2010

CW4. President Modesto A. Maidique, Management Review,
2008-2009

CW5. Proposed Bonus for University President Modesto A.
Maidique

- **Athletics Workgroup Report** **Jorge L. Arrizurieta**
- **Finance and Audit Committee Report** **Albert Maury**

Action Item (Tab FA)

, FA1. Approval of Request to Restructure/Refinance the FIU
Foundation, Inc. Loan Associated with Financing and
Construction of the MARC Building

- **Academic Policy Committee Report** **Patricia Frost**

8. New Business (*If any*) **Albert E. Dotson, Sr.**

9. Concluding Remarks and Adjournment **Albert E. Dotson, Sr.**

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

November 20, 2009

Subject: Call to Order and Chair's Remarks

Proposed Board Action

None. Information only.

Authority for Board Action

N/A

Background Information

Albert E. Dotson, Sr., FIU Board of Trustees Chair, will convene the meeting with opening remarks.

Exhibits/Supporting Documentation:

▪ N/A

Facilitator/Presenter:

▪ Albert E. Dotson, Sr.

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

November 20, 2009

Subject: Foundation Report

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.

Exhibits/Supporting Documentation:

▪ N/A

Facilitator/Presenter:

▪ Joseph L. Caruncho

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

November 20, 2009

Subject: Public Appearances

Proposed Board Action

None. Information only.

Authority for Board Action

N/A

Background Information

Public Comment Period (if timely requested and approved)

Exhibits/Supporting Documentation:

▪ N/A

Facilitator/Presenter:

▪ Albert E. Dotson, Sr.

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

November 20, 2009

Subject: President's Report

Proposed Board Action

None. Information only.

Authority for Board Action

N/A

Background Information

Mark B. Rosenberg, President, will provide the University report.

Exhibits/Supporting Documentation:

▪ N/A

Facilitator/Presenter:

▪ Mark B. Rosenberg

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

November 20, 2009

Subject: Consent Agenda

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, 11 September 2009

EXTERNAL RELATIONS WORKGROUP

EW1. Priorities for the 2010 Legislative Session

COMPENSATION WORKGROUP

CW1. Personnel Policies

CW2. Ratification of Collective Bargaining Agreement, 2009-2012,
between The Florida International University Board of Trustees
and The Service Employees International Union Local 1991

ACADEMIC POLICY COMMITTEE

AP1. Tenure nomination

FURTHER RESOLVED that Exhibits "A," "B," "C," "D," "E," "F," "H," and "I" are
attached to this Resolution and made part of the minutes for this meeting.

Exhibits/Supporting Documents:

- **EXHIBIT "I":** Board of Trustees Minutes 9.11.09
- **EXHIBIT "A":** Priorities for the 2010 Legislative Session
- **ATTACHMENT "1":** Summary of Personnel Policies
- **EXHIBIT "B":** Division of Human Resources – Domestic Violence Leave Policy
- **EXHIBIT "C":** Division of Human Resources – Workplace Violence Policy
- **EXHIBIT "D":** Division of Human Resources – FMLA, Maternity/Paternity, and Medical Leave Policy
- **EXHIBIT "E":** Division of Human Resources – Sick Leave Policy
- **ATTACHMENT 2:** Term Sheet
- **EXHIBIT "F":** BOT-SEIU- Collective Bargaining Agreement and Policies
- **Academic Policy Committee item**
(Information behind the Academic Policy Committee tab)

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

November 20, 2009

Subject: Full Board Meeting Minutes, 11 September 2009

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 11 September 2009, attached to this Resolution as Exhibit "I," are hereby approved.

Exhibits/Supporting Documents:

- Exhibit "I": 11 September 2009 Full Board meeting minutes

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**BOARD MEETING
MINUTES
11 SEPTEMBER 2009**

1. Call to Order and Chair's Remarks

Chairman Albert E. Dotson, Sr. convened the meeting of The Florida International University Board of Trustees at 9:06 a.m., on Friday, 11 September 2009, at Modesto A. Maidique Campus, Football Stadium Club, Miami, Florida.

The following attendance was recorded:

Present:

Albert E. Dotson, Sr. *Chair*
 Albert Maury, *Vice Chair*
 Jorge Arrizurieta
 Thomas Breslin
 Patricia Frost
 S. Lawrence Kahn

Miriam López
 Claudia Puig
 Anthony Rionda
 Mark B. Rosenberg

Excused:

Cesar Alvarez
 Betsy Atkins
 Kirk Landon
 David Parker

Chairman Dotson welcomed all Trustees, University faculty and staff. He also introduced and welcomed newly appointed Trustee S. Lawrence Kahn, President and Chief Executive Officer of Lowell Homes, Inc. He recognized Foundation, Inc. Board of Directors Vice Chair T. Gene Prescott, noting that he would represent the Foundation Board in Chairman Joseph Caruncho's absence. He also welcomed Foundation Directors Gerald Grant and David Pearlman to the meeting.

Chairman Dotson asked for a minute of silence in remembrance of September 11, 2001.

Chairman Dotson commented on President Rosenberg's Installation Ceremony, noting that on behalf of the Board, he looked forward to entering the next phase of the University's development under Dr. Rosenberg's leadership. He added that as is stipulated in the current employment agreement, President Rosenberg will provide a summary overview of the University and President's Goals for fiscal year 2009-2010 prior to October 15, 2009. He further noted that given the current schedule, the President would provide the full report and presentation at the November 20, 2009 Board of Trustees Full Board meeting.

Chairman Dotson welcomed all those present to the Football Stadium Club. He noted that Saturday, September 12, 2009 marked the beginning of the 2009-2010 Football season and encouraged all to attend the home-opener on September 26, 2009. He thanked Athletic Director Pete Garcia and his staff for their hard work. AD Garcia noted the exceptional performance of the Women's Volleyball team, who defeated the University of Miami Women's team, 3-0, in the home-

opener. AD Garcia introduced Golden Panthers Quarterback Paul McCall, noting his exemplary academic and athletic performances. Paul provided brief remarks on his experience as a student athlete, noting that he looked forward to continuing his studies as well as the start of the Football season.

Chairman Dotson noted that he attended the Academic Policy Committee meeting held on September 10, 2009. He further noted that during the meeting, three students provided reports on their respective undergraduate education, doctoral research and alternative break experiences. Chairman Dotson noted that he shared in the Committee's enthusiasm over the reports, stating that both he and Academic Policy Committee Chair Patricia Frost agreed to invite the students to repeat their respective presentations for the benefit of the entire Board. Trustee Frost called upon Vanessa Santana, Marlon Bright and Patricia Guerra-Diaz who discussed the impact of FIU on their lives. Trustee Frost commended Vanessa, Marlon and Patricia, adding that they are truly representative of the outstanding students the Board serves.

Chairman Dotson thanked the students for sharing their experiences.

Chairman Dotson announced that commencing with this meeting, all meetings of the Board will be audio recorded, noting that the ensuing recording would be maintained in compliance with public records laws.

2. FIU Foundation Report

FIU Foundation, Inc. Board of Directors Vice Chair T. Gene Prescott, presented the Foundation Report, noting that the excess receipts over expenses totaled \$3.3 million for the year. He added that the Annual Fund also exceeded revenues over expenses for the fiscal year. He provided an update on the investments performance and fundraising efforts. He also noted the continued increase in Alumni membership.

3. President's Report

President Mark B. Rosenberg commented on the upcoming legislative session and the expected continued budget reductions. In the face of the projected reductions, he requested that CFO & Senior Vice President for Administration Kenneth Jessell provide a budget update. CFO Jessell provided a report on the State's economic outlook and the current factors that influenced general revenues. President Rosenberg stressed the importance of funding the state's higher education system.

President Rosenberg noted that three full weeks of classes have been completed and announced the following new administrative appointments: Alexander Acosta, Dean of the College of Law; Marie McDemmond, Interim Dean of the College of Education; Joan Remington, Interim Dean of the School of Hospitality & Tourism Management, and Brian Schriener, Interim Dean of the College of Architecture & the Arts. He asked all those present to join him in welcoming the new members of the FIU family.

President Rosenberg recognized a member of the FIU family, Dr. Pedro Jose “Joe” Greer, Jr., noting that Dr. Greer received the Presidential Medal of Freedom. President Rosenberg noted that the Landscape Architectural Accreditation Board awarded initial six-year accreditation to the first professional Bachelor’s of Landscape Architecture degree program. He also noted that ABET awarded full six-year accreditation to all continuing engineering programs and the full six-year accreditation to the new Environmental Engineering program. He recognized the hard work and efforts of Deans Brian Schriner and Amir Mirmiran, along with their faculty and staff. He asked all those present to join him in recognizing these outstanding members of the FIU family.

President Rosenberg noted that the hiring of new faculty was essential to the continued strategic progress of the University. He announced that the University hired a cluster of leading experts on Attention Deficit Hyperactivity Disorder. He introduced Dr. William E. Pelham, a distinguished professor of Psychology, Pediatrics and Psychiatry, who would bring with him two other leading scientists in the field of child psychology and psychiatry. Dr. Pelham provided a brief overview of his work and research, noting that he looked forward to conducting his research at such a dynamic University with boundless potential.

4. Public Appearances

There were no requests to address the Board.

5. Action Items – Consent Agenda

Chairman Dotson 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:

BOARD OF TRUSTEES

BT1. Minutes, 12 June 2009

FINANCE AND AUDIT COMMITTEE

FA3. Signature Authority – Authorization to Sign Checks

ACADEMIC POLICY COMMITTEE

AP1. Tenure as a Condition of Employment Nominations

AP2. Request to Terminate Academic Programs

6. Action Items/ Status Reports, Board Committees and Workgroups

Chairman Dotson requested to change the order of the Committee and Workgroup Reports. There were no objections. He asked External Relations Workgroup Co-Chair Miriam López to provide the External Relations Report.

External Relations Report

External Relations Workgroup Co-Chair Miriam López provided the Governmental Relations Update, reporting on topics which included the Revenue Estimating Conferences, federal relations and next year's FIU Day which was scheduled for March 3, 2010. She also provided the External Relations Update, providing a summary of the Presidential Installation Events and reporting on presidential community engagement.

Finance and Audit Committee

Finance and Audit Committee Chair Albert Maury reported on items heard by the Committee and introduced the Reimbursement of Certain Costs Relating to Parking Garage V Project and the Refunding of FIU Athletic Finance Corporation's \$35 Million in Outstanding Bonds for Board consideration and approval.

FA2. Reimbursement of Certain Costs Relating to Parking Garage V Project

CFO Jessell presented the Reimbursement of Certain Costs Relating to Parking Garage V Project for Board review, noting that the Resolution was intended as a declaration of official intent under Treasury regulations for the University to reimburse itself from the Bonds for expenses incurred with respect to the construction of Parking Garage V. He further noted that in order to obtain reimbursement from the bond proceeds, the Internal Revenue Service required the University to declare its intent to seek reimbursement prior to the sale of the Bonds.

After discussion, the Board adopted the following Resolution:

WHEREAS, on March 31, 2009, the Florida International University Board of Trustees ("the BOT") authorized the issuance of tax-exempt bonds not to exceed an aggregate principal amount of \$32,000,000 (the "Bonds") through the Division of Bond Finance of the State Board of Administration of Florida (the "Division") for the purpose of financing a portion of the construction of Parking Garage V on the campus of the University (the "Project"); and

WHEREAS, before receipt of the proceeds from the sale of the Bonds, the University will need to use University funds which would then be reimbursed from the bond proceeds, in order to maintain the Project schedule and timely meet the University's needs for additional parking; and

WHEREAS, in order to obtain reimbursement from the bond proceeds, the Internal Revenue Service requires the University to declare its intent to seek reimbursement prior to the sale of the Bonds;

THEREFORE, BE IT RESOLVED THAT the BOT hereby approves the University reimbursing itself from the Bonds for expenses incurred with respect to the construction of the Project, to the maximum extent permitted under Treasury Regulation Section 1.150-2; and

BE IT FURTHER RESOLVED THAT the appropriate officers of the University are hereby authorized to take such actions as may be necessary to carry out the purposes of this Resolution.

FA4. Refunding of FIU Athletics Finance Corporation's \$35 Million in Outstanding Bonds

Committee Chair Maury noted that there was a new business item presented at the Board's Finance and Audit Committee, which was distributed to all Trustees prior to the Board meeting. He asked CFO Jessell to present the Refunding of the FIU Athletics Finance Corporation's \$35 Million in Outstanding Bonds for Board review. CFO Jessell noted that based on the authority granted by the Florida Statutes and the Florida Board of Governors, the University and its Direct Support Organization, the Athletics Finance Corporation, wished to enter into refundings for debt service where final maturities were not extended.

CFO Jessell provided an overview of the refunding proposals submitted by Regions Bank and Wachovia Bank respectively, noting that the negotiations were ongoing and that a final selection was expected shortly. He noted that the final selection would be made based on the best interest of the University and the Athletics Finance Corporation, provided that, at a minimum, the selected banking institution met or exceeded the terms specified in the proposals.

After discussion, the Board adopted the following Resolution:

WHEREAS, in April 2007, the FIU Athletics Finance Corporation (the "Corporation"), a direct-support organization of Florida International University ("University"), issued \$28,000,000 Capital Improvement Revenue Bonds (Football Stadium Project), Series 2007A and \$7,000,000 Taxable Capital Improvement Revenue Bonds (Football Stadium Project), Series 2007B (collectively the "2007 Bonds") to finance the construction of the FIU Football Stadium pursuant to a Trust Indenture by and between the Corporation and Regions Bank, N.A. as Trustee, dated April 1, 2007 (the "2007 Indenture"); and

WHEREAS, as a result of the extreme economic conditions affecting credit markets and the financial industry, the interest cost of the variable rate 2007 Bonds have dramatically increased due to the declining credit quality of Regions Bank, N.A., the bank that issued a letter of credit securing the 2007 Bonds; and

WHEREAS, Regions Bank, N.A. ("Regions") has offered to retire the 2007 Bonds and refinance the Corporation's debt with a \$28,000,000 Bank Qualified, Tax-Exempt Term Loan and a \$7,000,000 Taxable Term Loan (the "Term Loans") as outlined in the Commitment Letter dated August 10, 2009 and attached hereto as Exhibit "D" (the "Commitment Letter"); and

WHEREAS, Wachovia Bank, N.A., a Wells Fargo Company ("Wachovia"), has presented the University with various refinancing options with terms comparable in material respects to those offered by Regions, as set forth in Exhibit B attached hereto, and Wachovia is in the process of updating its proposal with additional information recently requested by the University; and

WHEREAS, substantial interest savings would be realized if the University retires 2007 Bonds and completes this refunding transaction through a conduit issuer that would permit a lower interest rate; and

WHEREAS, based on the presentations received from both banks, on or about September 4, 2009, the Board of Directors of the Corporation authorized the University to continue negotiations on the Corporation's behalf with the banks, and delegated the authority to the Chairperson of the Corporation to execute the proposed refunding transaction with the bank that the University President and CFO determine is in the best interest of the Corporation and the University, provided that, at a minimum, the selected bank meets or exceeds the terms specified in either Exhibit "D" or Exhibit "E";

THEREFORE, BE IT RESOLVED that the Florida International University Board of Trustees ("the BOT") authorizes the University CFO to continue negotiations to complete a refunding transaction to retire the 2007 Bonds with Bank Qualified, refunding bonds, or similar debt instrument, consistent with the terms specified in Exhibits "D" or "E"; and

BE IT FURTHER RESOLVED that the BOT delegates to the University and Corporation the authority to execute a refunding transaction and cause the issuance of the refunding bonds through a conduit issuer with the bank that the University President and CFO determine is in the best interest of the Corporation and the University; and

BE IT FURTHER RESOLVED that the BOT authorizes the Corporation to execute any such documents and/or take any such actions as shall be necessary complete the refunding transaction on terms and conditions that meet or exceed those set forth in Exhibits "D" or "E", to be secured by a lien upon and same pledge of revenues previously granted to the holders of the 2007 Bonds; and

BE IT FURTHER RESOLVED that the Board directs the University CFO to report to the Finance and Audit Committee on the progress of the refunding transaction at its next regularly scheduled meeting.

Academic Policy Committee

Academic Policy Committee Chair Patricia Frost reported on items heard by the Committee. She commended President Rosenberg on his commitment and unyielding dedication to the University.

7. New Business

Trustee Claudia Puig invited all those present to attend the Town Hall Meeting on Education, to be hosted by Univision Radio's WQBA 1140 AM, at Miami Dade College on September 30, 2009 at 5:00 pm. She announced that the panelists would include Mr. Alberto Carvalho, superintendent of Miami-Dade County Public Schools; Dr. Eduardo J. Padrón, president of Miami Dade College; and President Rosenberg. She noted that the Town Hall Meeting would mark the first time the leaders of the three public institutions convened for this type of event. She further noted that the Town

Hall Meeting would be aired live on WQBA 1140 AM, adding that the meeting was open to the public.

Trustee Thomas Breslin noted that the August 28th edition of the *Chronicle of Higher Education* listed the biggest gainers in federal funds for academic research and development during the seven year period spanning from 2000-2007. He further noted that FIU increased its federal funding the fifth fastest in the country during that seven year period, which was represented in an approximate 157 percent rate of increase.

8. Concluding Remarks and Adjournment:

Since there was no other business, the meeting of the Florida International University Board of Trustees was adjourned on Friday, 11 September 2009, at 11:18 a.m.

Albert E. Dotson, Sr.
Chairman
FIU Board of Trustees

Mark B. Rosenberg
Corporate Secretary
FIU Board of Trustees

Attachments: Exhibits "A," "B," "C," "D," & "E"

MB
9.18.09

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

November 20, 2009

Subject: Priorities for the 2010 Legislative Session

Proposed Board Action:

Adopt the following Resolution:

RESOLVED that the Florida International University Board of Trustees (“the BOT”) hereby adopts the Priorities for the 2010 Legislative Session, attached to this Resolution as Exhibit “A.”

Exhibits/Supporting Documents:

- EXHIBIT “A”: Priorities for the 2010 Legislative Session

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Priorities for the 2010 Legislative Session

March 2 – April 30, 2010

I. MITIGATE OPERATING BUDGET CUTS

Facing the darkest economic climate since the Great Depression, Florida ended its overtime 2009 session by balancing a budget with the help of federal stimulus funds, increasing the cigarette tax by \$1 a pack, increasing various fees and increasing tuition at state universities by as much as 15 percent. However, in spite of several attempts by Florida officials to offset the financial distress of Florida's economy with new revenue sources, estimated general revenue collections for 2009-10 were still less than 2008-09 collections by \$332.4 million or 1.6 percent. Furthermore, the Revenue Estimating Conference reduced expected distributions to the educational enhancement trust fund (lottery) from current projections by \$14.5 million in 2009-10 and \$13.4 million in 2010-11.

Since 2007-08, the SUS has seen over \$500 million in state budget reductions. FIU's share of the cuts is approximately \$56 million. The state revenue forecast for 2010-2011 does reflect a gradual increase in general revenue (GR). The current 2010-2011 GR estimates for recurring dollars is up \$1.188 billion but the non-recurring GR is down \$476.8 million for a resulting total increase of \$712 million. These projections are insufficient to meet the program requirements forecasted. The 2010 Legislature is faced with an estimated \$2.8 billion of GR critical needs (mandated program funding) and another \$1.7 billion GR of other high priority needs in 2010-2011. The single largest driver for critical needs is Medicaid which is estimated to need an additional \$1.6 billion of GR in 2010-2011.

Within Florida's fiscal environment, the primary objectives for FIU's 2010-2011 appropriation will be to prevent any further cuts to existing university programs. Mitigating state funding reductions is imperative considering the reduced funding FIU has already experienced while simultaneously remaining committed to providing the best possible educational opportunities for its students and community.

The University depends on you and your leadership to make sure that the funds are there for FIU's 40,000 students to complete their education and to make sure a strong public university will be here for those who follow. It's well documented that lifetime earnings will be significantly increased after completion of a baccalaureate degree, and even more after completion of advanced degrees. The University needs your support to sustain the educational opportunities at FIU vital to our families and our community.

The Board of Governors is recommending a consolidated system enhancement request that reflects BOG's current strategic initiatives.

II. FIU COLLEGE OF MEDICINE

On March 23, 2006, the Board of Governors approved the implementation of a new medical school at FIU. The Legislature followed suit during the 2006 Session by authorizing the Board approved College of Medicine at FIU with the passage of HB 1237.

Within the BOG's SUS Medical Education Initiative for 2010-2011, \$3.7 million is requested specifically for Year 4 to implement the FIU College of Medicine. Fiscal year 2009-2010 was the inaugural year for its 43 students. FIU urges the Legislature to fully support the funding request as approved by the BOG in accordance with the LCME accreditation plan.

III. FIXED CAPITAL OUTLAY PRIORITIES

The Board of Governors has requested \$37 million from the Public Education Capital Outlay (PECO) Trust Fund for university projects. Of that, \$3.9 million is allocated to FIU for Utilities/Infrastructure/Capital Renewal/Roofs.

FIU is seeking legislative approval for these projects, and will seek funding for additional capital priorities should funds become available.

IV. MAJOR GIFTS MATCHING PROGRAM

FIU asks the Legislature to support the Board of Governors request of \$153 million to fund the matching gifts program for the State University System. The Matching Gifts program is a powerful incentive that FIU has been able to use to encourage large donations which enhance the university's ability to attract recognized scholars, provide scholarships, and enable the improvement of our libraries. The Challenge and Courtelis Grant programs will help leverage potential donors to raise funds for existing university programs and is particularly important for the success of our medical school.

V. FACULTY AND STAFF SALARIES

Recognizing the limited availability of state funds, FIU supports policies and funding that will ensure FIU's faculty and staff are compensated appropriately.

FIU competes nationally to attract quality faculty to our campus. The University must face regional competition to retain qualified staff. Faculty and staff salaries continue to be one of the highest priorities for the BOG. The BOG and the state's universities have pledged to work together with the Florida Legislature to provide the funds that will allow FIU and the other state universities to compensate their faculty and staff on a competitive basis. The 2007 Legislature included university faculty and staff in the state pay package, but provided only a one-time \$1,000 bonus. FIU urges the Legislature to fund a faculty/staff pay package using State Administered Funds as soon as economically feasible.

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

November 20, 2009

Subject: Personnel Policies

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 Division of Human Resources is presenting four policies which include (1) a Domestic Violence Leave Policy; (2) a Workplace Violence Policy; (3) a revised FMLA, Maternity/Paternity, and Medical Leave Policy; (4) a revised Sick Leave Policy; and

WHEREAS, the Division of Human Resources proposes board adoption of the four aforementioned policies;

NOW, THEREFORE, BE IT RESOLVED, that the BOT approves the Domestic Violence Leave Policy attached hereto as Exhibit “B”; the Workplace Violence Policy attached hereto as Exhibit “C”; the amendment to the FMLA, Parental, and Medical Leave Policy attached hereto as Exhibit “D”; and the amendment to the Sick Leave Policy attached hereto as Exhibit “E”;

BE IT FURTHER RESOLVED that the four aforementioned policies 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 except the president.

EXPLANATION FOR PROPOSED BOARD ACTION:

The Human Resources division is proposing Board adoption (1) of a Domestic Violence Leave Policy to administer domestic violence leave per Florida Statute 741.313 and (2) of a Workplace Violence Policy in order to demonstrate the University's commitment to providing faculty, staff and students an environment that is safe, secure and free from threats, intimidation and violence and (3) of a revised FMLA, Maternity/Paternity, and Medical Leave Policy to include the updated regulations and (4) of a revised Sick Leave Policy to expand the authorized use of sick leave including military leave, maternity/paternity leave and domestic violence leave.

Exhibits/Supporting Documents:

- ATTACHMENT "1": Summary of Personnel Policies
- EXHIBIT "B": Division of Human Resources – Domestic Violence Leave Policy
- EXHIBIT "C": Division of Human Resources – Workplace Violence Policy
- EXHIBIT "D": Division of Human Resources – FMLA, Maternity/Paternity, and Medical Leave Policy
- EXHIBIT "E": Division of Human Resources – Sick Leave Policy



Summary of Personnel Policies

Domestic Violence Leave Policy (new)

- In response to Florida Statute 741.313 (Revised 2007) to ensure compliance;
- Employee entitlement of up to three (3) days of unpaid leave in a twelve (12) month rolling year period.

Workplace Violence Policy (new)

- Currently, policy does not exist to address workplace violence;
- In response to changing environment;
- Communicate University's position regarding workplace violence and consequences of such acts.

FMLA, Maternity/Paternity and Medical Leave Policy (revised)

- Update policy per FMLA Regulation to ensure compliance - revision includes allowance for military leave qualifying events, such as:
 - Exigency event (prepare for military leave),
 - Care for injured service member;
- Clarify difference between FMLA maternity/paternity leave, University maternity/paternity leave, and medical (non-FMLA) leave;
- Clarify employee eligibility and leave entitlement;
- Reformatted policy to improve readability.

Sick Leave Policy (revised)

- Update policy as a result of new Domestic Leave Policy and revised FMLA, Maternity/Paternity and Medical Leave Policy to include allowance of usage for maternity/paternity, domestic violence, and military leave entitlements.

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[Banner below indicates who needs to review policy. Most common example: University Community (faculty, staff and students)]

University Staff (non-bargaining unit faculty and employees)

SUBJECT (R*)	EFFECTIVE DATE (R*)	POLICY NUMBER (O*)
DOMESTIC VIOLENCE LEAVE	TBD	DRAFT

POLICY STATEMENT (R*)

Employees shall be granted up to three working days of unpaid job protected leave within a 12 month rolling year period to deal with issues relating to domestic violence suffered by the employee or a family or household member.

All employees are eligible for Domestic Violence Leave provided they have worked for the University for at least three months or longer prior to requesting the Domestic Violence Leave.

REASON FOR POLICY (O*)

To administer domestic violence leave per Florida Statute 741.313 in accordance with University procedures.

RELATED INFORMATION (O*)

Florida Statute 741.313

DEFINITIONS (R*)

1. "Domestic Violence" means assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member (Florida Statute 741.28(2)).
2. "Family or household member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit (Florida Statute 741.28(3)).

PROCEDURES (O*)

Employees are required to provide appropriate advance notice of the need for leave, except in cases of imminent danger to the health or safety of the employee, or to the health or safety of a family or household member.

Employees utilizing this leave category may, through their own efforts, undertake to do the following:

- Obtain an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;
- Obtain medical or mental health care in connection with domestic violence;
- Seek services from a victim services organization;
- Seek legal assistance in addressing issues arising from domestic or sexual violence or prepare for court proceedings for the same; or
- Secure existing housing from the perpetrator of the domestic or sexual violence or obtain new housing to escape the perpetrator.

If the employee has accrued sick, vacation and/or earned compensatory leave, the employee must use paid leave first and take the remainder of the leave period as unpaid leave. If, however, an employee does not have sufficient accrued sick, vacation and/or earned compensatory leave accrued, the time allowed per this policy will be approved without pay. Domestic Violence Leave may run

concurrently with Family Medical Leave if applicable.

Employees are required to provide sufficient documentation of the act of domestic violence. This documentation includes any written statement evidencing the employee's use of victims' services, medical or professional treatment of services, social or faith-based services, law enforcement or legal proceedings, or other actions or use of resources required to increase immediate safety. All written documentation will be kept strictly confidential and in a secured file separate from an employee's personnel file. This record is exempt from state public records disclosure requirements until one year after the leave is taken.

Employees are encouraged to seek help from law enforcement and/or from domestic violence counseling agencies. Employees may also seek assistance and referrals on campus through the Office of Employee Assistance.

RESPONSIBILITIES (O*)

HISTORY (R*)

Florida Law, s. 741.313 became effective July 1, 2007.

RESPONSIBLE UNIVERSITY DIVISION/DEPARTMENT (R*)

Division of Human Resources
Florida International University

RESPONSIBLE ADMINISTRATIVE OVERSIGHT (R*)

Employee and Labor Relations
11200 S.W. Eighth Street, PC 236
Miami, Florida 33199
Telephone Number: (305) 348-2181

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FORMS/ONLINE PROCESSES (O*)

Link to the above referenced Form(s) available in the "Document Details" Section of the online version of this policy document.

***R = Required *O = Optional**



[Banner below indicates who needs to review policy. Most common example: University Community (faculty, staff and students)]

University Staff (non-bargaining unit faculty and employees)

SUBJECT (R*)	EFFECTIVE DATE (R*)	POLICY NUMBER (O*)
WORKPLACE VIOLENCE	TBD	DRAFT

POLICY STATEMENT (R*)

Florida International University is committed to providing faculty, staff and students an environment that is safe, secure and free from threats, intimidation and violence. Such behavior while on University owned or controlled property, or while engaged in official University business, is strictly prohibited and will not be tolerated. Faculty, staff and student employees are expected to conduct themselves in a manner that promotes a community free from violence, including but not limited to threats of violence, harassment, intimidation, bullying, and disruptive behavior of a violent nature, irrespective of the motivation of the person acting in this manner.

Any form of violence by an employee against another employee, student, vendor or visitor to the University, including but not limited to physical attack, intimidation, bullying, threats or property damage, and irrespective of whether or not the violent act was motivated by an attack on someone based on but not limited to race, national origin, sex and/or sexual orientation, shall be cause for disciplinary action up to and including dismissal and may also result in criminal prosecution, if federal, state or local laws are violated.

Employees who intentionally file false reports pertaining to workplace violence shall be subject to disciplinary action, up to and including dismissal and may also result in criminal prosecution.

REASON FOR POLICY (O*)

As an academic institution, Florida International University will provide an environment and workplace that fosters learning, research, teaching, work study and growth. To fulfill this objective, the University will respond swiftly and take immediate action if violence or the threat of violence arises.

RELATED INFORMATION (O*)

DEFINITIONS (R*)

1. "Bullying" means systematically and chronically inflicting physical hurt or psychological distress on one or more individuals.
2. "Harassment" is any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct against a person that results in reasonable fear of harm to that person or their property.
3. "Intimidation" is an intentional act towards another person(s) that results in reasonable fear for his or her safety and/or the safety of others in the workplace.
4. "Physical Attack" is unwanted or hostile physical contact such as hitting, kicking, fighting, pushing, shoving or throwing objects.
5. "Property Damage" is intentional damage to or destruction of property owned by the University or its students, employees, vendors or visitors.
6. "Threat" is the express intent to cause physical or mental harm. An expression constitutes a threat without regard to whether the party communicating the threat has the present ability to carry it out and without regard to whether the expression is contingent, conditional or future.

7. "Workplace Violence" is defined as any actual or threatening behavior of a violent nature, as understood by a reasonable person, exhibited by faculty, staff, student employees or others, but is not limited to, intimidation, threats, physical attack, bullying, domestic violence or property damage.

PROCEDURES (O*)

All acts of violence must be reported to the proper authorities such as the immediate supervisor, department or divisional head and the Division of Human Resources. Threats or assaults that require immediate attention and response must be reported to University Police by dialing 305-348-5911 or (911).

RESPONSIBILITIES (O*)

HISTORY (R*)

Effective Date:

RESPONSIBLE UNIVERSITY DIVISION/DEPARTMENT (R*)

Division of Human Resources
Florida International University

RESPONSIBLE ADMINISTRATIVE OVERSIGHT (R*)

Employee and Labor Relations
11200 S.W. 8th Street, PC 236
Miami, Florida 33199
Telephone Number: (305) 348-2181

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FORMS/ONLINE PROCESSES (O*)

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***R = Required *O = Optional**



[Banner below indicates who needs to review policy. Most common example: University Community (faculty, staff and students)]

University Staff (non-bargaining unit faculty and employees)

SUBJECT (R*)	EFFECTIVE DATE (R*)	POLICY NUMBER (O*)
FMLA, PARENTAL MATERNITY/PATERNITY , AND MEDICAL LEAVE	July 2005	<u>DRAFT</u>

POLICY STATEMENT (R*)

This policy outlines the federally-mandated Family and Medical Leave Act (FMLA); the University Maternity/Paternity Leave; and the University 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.

If the employee has accrued vacation, sick and/or earned compensatory leave, the employee must use paid leave first and take the remainder of the leave period as unpaid leave.

While an employee is on paid leave under this policy, the University will continue to pay the matching portion of the employee's health and basic State life insurance premiums. While on approved medical leave of absence without pay under this policy, the University will continue to pay up to six months of the State's contribution for health and basic State life insurance premiums so long as the employee pays his/her portion of the premiums.

Family Medical Leave Act **FAMILY MEDICAL LEAVE ACT** (Applies to all Eligible Employees)

The Family and Medical Leave Act of 1993 (FMLA) grants up to twelve (12) work-weekworkweeks 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.~~

Eligibility

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.

Qualifying Events

~~To qualify, An eligible employee is entitled to a total of twelve (12) workweeks of unpaid leave in a twelve (12) month period based on one or more of 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 address a qualifying exigency as defined under FMLA arising out of the fact that a spouse, son, daughter, or parent has been called to covered active duty; and/or
- To care for a covered servicemember with a serious injury or illness. This special leave entitlement for servicemember caregivers grants eligible employees a total of twenty-six (26) workweeks/960 hours of leave in a single twelve (12) month period.

Leave Entitlement

- Leave may be taken on a continuous, intermittent, reduced workday/workweek basis or a combination thereof.
- For the birth or placement of a child, leave entitlement expires at the end of the twelve (12) month period beginning on the date of the birth and/or placement of a child.
- Spouses who are both employed by the University may be limited to a:
 - Combined total of twelve (12) weeks of leave during a twelve (12) month period if the leave is taken to care for the employee's parent with a serious health condition or for the birth or placement of a child; or
 - Combined total of twenty-six (26) weeks of leave during a single twelve (12) month period to care for a covered military servicemember with a serious injury or illness.

Notice and Certification

- Employees are to provide thirty (30) days advance notice, in writing, when the need is foreseeable; otherwise such notice must be given as soon as practicable.
- The University requires employees to provide medical certification to support a medical absence of four or more days and at the completion of the leave, if applicable, present a medical certification stipulating the employee's ability to return to work.

To be eligible for FMLA leave, an employee must:

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

Parental Leave MATERNITY/PATERNITY LEAVE (Excludes Temporary and Student Workers)

The University ~~will~~ may grant up to six (6) months leave (twelve (12) weeks under FMLA for eligible employees and twelve (12) weeks under Maternity/Paternity leave) for the qualifying events listed below. the 12-week period under FMLA to eligible employees for the four reasons stated above and additional leave not to exceed a total of 6 months for the following three reasons:

Qualifying Events

- 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).~~

Leave Entitlement

- Maternity/Paternity leave may begin no more than two weeks prior to the delivery date but no later than the date the child is born. If leave is not taken by the date the child is born, the employee shall qualify solely for the twelve (12) weeks granted under FMLA, and only if the employee meets eligibility criteria.
- Leave may ~~also be taken on a continuous, used intermittent~~ ~~intermittent, tently or under certain circumstances may use the leave to reduced the workweek/-or-workday basis, resulting in a reduced work schedule~~ or combination thereof contingent upon supervisory approval.
- Spouses who are both employed by the University may be limited to a combined total of up to twelve (12) or twenty-four (24) weeks (whichever is applicable) of leave during a twelve (12) month period.

Notice and Certification

- ~~Parental~~ Maternity/Paternity leave of absence requests shall be in writing, ~~when possible,~~ with at least 30 days advance notice. ~~If it is not possible to give 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 anticipated date the employee will of return to work.~~
- ~~For parental leave, Documentation must be provided by the employee's doctor or spouse's doctor of the expected due date, or official documentation for adoption or foster care. Parental leave may begin no more than two 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.~~

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 30 days notice. If it is not possible to give 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 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 MEDICAL LEAVE (Excludes Temporary and Student Workers)

Medical Leave applies to an employee who is not eligible for FMLA and who is absent for more than four days due to his/her serious health condition or to care for an immediate family member.

Non-FMLA Eligibility

- The employee has not met the initial FMLA eligibility requirements (i.e., length of service or minimum hours worked);
- The employee has a medical condition that has exhausted the 12 weeks of FMLA entitlement either from a prior leave or from an existing ongoing condition; or
- The medical facts presented do not support eligibility as defined under FMLA.

~~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 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.~~

Notice and Certification

- Employees are to provide thirty (30) days advance notice, in writing, when the need is foreseeable; otherwise such notice must be given as soon as practicable.
- The University requires employees to provide medical certification to support a medical absence of four or more days and at the completion of the leave, if applicable, present a medical certification stipulating the employee's ability to return to work.

~~Medical leave of absence requests shall be in writing, when possible, with at least 30 days notice. If it is not possible to give 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.~~

REASON FOR POLICY (O*)

To administer the federally-mandated Family and Medical Leave Act (FMLA); the University Maternity/Paternity Leave; and the University Medical Leave in accordance with University guidelines.

RELATED INFORMATION (O*)

United States Department of Labor Employment Standards Administration
<http://www.dol.gov/esa/whd/fmla/fmlaAmended.htm>

DEFINITIONS (R*)

FMLA Definitions

"Covered active duty" means (a) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (b) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

"Covered Servicemember" means (a) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (b) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

"Family" means spouse, parent (not parent-in-law), son or daughter (under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability).

"Next of kin" means nearest blood relative of that individual.

"Qualifying exigencies" may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings

PROCEDURES (O*)

FMLA, Parental & Medical Leave Procedures http://hr.fiu.edu/index.php?name=fmla_parental_medical

RESPONSIBILITIES (O*)

HISTORY (R*)

Effective July 2005, Revision Date TBD

RESPONSIBLE UNIVERSITY DIVISION/DEPARTMENT (R*)

Division of Human Resources
 Florida International University

RESPONSIBLE ADMINISTRATIVE OVERSIGHT (R*)

Employee and Labor Relations
 11200 S.W. Eighth Street, PC 236
 Miami, Florida 33199
 Telephone Number: (305) 348-2181

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FORMS/ONLINE PROCESSES (O*)

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*R = Required *O = Optional


University Staff (non-bargaining unit faculty and employees)

SUBJECT (R*)	EFFECTIVE DATE (R*)	POLICY NUMBER (O*)
SICK LEAVE	July 2005	1710.295

POLICY STATEMENT (R*)

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.
- 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 deal with issues relating to domestic violence suffered by the employee or a family or household member, as per the Domestic Violence Leave Policy.
- Qualifying events for a covered family member's service in the armed forces as described under the revised FMLA/Maternity/Paternity, and Medical Leave Policy.

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.

SICK LEAVE ACCRUAL

Length of Service	Hours Accrual Per Pay Period
Full-time employees	4 Hours
Part-time employees	Accrue sick leave at a rate directly proportionate to the percent of time employed (FTE)

REASON FOR POLICY (O*)

To administer the accrual and appropriate use of sick leave.

DEFINITIONS (R*)

“Illness/Injury” means 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 Americans with Disabilities Act, the provisions of Public Law 101- 336 shall apply.

“Employee’s Immediate Family” is defined as spouse, children (including foster or stepchildren), parents (including stepparents), brother and sister (including stepbrother and stepsister), grandparents, and grandchildren.

RESPONSIBLE UNIVERSITY DIVISION/DEPARTMENT (R*)

Division of Human Resources
Florida International University

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RESPONSIBLE ADMINISTRATIVE OVERSIGHT (R*)

Employee and Labor Relations
Florida International University
11200 S.W. Eighth Street - PC 236
Miami, Florida 33199
Telephone: (305) 348-2079

For any questions or comments, the “Document Details” view for this policy online provides complete contact information.

***R = Required *O = Optional**

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

November 20, 2009

Subject: Ratification of the Collective Bargaining Agreement, 2009-2012, Between the Florida International University Board of Trustees and the Service Employees International Union Local 1991

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 Health Center (i.e., nurses) are members of a bargaining unit represented by the Service Employees International Union Local 1991 (SEIU); and

WHEREAS, representatives of the BOT and the SEIU have engaged in collective bargaining and have reached an agreement on the terms of the 2009-2012 BOT-SEIU Collective Bargaining Agreement (“Agreement”) and Policies, Attached as Exhibit “F;” and

WHEREAS, the members of the bargaining unit represented by SEIU voted to ratify the Agreement and Policies on November 3, 2009;

NOW, THEREFORE BE IT RESOLVED, that the BOT hereby ratifies the 2009-2012 BOT-SEIU Collective Bargaining Agreement and Policies attached hereto as Exhibit “F”;

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

BACKGROUND INFORMATION:

LEGAL AUTHORITY:

Board of Governors’ regulation 1.001(5)(b) delegating and delineating powers of local boards of trustees, provides in pertinent part:

Each board of trustees shall act as the sole public employer with regard to all public employees of its university for the purposes of collective bargaining, and shall serve as the legislative body for the resolution of impasses with regard to collective bargaining matters.

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 SEIU have met in collective bargaining negotiations to discuss the terms and conditions of employment that will govern bargaining unit personnel within the members of the SEIU (e.g., nurses at the University Health Center). The bargaining teams have reached an Agreement for a term of three years. The Agreement is presented to the Board for ratification as required by Chapter 447, Florida Statutes.

Exhibits/Supporting Documents:

- ATTACHMENT 2: Term Sheet
- EXHIBIT “F”: BOT-SEIU- Collective Bargaining Agreement and Policies

SEIU COLLECTIVE BARGAINING

Term: Three years

Wages: 2008-2009: No across-the-board increase or merit pay will be given.

2009-2010: 2% across-the-board increase, effective May 8, 2009. No merit pay will be given.

2010-2011: No across-the-board increase will be given. There will be a merit increase of 1.5%, effective December 1, 2010.

Significant Changes: The collective bargaining agreement and policies remained the same with minor revisions to conform to the rest of the University's. Additionally, the Union will now be using the same performance review system and recruiting policy (which includes the updated background checks process) as used for non-unit employees.

Date of Union Ratification: November 3, 2009

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**The Florida International University
Board of Trustees**

and

**The Service Employees International Union
Local 1991**

Collective Bargaining Agreement

2009-2012

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Preamble

THIS AGREEMENT is between The Florida International University Board of Trustees ("University"), and the Service Employees International Union AFL-CIO, CLC (Local 1991) ("Union") representing the employees in the Bargaining Unit. It is recognized by the University and the SEIU 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 SEIU that terms and conditions of employment of employees are contained in this Agreement and in the University's personnel rules, policies, procedures, and manuals.

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

Finally, both parties recognize that this Preamble is a statement of intent and, therefore, not subject to the grievance procedure as outlined in Article 4.

Article 1 Recognition

Section 1 Florida International University (hereinafter referred to as the Employer, University, or FIU) recognizes the Service Employees International Union Local 1991 (hereinafter referred to as the Union) as the exclusive collective bargaining representative of the bargaining unit certified by the Public Employees Relations Commission in Case No. RA-2004-012 to consist of non-supervisory healthcare professionals employed by FIU in the classifications of registered nurse and advanced registered nurse practitioner (hereinafter referred to as the bargaining unit).

Section 2 FIU will not be called upon to recognize the SEIU as agent for any of its employees other than those included in the certified unit mentioned above, in the absence of a new PERC certification. When any new job classification is created, FIU will notify the Union. Any dispute as to an individual employee's status or any new classification status as being included or excluded from the bargaining unit will be resolvable through normal legal procedures, and not through the contractual grievance procedure.

Article 2 Definitions

The terms used in this Agreement are defined as follows:

2.1 "administration" means Florida International University acting through its President and staff.

2.2 "bargaining unit" means those employees, collectively, represented for collective bargaining purposes by the SEIU pursuant to Florida Public Employees Relations Commission Certification No. 1496 issued in Commission Order Number 04E-237, dated August 24, 2004 wherein the Commission determined the composition of the bargaining unit at FIU.

2.3 "Board, "BOT," or "Board of Trustees" means the body established to govern Florida International University by Article 9, Section 7 of the Florida Constitution, acting through the President and staff.

2.4 "Days" means calendar days, excluding any day observed as a State/University holiday.

2.5 "Employee" means a member of the bargaining unit as it is described in Article 1.

2.6 "Executive Director of SEIU Local 1991" includes his/her representative.

2.7 " President" means the President of FIU or his/her representative.

2.8 "SEIU Local 1991 Employee Representative" means an employee who has been designated by SEIU Local 1991 to investigate grievances and to represent grievants at Step 1 when SEIU Local 1991 has been selected as the employee's representative.

2.9 "supervisor" means an individual identified by the President or designee as having immediate administrative authority over bargaining unit employees.

2.10 "University", "university" or "FIU" means Florida International University, acting through the President and staff.

Article 3 Employee Representation and SEIU Local 1991 Activities

3.1 Designation and Selection of Representatives.

A. The Executive Director of SEIU Local 1991 shall annually furnish to the Vice President for Human Resources or designee, no later than July 1, a list of SEIU Local 1991 Employee Representatives and SEIU Local 1991 Staff Representatives who are designated to assist in processing grievances. This list shall include the class title, and the name of

each SEIU Local 1991 Employee Representative and the address and telephone number of the SEIU Local 1991 Staff Representatives. FIU will not recognize any person as an SEIU Local 1991 Employee Representative or SEIU Local 1991 Staff Representative whose name does not appear on the list. Changes in these representatives may be made by written notice to the University.

B. No more than two (2) employees may be designated as SEIU Local 1991 Employee Representatives.

3.2 Representative Access.

A. SEIU Local 1991 Staff Representatives shall have access to the premises of the University in accordance with policies regarding public access to State property and may request access to premises not available to the public under University policies. Such requests shall indicate the premises to be visited, the employees with whom the representative wishes to speak, the grievance being investigated, and the approximate length of time the representative will require such access. Permission for such access for the purpose of investigating an employee's grievance shall not be unreasonably denied and shall be limited to the working hours of the employee with whom the representative wishes to speak. Such access and investigation shall not impede University operations.

B. SEIU Local 1991 shall have the right to use University facilities for meetings on the same basis as they are available to other University-related organizations.

3.3 Consultation.

A. Consultation. The Vice President for Human Resources or his/her designee shall meet with SEIU Local 1991 Employee Representatives to discuss matters pertinent to the implementation or administration of this Agreement, University actions affecting terms and conditions of employment or any other mutually agreeable matters. The meetings shall be held on a mutually convenient date. The party requesting consultation shall submit a written list of agenda items no less than one (1) week in advance of the meeting. The other party may also submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues. The University and SEIU Local 1991 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. Attendance at these meetings shall be without loss of pay for the Employee Representative

3.4 Bulletin Boards.

A. Where official bulletin boards of the University are available in the student health centers, the University agrees to provide space on such bulletin boards for SEIU use in accordance with University policy. Where there is no official board, the University shall provide wall space in the student health centers for a board to be provided by SEIU.

B. The materials posted on the boards shall be related only to SEIU Local 1991 matters and shall not contain anything reflecting adversely on the University or any of its officers or employees, nor shall any posted material violate or have the effect of violating any law, rule, or regulations.

3.5 Agendas, Rules and Employee Information Provided.

A. FIU shall provide SEIU Local 1991 with the website address where it can view the agenda and approved minutes of meetings of the Board of Trustees.

B. Upon written request of SEIU Local 1991, FIU will, on a semi-annual basis, provide a list of employees with the employee name, work address, classification title, gross salary, and date of hire for each employee.

C. The University shall provide SEIU with the web site address where it can view FIU personnel rules, policies and this collective bargaining agreement.

3.6 Negotiations.

A. SEIU Local 1991 agrees that all collective bargaining is to be conducted with FIU representatives designated for that purpose by the University.

B. SEIU Local 1991 may designate in writing no more than two employees to serve on its Negotiation Committee and no more than two (2) employees to serve as alternates for Committee members who are unable to attend a negotiating session. The selection or attendance of any employee shall not impede the operations of the work unit.

3.7 Leave for Negotiating and Other SEIU Local 1991 Activities.

A. Employees shall have the right to request use of accrued vacation leave, in writing, for the purpose of attending SEIU conventions, SEIU conferences, consultation meetings, and collective bargaining negotiation sessions. The use of such leave shall be governed by the same rules and regulations as any other vacation leave; provided, however, that the use of such leave shall not impede the operations or staffing of the University. When the request for vacation leave for the purposes of attending collective bargaining negotiation sessions or consultation meetings is denied, the supervisor shall provide such denial in writing.

B. For each round of negotiations, the University agrees to provide SEIU with fifty (50) hours of paid negotiation leave for employees designated pursuant to Section 3.6(B) to serve on its Negotiation Committee for the purpose of attending negotiating sessions with the Board. The method of distribution of these fifty (50) hours among said employees shall be determined by SEIU. However, no Committee member (or alternate) shall be credited for more than eight (8) hours for any day of negotiations, nor shall the time in attendance at such negotiating sessions be counted as hours worked for the purpose of computing compensatory time or overtime. Upon the exhaustion of the fifty

(50) hours of negotiation leave provided pursuant to this Section 3.7(B), an employee serving on the Negotiation Committee may request negotiation leave pursuant to the Leave Bank provisions of Section 3.7(C) below.

C. Effective _____ [DATE OF JOINT RATIFICATION], an SEIU Leave Bank shall be established for the purpose of supplementing the vacation leave of the designated employee representatives who are required to attend SEIU conventions, SEIU conferences, consultation meetings, and collective bargaining negotiation sessions. The following rules shall govern the SEIU Leave Bank:

1. Effective the first payroll period after _____ [DATE OF JOINT RATIFICATION] each employee, who submits a signed SEIU Leave Bank deduction form to the Division of Human Resources, shall donate one (1) hour of vacation leave to be held in escrow for the purpose of supplementing the vacation leave of designated SEIU employee representatives who are required to attend SEIU conventions, SEIU conferences, consultation meetings, and collective bargaining negotiation sessions. Immediately upon deducting one (1) hour of vacation leave from each bargaining unit employee who has signed and submitted an SEIU Leave Bank deduction form to the Division of Human Resources, the total hours escrowed shall be assigned and credited to the individual vacation leave accounts of eight (8) designated SEIU employee representatives as follows: each SEIU employee representative's vacation leave account shall be assigned and credited one-eighth (1/8) of the total number of hours contributed and automatically deducted from the collective accounts of the bargaining unit employees authorizing such deductions.

2. Once the individual vacation leave accounts of the eight (8) designated SEIU employee representatives are credited, the supplemental vacation leave so credited shall be subject to the same rules and regulations as any other vacation leave.

3. The University shall have no responsibility or liability for the vacation leave deducted from the employee's covered hereunder and credited to the individual accounts of the designated SEIU employee representatives. SEIU shall indemnify the University and hold it harmless against any and all claims, demands, and liabilities which arise out of or by reasons of any action taken or not taken pursuant to the provisions of this Article.

4. The transfer and crediting of vacation leave set forth above shall again take place during the first payroll period after _____ [ANNIVERSARY DATE OF RATIFICATION] of each remaining year of this Agreement. The same procedures, including signed SEIU Leave Bank authorizations by bargaining unit employees, shall be utilized.

C. An alternate who is not substituting for an absent Committee member shall have the right to request unpaid leave or accrued vacation or compensatory leave for the purpose of attending negotiating sessions.

D. The time in attendance at such negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. Committee

members shall not be reimbursed by the University for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

Article 4

Grievance and Arbitration Procedure

Section 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.

Section 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 some express provision(s) of this Agreement which is subject to the Grievance Procedure.

Section 3

A. 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.

B. The commencement of legal proceedings against FIU in a court of law or equity, or before the Public Employees 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 matters under other University procedures available to address such matters provided the subject matter is the same. Further, 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 by the same party over the same incident will be dismissed. Except as otherwise specifically provided, the Grievance and Arbitration Procedure is the sole remedy for any alleged violations of this Agreement.

Section 4 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 or the Union representative and date signed;

Section 5 Grievances shall be processed in accordance with the following procedures:

STEP 1: The grievant shall present his/her grievance to the appropriate Supervisor within ten (10) calendar days of the occurrence of the action giving rise to the grievance or the date on which the grievant reasonably should have known of the violation. 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.

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 seven (7) calendar days of the date the answer was due, may appeal in writing to the Vice President of Human Resources or designee. The Vice President of Human Resources or designee shall investigate the alleged grievance and shall, within seven (7) calendar days of receipt of the written grievance, conduct a meeting between the Vice President of Human Resources or designee, other FIU representatives as necessary, the grievant and the grievant's Union representative. The Vice President of Human Resources or designee shall notify the aggrieved employee of a decision no later than seven (7) calendar days following the receipt of the written grievance at Step 2. Failure of the Vice President of 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.

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, request an arbitrator in accordance with Section 6 of this Article. A copy of the written request will be provided to the Assistant Vice President for Human Resources and the Assistant Vice President for Human Resources will be referred to as the FIU representative on the request form.

Section 6 The parties hereby agree that the arbitration selection procedure will be as follows:

A. Each party will select ten arbitrators which will be used to comprise a list of twenty potential arbitrators for a striking procedure to reach a final panel of five.

B. The parties will alternately strike arbitrators until a panel of five arbitrators remain and SEIU will strike first.

C. Arbitrators will be assigned pending grievances based on a rotational basis, sequence to be determined by alphabetical order.

D. In the event two or more of the final panel of five arbitrators are unable to perform their duties, then each party will select five replacement arbitrators to comprise a list of ten potential arbitrators wherein the striking procedure described above in subparagraphs (1) and (2) will be utilized to select the required number of replacements, with FIU striking first.

E. Once the replacement arbitrators have been selected, their names will be ranked in accordance with the procedure utilized in subparagraph 3 for future assignments.

Section 7 The following general rules are applicable to this Article:

A. The grievant may abandon or settle a grievance. Grievances settled under the Grievance Procedure provided 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 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 2 and 4 above.

E. The arbitrator shall determine each dispute in accordance with the terms of this Agreement or the issues as may be agreed upon by the parties.

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

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

H. Upon request, the arbitrator shall rule on arbitrability before issuing a decision on the merits.

Section 8 The arbitrator's decision shall be final and binding on the Union and on all bargaining unit employees and on FIU.

Section 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 FIU under applicable law, rules, and regulations having the force and effect of law.

C. Retroactivity. An arbitrator's award may or may not 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 days prior to the date the grievance was originally filed in accordance with this Article.

Section 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. 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 5

Layoffs

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

- A. Training, experience and position, including certifications.
- B. Employee's overall performance/disciplinary record.
- C. Seniority.

As between two employees, if one and two above are relative equal, then seniority shall prevail.

5.2 As determined by FIU, layoffs may be confined to a department(s) or any other organizational subdivision of FIU.

5.3 Laid off employees shall have recall rights only to positions within the bargaining unit. Recall will be in reverse order of layoffs. No new bargaining unit employees will be hired by the department(s) until all laid off members of the bargaining unit are offered recall. Any employee offered recall at his/her last known address must contact FIU and agree to return to work within 21 calendar days or forfeit all recall rights.

Article 6 Safety

6.1 FIU shall make every reasonable effort to provide employees a safe and healthy working environment. FIU and SEIU Local 1991 agree to work cooperatively toward reducing job-related injuries and Workers' Compensation costs by encouraging improved safety measures.

6.2 When an employee believes that a condition exists at a the University which is a violation of an established health or safety rule, or which is a hazard to persons or property, such condition shall be reported immediately to the appropriate supervisor or supervisor's designee. The University shall investigate the report and respond to the employee in a timely manner.

6.3 Complaints which arise under this section shall be grievable, but only to Step 2 of the grievance procedure of Article 4.

Article 7 Wages

7.1 Salary Increases for Fiscal Year 2008-2009

a) The Board shall not give any (0%) across-the-board salary increase or merit increase for Fiscal Year 2008-2009.

7.2 Salary Increases for Fiscal Year 2009-2010

a) Across-the-board Salary Increase. The Board shall provide all eligible bargaining unit employees with an across-the-board salary increase to the eligible employees' base pay and in proportion to their full-time equivalency (FTE) of two percent (2%) effective May 8, 2009. The increase shall be effective the first pay period following the date of joint ratification of the contract by the parties. Eligible employees refer solely to

those employees who have been employed with the University on or before November 8, 2008, continuously employed through the date of joint ratification, and who are, at a minimum, meeting their required performance standards according to their most recent annual evaluation. "Achieves Standards/Proficient" is the minimum required performance standard. If an ineligible employee achieves performance standards (in accordance with their most recent annual evaluation) after the implementation of the pay adjustment but prior to the end of the 2009-2010 Fiscal Year, the employee may receive the increase; however, such increase shall be effective on the date the employee becomes eligible, and not retroactively applied.

b) Merit Increase. The Board shall not give any (0%) merit increase for Fiscal Year 2009-2010.

7.3 Salary Increases for Fiscal Year 2010-2011

a) Across-the-board Salary Increase. The Board shall not give any (0%) across-the-board salary increases for Fiscal Year 2010-2011.

b) Merit Increase. The Board shall provide merit increases from a pool equal to one and one-half (1 ½%) percent of the base rate of pay of the bargaining unit's members pay. The merit pay shall be distributed in accordance with the criteria and rating of the Operational Excellence Award. Merit increases shall be effective the first pay period following December 1, 2010. Merit increases shall not adjust the base salary rate of the bargaining unit member. To be eligible, the employee must have been employed by the University before July 1, 2010, and continuously through the effective date of the salary action.

7.4 Contract and Grant-Funded Employees. Employees on contracts or grants shall receive salary increases provided that such salary increases are permitted by the terms of the contract or grant and adequate funds are available for this purpose in the contract or grant.

7.5 Additional Salary Increases. Nothing contained herein shall prevent FIU 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 8 Dues Deduction

Section 1 During the term of this Agreement FIU will deduct SEIU dues and other authorized deductions in an amount established by the SEIU and certified in writing by the SEIU to FIU, from employee's pay for those employees who individually make such request on the deduction form provided by the SEIU included as Appendix A. Such deductions will be made by FIU when other payroll deductions are made and will begin with the paycheck for the first full pay period following receipt of the authorization card by the University.

Section 2 The SEIU shall advise FIU of any increase in dues or other authorized deductions in writing at least thirty (30) days prior to its effective date.

Section 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.

FIU 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 FIU more than sixty (60) days following the date of the employee's signature.

Section 4 Deductions of dues and other authorized deductions shall be remitted exclusively to the SEIU by FIU 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.

Section 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 SEIU to collect its dues for that pay period directly from the employee.

Section 6 Deductions for SEIU dues and other authorized deductions shall continue until either: (1) revoked by the employee by providing FIU and SEIU with thirty (30) days written notice that the employee is terminating the prior deduction 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 SEIU shall, upon notice of the error, reimburse the employee for the deductions that were improperly withheld.

Section 7 The SEIU shall indemnify, defend, and hold FIU, 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 FIU, or other officials, agents, and employees in complying with this Article. The SEIU shall promptly refund to FIU any funds received in accordance with this Article which are in excess of the amount of dues and other authorized deductions which FIU has agreed to deduct.

Article 9

Replacement of Personal Property

9.1 Policy.

A. An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's watch or prescription eye wear, or such other items of personal property that have been given prior approval by the University as being required by the employee to adequately perform the duties of the position, will be reimbursed as provided herein.

B. A written report must be filed detailing the circumstances under which such property was damaged or destroyed and any additional forms required to be filed under the FIU Policy on Approval of Perquisites.

9.2 Specific Reimbursement Allowances and Approvals.

A. The University shall authorize reimbursement for repair or replacement of such property, not to exceed the following amounts:

1. Watch - \$75.00
2. Prescription eye wear - \$200 (including any required examination);
3. Other items – The Director of University Health Services or designee, shall have final authority to determine the reimbursement value of any items other than watches or prescription eye wear; and
4. Such reimbursement shall be with the approval of the Director of University Health Services or designee.
Approvals shall not be unreasonably withheld.

**Article 10
Prevailing Rights**

All existing pay and benefits provisions contained in University personnel policies which are not specifically provided for or modified by this Agreement or the personnel policies referenced in Section 15.1 of this Agreement or otherwise provided to SEIU during these collective bargaining negotiations, shall be in effect during the term of this Agreement. As provided under Section 15.3, any claim by an employee concerning the application of such provisions shall not be subject to the Grievance Procedure of this Agreement, but shall be subject to the method of review prescribed by University rule or policy, or other appropriate administrative or judicial remedy.

**Article 11
Management Rights**

11.1 Each of the rights described below shall be vested exclusively in FIU subject only to such restrictions governing the exercise of these rights as expressly provided in this Agreement.

11.2 The management of personnel and the direction of the work force, including but not limited to the exclusive rights 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 FIU or departmental policies, procedures, rules of conduct, orders, practices, and directives not inconsistent with this Agreement; to establish or change operational standards; to determine the services to be provided by FIU and its personnel; to lay off employees as provided in Article 5; 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 FIU may determine to be necessary for its orderly and efficient operation. Each of the rights described above shall be vested exclusively in FIU, subject only to such restrictions governing the exercise of these rights as are expressly and specifically provided in this Agreement.

11.3 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 FIU from exercising the same right in some other way not in conflict with the express provisions of this Agreement.

11.4 If a civil emergency is declared under State law, the provisions of this Agreement may be suspended by FIU during the time of the declared emergency, provided that the wage rates and monetary fringe benefits shall not be suspended.

11.5 It is understood by the parties that every incidental duty connected with the operations enumerated in job descriptions is not always specifically described and employees, at the direction of management, may be required to perform other job-related duties not specifically contained in their job description.

11.6 The Union agrees that its members shall comply with all rules and regulations, including those relating to conduct and work performance.

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

Article 12

Totality of Agreement

Section 1 FIU and the SEIU 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 FIU and the SEIU thereby are set forth in this Agreement between the parties for its duration.

Section 2 FIU and the SEIU, 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.

Section 3 Modifications. Nothing herein shall preclude FIU or the SEIU from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

Article 13 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 14 Duration

This Agreement shall be effective on the date of ratification by both parties and shall remain in full force and effect for three (3) years thereafter.

Article 15 Maintenance of University Policies and Rules

15.1 The Board shall adopt and maintain University rules or policies governing the areas of Permanent Status, Disciplinary Actions, Change of Assignment, Method of Filling Vacancies, Personnel Records, Performance Evaluations, and Approval of Perquisites, Bereavement Leave, Business-Related Travel, Catastrophic Pool, Compressed Work Schedule, Dual Employment and Compensation, Educational Incentive Awards, Employment Offers, Flexible Work Schedule (Flextime), FMLA, Parental and Medical Leave, Holidays, Jury Duty and Court Appearances, Learning Opportunities, Living Wage Salary Adjustment, Military Leave, Moving Expenses, Operating Hours, Rest, and Meal Periods, Operational Excellence Award (OEA), Overtime Pay and Compensatory Time, Personal Leave of Absence without Pay, Professional Development Leave, Project-Based Pay, Same-Sex Domestic Partnership Health Insurance Stipend, Shift Differential Pay, Sick Leave, Sick Leave Pool, Spot Awards, Tuition Waiver Program, Vacation Leave, Variable Compensation Plan. Once adopted by the Board these University policies or rules shall remain in effect for the duration of this Agreement.

15.2 Upon ratification of a Collective Bargaining Agreement between the parties, the University will not implement a new University policy or rule changing a term or condition

of employment of bargaining unit members, or an amendment to a University policy or rule changing a term or condition of employment of bargaining unit members, unless such new or amended policies are mutually agreed to by the parties through the collective bargaining process..

15.3 This Article shall not be subject to the Agreement's Grievance and Arbitration procedure. No alleged violation of a University rules or policy may be redressed through the Agreement's Grievance and Arbitration procedure. Any claim by a bargaining unit member concerning the application of any Board or University rule or policy shall be subject to the processes defined by University rule or policy or other available administrative or judicial remedies.

IN WITNESS WHEREOF, the parties have set their signatures this ____ day of _____, 2009.

THE FLORIDA INTERNATIONAL
UNIVERSITY BOARD OF TRUSTEES

THE SERVICE EMPLOYEES
INTERNATIONAL UNION

Albert E. Dotson, Sr.
Chairman

Libby Navarrette
Chief Negotiator

Mark B. Rosenberg
President

Martha Baker
President, SEIU Local 1991

Elizabeth Marston
Chief Negotiator

Date ratified by The Service Employees International Union: _____

Date ratified by The FIU Board of Trustees: _____

APPENDIX A
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
DUES AUTHORIZATION FORM

I authorize the University to deduct from my pay, starting with the first full pay period commencing not earlier than seven days from the date this authorization is received by the University, membership dues deductions of the Service Employees International Union Local 1991 (SEIU) as established from time to time by SEIU in accordance with its Constitution, and as certified to the Board by SEIU. Furthermore, I understand that such dues will be paid to SEIU.

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

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

Signature _____ Date _____

Social Security No. _____

Name (Print) University

Department or Work Location Job Classification

Home Address - Street Home Phone

City, State, Zip Code, County, Class, Local

For SEIU Use Only

**The Florida International University
Board of Trustees**

and

**The Service Employees International Union
Local 1991**

Policies

2009-2012

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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.

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 from 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 domestic partner, children (including foster or stepchildren), parents (including stepparents), brother and sister (including stepbrother and stepsister), grandparents, and grandchildren of the employee, the spouse-, or the 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 accumulated sick leave, vacation leave or unpaid leave in the event of a death in the family.

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, same-sex domestic partner, child(ren) (including foster and stepchildren), parents (including stepparents), and grandparents.

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 a 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 will be counted towards the Family Medical Leave Act (FMLA) entitlement.

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 5 days in one week or fewer than 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 week pay period:

- Four ten-hour days each week, with a work day off each week
- Four nine-hour days and one four-hour work day off each week (one 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.

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.

Definitions:

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.

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:

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.

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 Assistant Vice President for Human Resources or his/her designee, or the Provost or his/her designee in the case of a faculty member.

The University reserves the right to impose discipline at any level, including immediate termination.

Dress Code

Purpose:

To establish standards of appropriate attire within the workplace.

Policy:

Based on the needs of the department, the Dean or Director will set guidelines on attire for their respective units.

Guidelines are to be endorsed by the Vice President for Human Resources or designee.

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 activities.

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. Consequently,

such employment may not be disassociated from, and all hours worked in a workweek in such jobs must be aggregated together for non-exempt employees to determine if overtime over forty hours is due.

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 a program/degree/certification, the employee must submit written confirmation of the completed coursework/license/certification to the supervisor.

The Educational Incentive Award is paid as a Bonus upon submission of proof of completion as follows:

Associate Degree	\$ 500
Baccalaureate Degree	\$ 1000
Master's Degree	\$1,500
Doctorate Degree/Juris Doctor	\$2,000
Apprenticeship	\$ 500
Journeyman	\$ 750
Professional Registration or License	\$1,000
Professional Certification	\$ 500

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 FIU; 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 hours before and two 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 12 work weeks of leave within a 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, same-sex domestic partner, 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 12 months; and
- Have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave.

The University will grant the 12-week period under FMLA to eligible employees for the four reasons stated above and additional leave not to exceed a total of 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 may be used. Leave may also be used intermittently or under certain circumstances the leave may be used 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 30 days notice. If it is not possible to give 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, spouse's doctor, or same-sex domestic partner of the expected due date. Parental leave may begin no more than two 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 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 the leave may be used 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 30 days notice. If it is not possible to give 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 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 30th of that fiscal year.

I-9 Requirements

Purpose:

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

Policy:

All employees must complete an I-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 between \$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 FIU'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.

General Responsibility

Each member of the University community is responsible for adhering to all federal, state and local laws and FIU 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-FIU 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 FIU 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 FIU, 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

Official Web site for the U.S. Copyright Office, 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

www.copyright.gov/help/faq/faq-fairuse.html

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/

Official Web site for the U.S. Department of Education, www.ed.gov/

Information on FERPA:

www.ed.gov/policy/gen/guid/fpco/ferpa/

FIU IT Policies

FIU Code of Computing Practice

<http://uts.fiu.edu/index.cfm?action=code>

FIUnet Acceptable Use Policy

<http://uts.fiu.edu/index.cfm?action=acceptpolicy>

FIU 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 Resolution Process

Purpose:

To establish and maintain a process which provides for the equitable resolution of complaints, misunderstandings, and issues for University employees.

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.

Policy:

The University encourages open communication between employees and their supervisors to address concerns. While most differences can be worked out amicably between the employee and his/her supervisor, it is important to have a process by which employees can seek to resolve what they consider to be an inequitable application of University policies.

Step 1 (Informal Remedy) – An employee who believes that a specific action is the result of a violation of established policy, must meet jointly with their supervisor and their Dean or Director, within ten (10) days of the occurrence, to discuss and resolve issues that they believe have adversely affected their employment. Human Resources may be consulted by either party during Step 1. A written response to the issues/concerns raised by the employee and the outcome of the meeting must be provided to the employee within ten (10) days.

Step 2 (Human Resources Review): If the matter is not resolved in Step 1, the employee may appeal in writing to the Vice President for Human Resources, or designee within five (5) days of receipt of the Step 1 written response. The employee will be able to present any additional information or documents during the Step 2 Review. The Vice President for Human Resources, or designee will review the findings of Step 1 as well as any additional information provided by the employee, and render a decision within fifteen (15) days of the appeal request.

Step 3 (Neutral Party Review): If the employee is in disagreement with the decision rendered in Step 2, he or she may request a review by a neutral party within five (5) days of receipt of the Step 2 decision. The Neutral Reviewer will be chosen from a neutral panel list consisting of seven persons (7) who are either University employees, former University employees, or University alumni. The seven individuals on the neutral panel list shall be mutually agreed upon by the President or designee and the SEIU Representative or designee. Neutral panel members shall serve as the Neutral Reviewer on a rotational basis, the sequence to be determined by alphabetical order.

The Neutral Reviewer will review all information and documentation gathered during Step 1 and Step 2 and render a final and binding decision within twenty (20) days of the request for a Step 3 review. In rendering his or her decision, the Neutral Reviewer 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 regulations, policy, or process.

Jury Duty and Court Appearances

Purpose:

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

Policy:

An employee summoned to be 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 20 hours of professional development are any programs that may be required by the University, such as 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" may be an approved leave and with no reduction of personal accrued leave or without pay and with a reduction in 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.

Living Wage Salary Adjustment

Purpose:

To establish a procedure for the implementation and adjustment of minimum salaries for non-exempt employees to the living wage salary level, as determined by the U.S. Department of Health and Human services.

Policy:

This policy requires the University to pay all non-exempt classified employees wages that are above the federal minimum wage level.

The living wage minimum is determined by the federal poverty guidelines established by the U.S. Department of Health and Human Services and is updated on a yearly basis.

The Division of Human Resources will monitor any changes to the living wage and will adjust salaries annually to meet the established threshold.

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.

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 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 112.3135(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 Assistant Vice President of Human Resources and the Vice President in charge of Human Resources.

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.

Operating Hours, Rest, and Meal Periods

Purpose:

To define rest and meal periods within the University's standard working hours of 8:00 am to 5:00 pm.

Policy:

Rest Period Breaks:

- The University supports rest periods even though it is not required by the Fair Labor Standards Act (FLSA).
- A rest period of 15 minutes in the middle of each four-hour work period is considered compensable time. Rest periods may not be used to offset late arrival or early departure from work or to accumulate paid time off from one day to the next.
- Rest period breaks that are longer than 30 minutes are not compensable.
- Smoke breaks are in lieu of, and not in addition to, an employee's normal rest period break.

Meal Periods:

- A meal period lasting 30 minutes or longer is not considered compensable time, according to the FLSA. A meal period of less than 30 minutes and approved by the respective supervisor is considered time worked, and therefore, compensable.
- If work is being performed and the employee is not relieved of his/her duties during a meal period, then the time would be considered compensable.
- An employee must be released of all their duties and responsibilities during the meal period.

Overtime Pay and Compensatory Time

Purpose:

To establish a policy for overtime pay and compensatory time for non-exempt employees.

Policy:

Non-exempt employees are entitled to overtime pay at one and one-half times their hourly rate for all hours actually worked in excess of 40 hours in a work week.

The overtime rate calculation is based on the regular rate of pay, which includes the hourly pay and all additives.

All overtime hours must be authorized by the immediate supervisor prior to working.

Compensatory time may be earned by non-exempt employees in lieu of overtime pay for all hours actually worked in excess of 40 hours. Compensatory time is credited at the rate of one and one-half times the number of hours in excess of 40 hours worked in a workweek.

Non-exempt employees must use accrued compensatory time within thirty (30) days of its accrual, provided that to do so would not unduly disrupt the operations of the University.

Special compensatory time may be earned on an hour-for-hour basis by an employee occupying a non-exempt position when:

- the employee observed a holiday and worked 40 hours the week during which the holiday occurred;
- the holiday falls on the employee's regularly scheduled day off;
- the employee is required to work the holiday;
- the employee is required to perform essential duties during an emergency closing for the hours worked during the closing.

Exempt employees are not entitled to compensatory time or overtime pay for hours worked in excess of 40 hours per week.

When an employee is changed from a non-exempt to an exempt position, all accrued compensatory time will be paid before the change takes place.

When an employee is transferred to a new department, all accrued compensatory time may either be paid or transferred, at the discretion of both departments involved in the transfer.

Any employee with accrued compensatory hours on record with Human Resources on the effective date of this policy (DATE OF RATIFICATION) is excluded from having to use or be paid the accrued hours within the 30 day period.

Performance Excellence Process

Purpose:

The Performance Excellence Process (PEP) promotes annual planning and assessment on a common anniversary date. Every employee shall be assessed on an annual basis on a date established by the Division of Human Resources.

Policy:

Florida International University recognizes that (1) a productive and collaborative work environment is critical in advancing the University's mission and (2) effective communication between employees and supervisors is necessary, and (3) timely, regular, and meaningful feedback helps to ensure mutual understanding of performance expectations and fosters performance development. The Performance Excellence Process (PEP) is aligned with the University's objectives by:

- Providing consistent criteria for enhancing and assessing employee performance on a common annual date aligned with the University's fiscal year;
- Ensuring that the quality and quantity of work performed by FIU's staff members best meets the University needs;
- Encouraging continuous communication between supervisors and employees about the employee's job performance;
- **Setting** Specific, Measurable, Agreed-upon, Results-focused, and Timed goals (**SMART**) to ensure that employees and supervisors are meeting the expectation of their job as well as contributing to the goals and objectives of the University;
- Providing career and/or skills development plans.

Permanent Status for Registered Nurse and Nurse Practitioner Personnel

Purpose:

To define permanent status for employees in the registered nurse or nurse practitioner class.

Policy:

Registered nurse and nurse practitioner 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 registered nurse and nurse practitioner personnel shall be six (6) months from the date of hire. The standard probationary period shall be six (6) months from the date of promotion for newly promoted personnel.

Prior to the expiration of the probationary period, the Director for University Health Services will make a decision regarding retention of the employee in a permanent status position. The failure of an 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 his or her prior position.

Personal Leave of Absence without Pay (LOAWOP)

Purpose:

To establish a policy that defines eligibility, duration and return from leave requirements for granting a Leave of Absence without Pay (LOAWOP).

Policy:

An employee may be granted a LOAWOP, for up to three months for personal reasons subject to approval by the department head. The request for the LOAWOP 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 LOAWOP may be approved.

An employee does not accrue leave during the LOAWOP. An employee shall not receive pay for holidays that fall within the period of the LOAWOP.

Employees on a LOAWOP are eligible for benefits pursuant to limitations of the program.

Upon completion of an approved LOAWOP, 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 to 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 appropriate investigation of prospective and current regular full-time, part-time or temporary employees.

Policy:

All prospective candidates for employment at Florida International University (FIU or University) for a regular full-time, part-time or temporary position will, at a minimum, be subject to a reference check, a criminal history check, and any other background check required by law. Depending on the particular position sought, prospective candidates may be required to undergo additional background checks including, without limitation: education verification, license verification, creditworthiness, drug testing and more in-depth criminal background check which includes fingerprinting.

Background checks shall be conducted in accordance with all applicable federal and state laws. The University shall review the results of all background checks and shall make a final determination regarding suitability for employment.

The University will conduct the following background checks under these circumstances:

1. Reference Checks

- The University shall conduct reference checks on all prospective employees.

2. Criminal History Checks

- The University shall conduct criminal history checks on all prospective candidates who are final applicants for open positions;
- The University shall conduct criminal history checks on current employees who are final applicants for promotional or transfer opportunities to positions where criminal history checks are required by law;
- The University shall conduct more in-depth criminal checks which includes fingerprinting, through the Florida Department of Law Enforcement, for the following positions, including, without limitation: law enforcement personnel, individuals handling cash or managing cash transactions, all financial services positions, individuals who will have unrestricted access to master keys, information technology positions, individuals who will work in The Children's Creative Learning Center, or individuals working in the University Residence Halls and all employees of the Athletics Department who travel with students to events.
- Federal or state law may dictate that certain additional prospective candidates undergo these or other background checks including, without limitation, employees who will work with certain levels and types of controlled substances in research, radioactive materials, or select agents; and instructional or non-instructional personnel who will work with a State of Florida school board.

3. Language Proficiency

- The University shall ensure that all faculty members with teaching assignments are proficient in speaking English.

4. Educational Verification

- The University shall conduct educational verification checks of all prospective candidates for positions requiring a degree.

5. License Verification

- The University shall conduct license verification checks on all prospective candidates for positions where a license may be required or preferred.

6. Driver's License Checks

- The University shall conduct driver's license checks on all prospective candidates or current employees who will be assigned to drive a University State vehicle. See also Acquisition, Assignment and Use of University Vehicles policy.

7. Creditworthiness Checks

- The University shall conduct creditworthiness checks on all prospective candidates for positions that are responsible for handling money or have financial duties, e.g. Controllers, Financial Services, etc.

8. Drug Testing

- The University shall ensure drug testing on all prospective candidates for law enforcement positions and positions that specifically state this as a condition of employment in the job description, job posting or offer letter.

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.

These types of payments for non-exempt employees must be included as part of the employee's regular pay when calculating overtime pay.

Recruitment & Selection

Purpose:

Florida International University shall recruit external and internal employees through competitive searches and internal marketing and promotional processes. Recruitment & Selection processes must be guided by the University's commitment to diversity. Internal recruitment will be utilized to support career mobility of qualified existing employees, consistent with the University's commitment to diversity. The recruitment and selection of new hires and internal promotions and transfers must be approved by the Division of Human Resources.

Policy:

The purpose of this policy is to ensure that Florida International University will attract and retain diverse and the most highly qualified workforce available to effectuate its academic, research, and service mission. It is our intention to make public, any information about employment opportunities at the university to as many people as necessary to ensure compliance with the EEO and other applicable laws. To do so, it is essential to conduct effective external recruitment searches and also support current employees in their career goals by providing fair and equitable internal transfer and promotional processes.

This policy is specifically concerned with the recruitment phase of the selection process and addresses the behavior expected from all persons in the university community who have a role in conducting specific recruitment activities when an employment opportunity exists.

Commitment to EEO/AA and Diversity

It is required by law that Florida International University provides equal employment opportunity to all, without regard to race, color, religion, age, disability, sex, sexual orientation, national origin, marital status, and veteran status. It is further required by law that the University ensures that its policies and practices are non-discriminatory. As a federal contractor, goals have been established to address any underutilization of women and/or minorities.

The Equal Opportunity Programs department annually updates its written plan for Women and Minorities. Upon completion, the university analyzes the participation of women and minorities in each job group. If women or minorities are underutilized in any job group, the University sets goals for each such job group. The University must be able to document that it made good faith efforts to meet any established goals, which means that the appropriate steps will be taken to ensure that persons of the underutilized group, whether women or minorities or both, as well as all others, are considered in the selection process.

This policy consolidates policy statements contained in the following policies, and as such, supersedes them:

Advertising

New Employee Experience

Employment Offers

Internal Recruitment, Promotion, Demotions & Transfers, except as otherwise modified.

Same-Sex Domestic Partnership Health Insurance Stipend

Purpose:

To provide financial assistance to FIU employees in same-sex domestic partnerships to obtain affordable health insurance coverage for a same-sex domestic partner.

Policy:

FIU 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 FIU health insurance, to reflect such changes. The stipend will be paid to participating eligible FIU 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 FIU'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 the domestic partner's medical coverage must be sent to FIU'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 a semi-annual basis. FIU 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 partnership health insurance 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 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.

Separations from Employment

Purpose:

To administer a uniform process for employee separations.

Applicability of this Policy:

With the exception of the provisions of this Policy regarding Resignation and Job Abandonment, this Policy does not apply to registered nurses and nurse practitioners employed by University Health Services (not including any Director for University Health Services) who have passed their probationary period.

Policy:

(A) University employees are considered "at will." Employment at will is presumed to be voluntary and indefinite for both the employee and the University. The employee-employer relationship may be terminated at any time with or without cause. Terminations based on discriminatory reasons are prohibited. Any separation of employment shall be in consultation and with the approval of the Vice President for Human Resources or his/her designee.

(B) Separations from University employment may include the following:

(1) Termination -- Occurs when an employee is permanently separated from University employment with or without cause. Termination may be preceded by corrective action. Unsatisfactory performance or misconduct may warrant immediate dismissal.

(2) Resignation - Occurs when an employee initiates a termination by notifying the immediate supervisor of his/her intention to resign. Employees will give two weeks written notice of resignation. A resignation may not be rescinded by the employee without concurrence of the University.

(3) Job 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.

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.

Shift Differential Pay

Purpose:

To set criteria for payment of premium shift differential for employees who work shifts other than the regular day shift to meet the needs of the University.

Policy:

Employees are eligible to be paid a shift differential salary additive for the entire shift when assigned to work an evening or a night shift as follows:

Evening: A differential of 3% is paid for shifts where the majority of the hours fall after 6:00 P.M.

Night: A differential of 6% is paid for shifts where the majority of the hours fall after midnight.

The shift differential additive is included in the calculation of an employee's regular rate of pay for purposes of computing overtime pay.

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, same-sex domestic partner, children (including foster or stepchildren), parents (including stepparents), brother and sister (including stepbrother and stepsister), grandparents, and grandchildren.

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

Length of Service	Hours Accrual Per Pay Period
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.

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.

Transfers

A transfer is a 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. Whenever possible, an employee in the bargaining unit will be given ten (10) working days' written notice prior to the effective date of the change in assignment. A transfer can be voluntary or involuntary.

An employee being transferred usually maintains their current salary.

Tuition Waiver Program

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.

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 or incapacitated. 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.

Florida International University Vacation Accrual Schedule

Non-Exempt Personnel

Length of Service	Hours Accrued Per Pay Period	Maximum Accrual and Payout Hours
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

Length of Service	Hours Accrued Per Pay Period	Maximum Accrual and Payout Hours
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.

Payments for non-exempt employees must be included as part of the employee's regular pay when calculating overtime pay.

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.

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

November 20, 2009

Subject: Tenure Nomination

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 for one nominee listed in Exhibit "H";

THEREFORE BE IT RESOLVED that the Florida International University Board of Trustees ("the BOT") approves the granting of Tenure to the individual listed in Exhibit "H" based on the recommendations of the University President.

Background Information:

Statutory Authority:

BOG Regulation 1.001 University Board of Trustees Powers and Duties, provides in subsection (5) (a):

Each board of trustees shall provide for the establishment of the personnel program for all the employees of the university, including the president, which may include but is not limited to: compensation and other conditions of employment, recruitment and selection, nonreappointment, standards for performance and conduct, evaluation, benefits and hours of work, leave policies, recognition and awards, inventions and works, travel, learning opportunities, exchange programs, academic freedom and responsibility, promotion, assignment, demotion, transfer, tenure, and permanent status, ethical obligations and conflicts of interest, restrictive covenants, disciplinary actions, complaints, appeals and grievance procedures, and separation and termination from employment. To the extent allowed by law, university employees shall continue to be able to participate in the state group insurance programs and the state retirement systems.

Exhibits/Supporting Documents:

- Information behind the Academic Policy Committee tab

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

November 20, 2009

Subject: Amendment to the 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 "J."

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.

Exhibits/Supporting Documents:

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

Facilitator/Presenter:

- Albert Maury, *FIU Board of Trustees Vice Chair*

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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 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. The Chair of the Faculty Senate and 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 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.

Special Members of the Board

Following an individual's service as Chair or Trustee of the Board, the Board may designate such former Chair or Trustee as Chairperson Emeritus or Trustee Emeritus. The Board shall have the special member categories of Chairperson Emeritus and Trustee Emeritus for honorary purposes to recognize past Chairpersons and Trustees who have provided extraordinary service and contributions to the University and are no longer serving in that capacity.

~~The Board shall have the following special member categories for honorary and recognition purposes:~~

~~Chairperson Emeritus: This category honors a Chairperson of the Board, who has served as Chairperson for two complete terms, and has provided extraordinary service to the University.~~

~~Trustee Emeritus: A Trustee, who has served at least one full five year term, is no longer serving on the Board, has given distinguished service as a member of the Board and has made extraordinary contributions to the University.~~

Trustees shall be elected by a two-thirds vote of the Board for either of the above defined designations. Chairperson or Trustee Emeritus may be invited to attend meetings of the Board but shall not have the right to vote nor shall be considered in constituting a quorum.

Powers and Duties of 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 regulations 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 regulations and policies of the Board of Governors or by law. The Board may adopt regulations and policies consistent with the University mission, with law, and with the 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 Board Chair, Board Vice-Chair, Treasurer, and the Executive Officer and Corporate Secretary. The Board shall select the 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 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. The Treasurer shall be appointed by the Board Chair. The University President shall serve as Executive Officer and Corporate Secretary of the Board.

Board Chair: The 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.. The 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.

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Board Vice-Chair:

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

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 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 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://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.

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The notice of any meeting conducted by means of communications 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 Board Chair, or in the absence of the Board Chair by the Board Vice-Chair.

Notice of Regular, Special, and 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://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.

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

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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 Board Chair 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.

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 decision of the majority of the Trustees in attendance and voting on the question shall prevail, except that a majority vote of all

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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.

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, ~~or a Committee or a Workgroup~~, shall be prepared by the Corporate Secretary or his/her designee, in consultation with the Board Chair, ~~or 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, ~~or 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

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determined to be an emergency item by the Corporate Secretary in consultation with the 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, or 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 attached to the minutes except when so ordered by the Board.

ARTICLE III COMMITTEES ~~AND WORKGROUPS~~

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

The Board Chair, in consultation with the President, shall appoint members of Committees, their Chairs, and Vice-Chairs to substitute for the Chair of the Committee in his or her absence. Committee members, Chairs and Vice Chairs shall be appointed based upon their expertise in matters relating to that Committee. All Committees shall have no fewer than three members. A quorum for all Committees shall consist of a majority of the members.

~~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 Chair of any ad hoc committee 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 Chairs of the Committees shall perform their duties and shall have the responsibility and authority to place matters on the Board's agenda, with the approval of the Board Chair.

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~~The 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~~.

The following Committees shall be standing Committees of the Board until dissolved by the Board:

Executive Committees.

The Executive Committee shall be comprised of the Board Chair and Committee Chairs. The Executive Committee shall have and may exercise all powers and authority of the Board when the Trustees are not in session, subject only to such restrictions or limitations as the Trustees may from time to time specify, except that the Executive Committee shall have no authority to alter, amend, or repeal the Board of Trustees Operating Procedures. The Executive Committee shall meet at the call of the Chair of the Board. 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 Operating Procedures. All actions of the Executive Committee shall be reported to the Trustees at the next ensuing meeting of the Board, or when deemed sufficiently important by the Board Chair and the University President, such actions shall be reported to the Trustees within thirty (30) days after such action is taken, or at a meeting of the Trustees 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. The Executive Committee shall constitute a presidential search committee of the Board to make recommendations to the Board upon the occurrence of a vacancy in the presidency and upon the selection of a president, constitute and appoint members to serve on a presidential transition team to organize an orderly transition of presidential leadership and introduction of the new president to the campus and local community.

The Academic Policy and Student Affairs Committee shall be responsible for oversight of all policies relating to the academic and student affairs of the University. It shall assist the Board in its oversight responsibilities relating to aspects of student life and student conduct. It shall review the infrastructure and resources necessary to deliver the academic and student life programs and for the accreditation of the University and professional programs. It shall be responsible for reviewing and considering 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 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.

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~~The Athletics Committee shall assist the University in raising awareness among Board members and in the community about the Athletics Program, and shall assist the President and other staff in the advancement and suspension of the Athletics Program. serve as the primary advisory body to the President in matters relating to intercollegiate athletics. It shall insure the proper role of athletics within the overall mission of the University. It shall insure the integrity of the athletics program with regard to NCAA, Sun Belt Conference, state and federal law compliance and gender equity on Intercollegiate Athletics. It shall work to maintain the proper perspective of athletic competition within the university life of the student-athlete. It shall monitor the academic performance and progress made by student-athletes. It shall oversee all programs designed to insure the academic success, personal development and personal welfare of student-athletes.~~

The **Compensation Personnel** Committee shall consider and recommend to the Board the fixing of the compensation and other conditions of employment of the President and conduct annual evaluations of the President for consideration and adoption by the Board. The Committee shall oversee the collective bargaining responsibilities of the Board and make recommendations to the Board on all matters pertaining to employees of the University.

~~The External Relations Committee shall be responsible for reviewing and recommending to the Board policies relating to local, state and federal legislation. It shall work to identify all major local, state and federal activities affecting the University and will report to the Board recommended actions which will further the University's mission. It shall be responsible for reviewing and recommending to the Board policies affecting communications with the media and with the public, including alumni of the institution. It shall review and consider programs that advance the University's reputation and further the University's teaching, research, and service missions in the local, state, national, and international communities.~~

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 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.~~

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Ad-Hoc Committees.

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 Chair of any ad-hoc committee shall be appointed by the Board Chair and shall perform his/her duties in consultation with the University President.

~~Strategic Priority Workgroups. The Board Chair may establish such Strategic Priority Workgroups as he/she deems necessary to conduct the business of the Board and the University. The Board Chair, in consultation with the President, appoints the members and selects the 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 Chair of the Workgroup shall determine and said meetings shall be noticed as set forth above. Minutes shall be taken and 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.

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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.

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 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.

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ARTICLE VIII MISCELLANEOUS PROVISIONS

Limitation of Liability and Indemnification

The Board shall be a corporation primarily acting as an instrumentality of the state pursuant to Section 768.28, 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:



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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

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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

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assist with such investigations. The results of any such investigations must be reported to the Board by the Finance Committee Chair.

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:

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- 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 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:

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- 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.
- 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

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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;

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- 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:

- (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.

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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 1st of each year, unless a change necessitating an amendment occurs prior to July 1st of the following year.

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**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.

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.

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):

3. Any other potential issues or conflicts:

OR

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

I am familiar with The 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 _____

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Exhibit "J"

The Florida International University

Board of Trustees

Operating Procedures

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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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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

November 20, 2009

Subject: Action Item/Status Reports, Board Committees and Workgroups

Proposed Board Action

Information. Action, as necessary.

Authority for Board Action

N/A

Background Information

These Committees and Workgroups met prior to the regular Board meeting: External Relations Workgroup; Compensation Workgroup; Athletics Workgroup; Finance and Audit Committee; Academic Policy Committee. The Committee and Workgroup Chairs will present status reports and bring necessary action items to the Board during the Full Board meeting.

Exhibits/Supporting Documents:

- N/A

Facilitator/Presenter:

- **Miriam López**, *External Relations Workgroup Co-Chair*
- **Betsy Atkins**, *Compensation Workgroup Chair*
- **Jorge L. Arrizurieta**, *Athletics Workgroup Chair*
- **Albert Maury**, *Finance and Audit Committee Chair*
- **Patricia Frost**, *Academic Policy Committee Chair*

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

November 20, 2009

Subject: University Goals, 2009-2010

Proposed Board Action:

Adopt the following Resolution:

BE IT RESOLVED, that the Florida International University Board of Trustees (“the BOT”) approves the University Goals for the 2009-2010 fiscal year as presented by President Rosenberg and attached hereto as Exhibit “K”; and

BE IT FURTHER RESOLVED, that these approved goals will be one component of the President’s Management Review by the Board for 2009-2010.

Exhibits/Supporting Documents:

- EXHIBIT “K”: University Goals Report, 2009-2010

Facilitator/Presenter:

- Compensation Workgroup Chair Betsy Atkins

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University Goals

Fiscal Year 2009-2010

President Rosenberg's "*Hit the Ground Running*" paper served as the launching pad for the next version of the FIU strategic plan incorporating an enhanced vision and operational statement.

Vision: A leading student-centered urban public research university that is locally and globally engaged.

Operational Statement: As an anchor public institution in South Florida, FIU must be committed to providing affordable quality learning, state-of-the-art research and creative activity, and engagement in community problem-solving.

Committees were established in August 2009 to produce white papers on four emphasis areas that make up the overarching themes of the strategic plan. These areas are:

1. Revitalize and expand financial base
2. Achieve results-oriented student-centered academic excellence
3. Enhance quality and impact of research and creative initiatives
4. Engage the community

These white papers will form the basis for focus group discussions in the fall with the expansion of more extensive committee structures in the spring and the development of a new strategic plan by fall 2010. Each overarching theme will be broken down into more specific goals and objectives.

As the new strategic plan takes shape, the following goals and specific objectives were identified for the 2009-10 fiscal year.

These objectives have been drawn from the white papers produced by the four "Hit The Ground Running" committees.

1. *Revitalize and expand financial base*

- Reach fundraising target of \$50 Million, excluding state matching
- Begin initial phase of \$750 Million Capital Campaign, which includes developing a comprehensive program to build the endowment to \$1 billion, matching donors with institutional needs, improving donor/alumni database information, attaining appropriate staffing levels, and securing adequate funding
- Obtain 100% funding for the College of Medicine for FY10-11
- Increase total federal and state grant applications and awards by 7% each
- Obtain an alumni participation rate comprised of alumni memberships and annual fund contributions from 12% in FY08-09 to 14%
- Increase financial aid awarded to students by at least 10%
- Increase number of on-time FAFSA filers by 10% by engaging in community outreach programs

2. *Achieve results-oriented student-centered academic excellence*

- Expand pre-collegiate readiness programs through establishment of two new partnerships with MDCPS middle/high school feeder programs
- Increase study abroad/student exchange participation by 5%
- Launch program to increase student academic internship opportunities within the community by 5%
- Hire 10 advisors to improve student retention and graduation rates

3. *Enhance quality and impact of research and creative initiatives*

- Establishing a framework for conducting clinical trials with appropriate Human Subjects (IRB) approval
- Successful completion of at least one multidisciplinary research enterprise team hiring
- Increase research expenditures by 5%
- Establish at least 2 new partnerships with local organizations and area schools to address
 - Health and academic performance of children
 - Industrial research

4. *Engage the community*

- Conduct a university-wide audit to identify and categorize current engagement activities and conduct a survey of community needs in order to assess areas of strength and opportunities for collaborative engagement
- Expand partnership with Miami Dade County Public Schools
- Develop College of Medicine NeighborhoodHELP plan

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

November 20, 2009

Subject: President Modesto A. Maidique Management Review, 2008-2009

Proposed Board Action:

Adopt 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 2008-2009 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 “_____” Performance rating to President Modesto A. Maidique in his leadership of Florida International University during fiscal year 2008-2009;

BE IT FURTHER RESOLVED, that the BOT authorizes the Vice President for Human Resources to submit the evaluation of the President to the Florida Board of Governors; and

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

BACKGROUND INFORMATION:

AUTHORITY:

The Board of Governor’s Regulation 1.001 (5) provides in pertinent Part: (f) Each board of trustees shall conduct an annual evaluation of the president. The chair of the board of trustees shall request input from the Chair of the Board of Governors, who may involve the Chancellor, during the annual evaluation process pertaining to responsiveness to the Board of Governors’ strategic goals and priorities, and compliance with systemwide regulations.

EXPLANATION FOR PROPOSED BOARD ACTION

The annual evaluation of the President has been completed at this Board meeting. Since the Board must file its evaluation with the Florida Board of Governors, the Board authorizes, Jaffus Hardrick, Vice President for Human Resources, to submit the evaluation to the BOG for review.

EXHIBITS/SUPPORTING DOCUMENTS:

- President Modesto A. Maidique Goal Results FY 2008-2009 Memorandum
- University & President Goals Outcomes FY 2008-2009
- University & President Goal Results FY08-09, *Self Evaluation Scorecard*
- Executive Performance Ratings

FACILITATOR/PRESENTER:

- Betsy Atkins, *Compensation Workgroup Chair*



TO: Board of Trustees Compensation Workgroup

FROM: Dr. Modesto A. Maidique, President

DATE: July 2, 2009

RE: Goal Results Fiscal Year 2008-2009

During FY08-09, the University made significant progress on all four goals pertaining to the areas of academic performance, academic excellence, advancing the College of Medicine and financial stability. The attached report provides detailed information specific to these goals and the critical initiatives relating to each of the four overarching objectives.

Highlights relative to previously approved goals and related critical initiatives that best demonstrate the university's progress include:

- Improved academic performance by continuing to attract the best and brightest students welcoming a freshman class with an average GPA of 3.69, average combined SAT of 1160 and average combined ACT of 25.
- Strengthened academic excellence and reputation by awarding 127 doctoral degrees, an increase from 122 in the prior fiscal year.
- Advanced the College of Medicine by obtaining \$11 million in recurring funds from the State Legislature and through strong fundraising resulting in donations of \$38 million, including \$20 million from the Herbert and Nicole Wertheim Foundation.
- Strengthened fiscal self-sufficiency by raising \$75.2 million from donor and corresponding state matching funds surpassing the university's historical high and exceeding the target by 109%.

The following additional accomplishments related to the four overarching objectives but not specifically listed as critical initiatives are worthy of mention:

- In January, the Association of American Law Schools, the primary academically focused organization in legal education, followed in the footsteps of the ABA by accrediting our law school.
- In the most recent administration of the Florida bar exam, the FIU College of Law had the highest pass rate of any Florida school, surpassing several more established schools.
- The College of Business continues to lead in receiving national and international recognition for its programs. In this year's BusinessWeek rankings, FIU's Landon Undergraduate College of Business came in at #15 for public two-year programs in the nation, #55 among all public schools ahead of benchmark schools such as Temple University and Georgia State University. The college was one of 15 schools named to the Princeton Review's "Student Opinion Honors for Business Schools" in the operations category.
- The Chapman's Graduate School's Executive MBA program was ranked among the top 85 in the world by the Financial Times. FIU's Executive MBA program was ranked 82nd on the global list, placing it in the top 35 in the United States.
- Our School of International and Public Affairs officially opened and we broke ground for its new building. This new school which includes undergraduate and graduate programs in political science, international relations, public administration, geography, sociology, anthropology and criminal justice, marks a new phase in FIU's history. Through education and research, FIU will lead the nation in understanding our new globalized society and the role our country will play in that future.

This year of extraordinary accomplishments was not void of disappointments. While the University made strides to improve the student services infrastructure, we did not receive the requested PECO appropriation of \$30.9 million for the total project of the development of the Student Support Complex. However, we did receive \$2.5 million for design in the FY08-09 appropriation and the firm Gould-Evans has been contracted.

The University continues to sustain substantial cuts to the E&G budget. For fiscal year 2009-2010, our recurring E&G budget will be reduced by 15%. This represents a significant shortfall in state support resulting in FIU having to take cuts exceeding those expected last year when the three-year budget reduction was developed.

I look forward to the Compensation Workgroup meeting where we can discuss in greater detail our accomplishments that despite the challenges we endured during the past year, demonstrate our commitment to becoming a top urban public research university.



BOARD OF TRUSTEES

University & President Goals Fiscal Year 2008-2009

EXECUTIVE SUMMARY

The President focused the efforts of the University at achieving four overarching objectives:

1. Academic performance: improve student retention
2. Academic excellence: strengthen academic reputation
3. Advance the College of Medicine
4. Financial stability: strengthen fiscal self-sufficiency

During FY08-09, four measurable goals were established to gauge progress towards achieving our objectives.

1. Academic Performance: Improve Student Retention

Increase the freshman-sophomore retention rate by 3 percentage points and sophomore-junior retention rate by 2 percentage points targeting the national average of graduation rates in five years by 2013.

Results: N/A. Retention data for this goal **will not** be available until mid-Fall 2009.

2. Academic Excellence: Strengthen Academic Reputation

Increase the doctoral degree production to reach 130 towards a five year target of 150 by 2013.

Results: Partially Achieved. We continue to increase the number of doctoral degrees as we work towards the target of 150 by 2013, awarding 127 doctoral degrees in FY08-09.

3. Advance the College of Medicine

Complete the development of the College of Medicine by concluding operating agreements with local health care providers, developing the Faculty Practice Plan, expanding donor funding, establishing a plan for an on-campus ambulatory care facility, and expanding partnerships with complementary colleges.

Results: Achieved.

4. Financial Stability: Strengthen Fiscal Self-Sufficiency

Increase endowment funds, non-academic auxiliary revenue and research awards by a minimum of 5% and implement five revenue generating partnerships.

Results: Achieved.

These goals were supported by a series of University initiatives. Specific initiatives are critical in ensuring the goal is reached. Though many of the initiatives support more than one goal, we categorized each within a specific goal.

University & President Goals Fiscal Year 2008-2009

The following report provides a complete list of all critical initiatives falling within each of the objectives for FY08-09.

1. ACADEMIC PERFORMANCE: IMPROVE STUDENT RETENTION

GOAL: Increase the freshman-sophomore retention rate by 3 percentage points and sophomore-junior retention rate by 2 percentage points targeting the national average of graduation rates in five years by 2013.

Results: N/A. Retention data for this goal **will not** be available until mid-Fall 2009.

Critical Initiatives

- Improve student services infrastructure through
 - roll-out of a new degree audit system
 - stronger advising support
 - improved on-line payment solutions
 - streamlined financial aid and registration
 - development of Student Support Complex for the delivery of efficient, integrated student services

Results: Partially Achieved.

- The implementation of the new degree audit system, **GradXpress**, which will provide students a web-based, easily navigable and graphically rich system to monitor their progression to graduation, has been delayed to the Fall of 2009.
- In order to improve the student:advisor ratio, the University hired nine academic advisors.
- We have continued to improve on-line payment solutions through a combination of enhancing student's access to make on-line payments and implementation of a communication strategy, allowing us to reach an almost 80% rate of students who pay on-line.
- Considerable gains were made to enhance the awarding and disbursing of financial aid to students through re-engineering various processes and implementing a pro-active communication program. Consequently, the Office of Financial Aid is now able to disburse approximately 94% of packaged aid to eligible students at the beginning of each semester.

Similar gains were realized in the Office of the University Registrar where a major accomplishment was reached in the Spring of 2009 achieving a historic first by processing all degrees within three weeks following commencement.

- Although FIU did not receive the requested PECO appropriation for the total project (\$30.9M) to develop the Student Support Complex, we did receive \$2.5M for design in the FY08-09 appropriation and have contracted design firm Gould-Evans.

- Improve faculty retention.

Results: Achieved. In a year of budget reductions, the University provided a 2% across-the-board increase and a 1.5% merit increase to recognize outstanding faculty. In addition, the University retained eighteen faculty through counter offers and retention packages totaling \$300K.

- Increase faculty hiring to meet core curriculum course requirements.

Results: Achieved. Twenty-one faculty were hired in FY08-09 to improve the student/faculty ratios in core areas such as the sciences, math and English. Four faculty accepted offers to begin in the 2009 academic year and, as of June 2009, thirteen additional new positions are in the recruitment process.

- Continue implementation of full two year undergraduate program and create two new stand-alone degree programs on the Biscayne Bay Campus.

Results: Achieved. Funding was provided for four faculty hires to strengthen the undergraduate program on the Biscayne Bay Campus. Two new faculty were hired to strengthen the core curriculum in English/Math. Two additional faculty were hired to create standalone degree programs, BBA Management and BBA Marketing on the Biscayne Bay Campus.

2. ACADEMIC EXCELLENCE: STRENGTHEN ACADEMIC REPUTATION

GOAL: Increase the doctoral degree production to reach 130 towards a five year target of 150 by 2013.

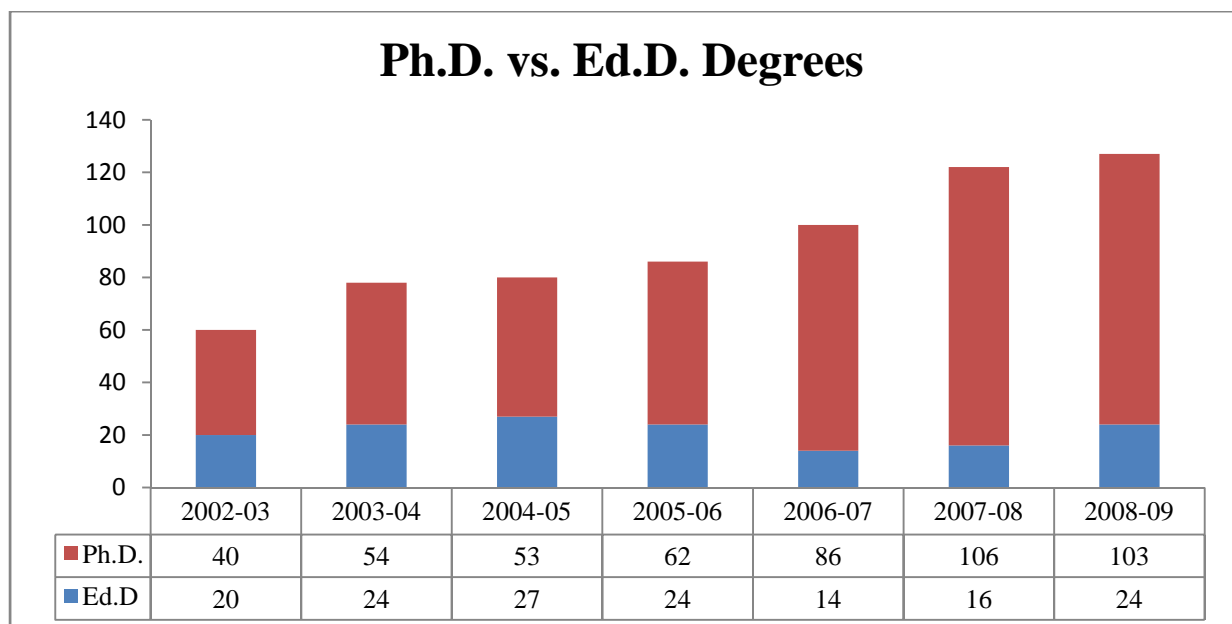
Results: Partially achieved. We continue to increase the number of doctoral degrees as we work towards the target of 150 by 2013, awarding 127 doctoral degrees in FY08-09.

Table 1 summarizes the number of doctoral degrees awarded by term from Academic Year 02-03 to Academic Year 08-09 demonstrating the steady increase.

Table 1 FIU Doctorates Awarded				
Academic Year	Summer	Fall	Spring	Total
2002-03	18	19	23	60
2003-04	20	26	32	78
2004-05	21	28	31	80
2005-06	27	31	28	86
2006-07	30	32	38	100
2007-08	33	51	38	122
2008-09	43	35	49	127

The numbers of doctoral degrees awarded by Academic Year (both Ed.D.'s and Ph.D.'s) are shown in Figure 1.

Figure 1



Critical Initiatives

- Develop strategic faculty research clusters and connect them to Ph.D. programs.

Results: Achieved. Research clusters have been identified throughout the University and have been used as a means to engage in strategic research hiring. We are currently close to finalizing the hiring of a group of researchers that have been identified as serving a cluster of interdisciplinary research in health associated with Attention Deficit and Hyperactivity Disorders among youth. This group of researchers will have appointments in Pediatrics (Medicine) and Psychology enhancing current research groups across the University in Public Health, Social Work, Nursing Psychology and Medicine.

- Increase the number of applications in strategic areas to increase funding.

Results: Achieved. Overall, the number of applications increased 29% to 642 with the total requested funding increasing by 24.5% to \$257 million. In the strategic area of health sciences, awards increased over \$4 million to \$10.2 million, representing a 44% increase in the proportion of health science awards to all awards. Additionally in other strategic areas, the mix of International-related awards and International Environment awards increased 6% and 9.4% respectively to all awards.

- Review all Ph.D. programs in a five year period (2012-13) to improve academic quality and financial efficiency.

Results: Achieved. Progress is being made towards this initiative. The doctoral program review process is nearing completion for the first cohort of programs which includes Public Administration, Biology, Psychology, History, Nursing and Chemistry. The next programs targeted for review beginning in June 2009 include Physics, Social Welfare, Electrical Engineering, Civil Engineering, Computer Science, and Education (Ph.D. and all Ed.D. programs).

- Reallocate space and improve quality of research infrastructure to gain greater return.

Results: Achieved. In order to improve the quality of the research infrastructure to gain greater return, we began the reallocation of research space. This on-going process has resulted in the completion of re-allocated research space for the College of Nursing and Health Sciences with near completion for the Stempel College of Public Health and Social Work and the College of Arts and Sciences. Research space for reallocation has been identified in the Engineering Campus and we are beginning the process of re-allocating research space at the Biscayne Bay Campus.

3. ADVANCE THE COLLEGE OF MEDICINE

GOAL: Complete the development of the College of Medicine by

- concluding operating agreements with local health care providers as building on current affiliation agreements,

Results: Achieved. The College is proud to count on strong community partnerships as is evidenced by the five signed agreements for clinical affiliations with:

- ✓ Jackson Public Health Trust
- ✓ Leon Medical Centers
- ✓ Mercy Hospital
- ✓ Miami Children's Hospital
- ✓ Mount Sinai Medical Center

- developing a financially viable business case and, if appropriate, begin implementation of the Faculty Practice Plan,

Results: Achieved. A three year business plan was approved by the Health Care Network Board of Directors. In addition, self-insurance program funding was approved allowing for implementation of the Faculty Practice to commence July 1, 2009.

- expanding donor funding to augment base funding for operating needs and merit or need-based student scholarships,

Results: Achieved. Strong fundraising resulted in gifts of:

- ✓ \$20 million from the Herbert and Nicole Wertheim Foundation providing student scholarships and endowed funds
- ✓ \$5 million from the Green Foundation with a \$3 million match from the Batchelor Foundation for a total of \$8 million creating operating funding for the Green NeighborhoodHELP
- ✓ \$10 million from Miami-Dade County
- ✓ \$11 million in recurring funds from the State Legislature, a 100% budget increase

- establishing a plan for an on-campus ambulatory care facility

Results: Achieved. The College of Medicine has worked closely with its clinical partners to formulate a plan for an on-campus facility. The proposed 18,000 sq ft facility will offer services in ambulatory care and sports management. The College is working in coordination with the Office of the General Counsel and Facilities Management to transfer the \$10 million from the county to begin construction.

- expanding partnerships with complementary colleges.

Results: Achieved. An urban university coalition for the NeighborhoodHELP program will be comprised of an interdisciplinary team whose members are from the:

- ✓ College of Nursing and Health Sciences
- ✓ College of Medicine
- ✓ Robert E. Stempel College of Public Health and Social Work
- ✓ College of Law
- ✓ College of Education
- ✓ School of Hospitality and Tourism Management

4. FINANCIAL STABILITY: STRENGTHEN FISCAL SELF-SUFFICIENCY

GOAL: Increase endowment funds^a, non-academic auxiliary revenue and research awards by a minimum of 5% and implement five revenue generating partnerships.

Results: Achieved. From June 30, 2008 to April 30, 2009, the corpus of the endowments increased from \$110 million to \$114 million representing an endowment growth of 3.8%. Non-academic auxiliary revenue increased by 9.1%. As of April 30, 2009, research awards have increased by 21% compared to the same period last year.

Critical Initiatives

- Expand existing and new retail and business operations.

Results: Achieved. In our quest to diversify FIU's revenue base, we have increased retail operations. During FY08-09 we will have completed strategies that will not only increase revenue but also expand services to students and staff. We expanded food concessions in the Biscayne Bay Campus food court and designed an additional 30,000 sq ft of retail space within the new parking garage V which will service the Academic Health Sciences Complex.

- Strengthen advancement support infrastructure by appointing Vice President of Advancement.

Results: Achieved. The Vice President of Advancement, Robert Conrad was appointed assuming his duties November 3, 2008.

- Enhance the university's image by highlighting quality through implementation of creative messaging and promotion.

Results: Achieved. A number of creative messaging and promotional initiatives were implemented, some highlights which include:

- ✓ Design of new logo
- ✓ Continued Best in Class series
- ✓ FIU magazine Quarterly issues
- ✓ News @FIU website launch

- Increase alumni participation through paid membership in the FIU Alumni Association.

Results: Achieved. The overall member count in the FIU Alumni Association, including alumni, family and friends of the University increased by 30% from 15,268 to 19,806, surpassing the goal of 19,000.

- Create partnerships designed to increase sponsored research awards.

Results: Achieved. The following five partnerships designed to increase sponsored research awards were created:

- ✓ **FIU-FAU NSF Industry/University Cooperative Research Center for Advanced Knowledge Enablement.** The Industry/University Cooperative Research Center (PI: Naphtali Rishe) develops long-term partnerships among industry, academe, and government. The center received a small investment from the National Science Foundation (NSF), and is primarily supported by industry center members, with NSF taking a supporting role in their development and evolution.
- ✓ **Borinquen Health Center:** This year we finalized an arrangement to place an FIU HIV Research Clinic at Borinquen Health Center. Currently, the clinic will serve the research programs of Drs. Marianna Baum and Fatma Huffman from the Robert Stempel College of Public Health and Social Work, and Dr. Madhavan Nair, from the College of Medicine. Through this collaboration, FIU researchers provide essential HIV treatment/prevention services to Borinquen through the ongoing research and clinical trials.
- ✓ **Spectrum/Miami Behavioral:** The Center for Research on U.S. Latino HIV/AIDS and Drug Abuse (CRUSADA) has a collaborative association with Spectrum/Miami Behavioral through which the Community Health Component of CRUSADA is operated at Spectrum/Miami Behavioral. The Office of Research is currently in discussions with Spectrum/Miami Behavioral to create a Translational Research Center, which would focus on implementing results from research into health practices.
- ✓ **Four Leaf Japan Co., LTD:** This is a collaborative relationship whereby Four Leaf Japan entered into a gift agreement for the naming of the Four Leaf Research Laboratory at FIU. In addition to the gift for the naming of the laboratory, Four Leaf will provide funding for ongoing research on the impact of nutritional supplements on eyesight.
- ✓ **Disaster Risk Reduction in the Americas:** FIU received a large grant from USAID (PI: Richard Olson, SIPA) focusing on research related to disaster preparedness and mitigation. This project has engendered collaboration with a group of Universities throughout Latin America and Spain (CIMNE – Politecnico de Cataluña, Universidad Nacional de Colombia Manizales, Universidad Central de Venezuela, and Universidad de Chile). In addition to the ongoing collaboration, the Research Office is working with Dr. Olson to expand this collaboration into broader areas affecting research and education.

ADDITIONAL PRESIDENT-SPECIFIC GOALS

Management

- Lead the efforts for reaffirmation of accreditation by the Southern Association of Colleges and Schools (SACS) including internal submission from all units of the Certification of Compliance Reports and the design of the pilot courses for the Quality Enhancement Plan (QEP).

Results: Achieved. Efforts were led on the submission of all principals and the SACS team will be working diligently throughout the summer for our September submission. Currently, six courses are being developed that will be piloted for the QEP as part of the curriculum in 2009-10. Each academic unit is working on the plan for upper division courses within the majors.

- Obtain additional recurring funds of \$7 million for first year of operations of the College of Medicine and pursue restoration of \$3.9 million that was not appropriated the prior year.

Results: Achieved. \$11 million in recurring funds was received from the State Legislature for the College of Medicine.

- Develop and execute the first FIU Global perspectives summit focusing on current world geopolitics to provide diverse and important opportunities for students, faculty, and the community for employment, grants and partnerships.

Results: Achieved. The first FIU Global summit was held February 24, 2009 with over 2,000 faculty, students, staff, alumni and community members.

- Assist members of the university community to increase visibility in national academic organizations through the exposure and/or election to President and other senior administrative leadership in four associations.

Results: Achieved.

- ✓ Dean University Graduate School, Senior Vice President Research Dr. George Walker serves on the Executive Committee of the Association of Public and Land-grant Universities (APLU, formerly NASULGC) Council on Research Policy & Graduate Education (CRPGE); serves on the Ruhr University Research School, Advisory Board, Bochum, Germany.
- ✓ General Counsel Cristina Mendoza serves on the Board of Directors for the National Association of College and University Attorneys (NACUA) which is the premier organization in the field of higher education law and a primary source of information on legal developments facing colleges and universities.

- ✓ The Director of Financial Aid, Francisco Valines was elected Vice Chair of the Post Secondary Electronics Standards Council (PESC). He was appointed to PESC as the representative from the National Association of Student Financial Aid Administrators (NASFAA). NASFAA is the professional aid organization representing over 20,000 aid officers in approximately 3,000 higher education institutions.
- Strengthen the institution's compliance infrastructure.

Results: Achieved.

- ✓ Key positions have been filled within the Office of Internal Audit and the Division of Intercollegiate Athletics, NCAA Compliance, in order to strengthen the University's compliance infrastructure.
- ✓ New faculty members were introduced, during their 2008 Fall Term orientation activities, to various key topics in areas of high compliance risk.
- ✓ Beginning with the 2009 Spring Term, the Office of Sponsored Research Administration has provided a comprehensive series of training support workshops for Principal Investigators, Center Directors, and research administrators.
- ✓ The University's identity theft prevention program was presented to, and approved by, the Florida International University Board of Trustees on March 31, 2009.
- ✓ The University adopted a comprehensive pre-employment screening requirements policy.
- ✓ At the request of the Finance and Audit Committee, the University Compliance Office identified and provided preliminary analysis regarding areas of high level legal risk to the institution.
- ✓ A work group has developed the policies and procedures for the implementation of the Health Insurance Portability and Accountability Act, and accompanying regulations, which will apply to all health care components designated by the University.
- Increase the diversity of the University environment, both in ideas and in enrollment and employment equity as reflected in the Florida Educational Equity Act Report.

Results: Achieved.

- ✓ The employment equity program goals were presented and approved at the Board of Trustees' meeting in June 2009 and submitted to the Board of Governors.
- ✓ The role of the Director of Equal Opportunity Programs was expanded to include diversity. The specific focus of strategic initiatives, goals and objectives will be to increase diversity within the University and community.
- ✓ The Geopolitical Summit hosted in February brought some of the country's leading minds in international issues to FIU.
- ✓ Student Affairs was responsible for several diversity activities which included:
 - Publishing the *Diversity Exchange* magazine, disseminated nationwide;
 - Hosting 19 alternative break sites, both domestic and international;
 - Sponsoring the 18th annual Reverend Dr. Martin Luther King Jr. Commemorative Breakfast;
 - Hosting the 2nd annual Women Who Lead conference;
 - Collaborating with other FIU professionals to provide diversity training sessions for employees of the Third District Court of Appeals, 11th Judicial Circuit and the 17th Judicial Circuit
- Appointment of Vice Provost that will develop a strategic vision for Biscayne Bay Campus.

Results: Partially Achieved. Steven Moll, Associate Professor of Hospitality Management and Chair of the Faculty of Hospitality Management, has been appointed Interim Vice Provost for Biscayne Bay Campus (BBC). Professor Moll has been a faculty member at BBC for two decades. The decision was made that it was better to have a knowledgeable and experienced FIU person in the Vice Provost position during the SACS reaffirmation of accreditation process than to recruit a new Vice Provost at this time. We will begin a national search in the Fall.

Personal

- **Teach four Professional Development Seminars on Leadership during the Fall 2008 semester in the College of Business.**

Results: Achieved. Four International MBA classes were taught in October and November of 2008.

- **Develop and lead a four-day Executive training program, *Leading Decisions*.**

Results: Achieved. A four-day Executive training program, *Leading Decisions*, was held February 10 – 13, 2009 and hosted by the Center for Leadership.

- **Complete a teaching note on a new leadership model which will inform FIU's Executive Training Program.**

Results: Achieved. A teaching note entitled "The Elephant in the Decision-Making Room" was completed and printed for official publication.

UNIVERSITY & PRESIDENT GOAL RESULTS FY08-09
Self Evaluation Scorecard

OBJECTIVE FY08-09		(-)	(+)		
	Not Achieved	Partially Achieved	Achieved	Exceeded	Far Exceeded
ACADEMIC PERFORMANCE: IMPROVE STUDENT RETENTION					
GOAL: Increase the freshman-sophomore retention rate by 3 percentage points and sophomore-junior retention rate by 2 percentage points targeting the national average of graduation rates in five years by 2013.					
Critical Initiatives					
Improve student services infrastructure through roll-out of a new degree audit system, stronger advising support, improved on-line payment solutions, streamlined financial aid and registration, development of Student Support Complex				Delayed implementation to Fall 09/10	
Improve faculty retention				✓	
Increase faculty hiring to meet core curriculum course requirements				✓	
Continue implementation of full two year undergraduate program and create two new stand-alone degree programs on the Biscayne Bay Campus				✓	
ACADEMIC EXCELLENCE: STRENGTHEN ACADEMIC REPUTATION					
GOAL: Increase the doctoral degree production to reach 130 towards a five year target of 150 by 2013					
Critical Initiatives					
Develop strategic faculty research clusters and connect them to Ph.D. programs, increase the number of applications in strategic areas to increase funding, review all Ph.D. programs in a five year period (2012-13) to improve academic quality and financial efficiency, reallocate space and improve quality of research infrastructure to gain greater return.				✓	
ADVANCE THE COLLEGE OF MEDICINE					
GOAL: Complete the development of the College of Medicine					
Critical Initiatives					
Conclude operating agreements with local health care providers as building on current affiliation agreements; developing a financially viable business case and, if appropriate, begin implementation of the Faculty Practice Plan; expanding donor funding to augment base funding for operating needs and merit or need-based student scholarships; establishing a plan for an on-campus ambulatory care facility; and expanding partnerships with complementary colleges.				✓	
FINANCIAL STABILITY: STRENGTHEN FISCAL SELF-SUFFICIENCY					
GOAL: Increase endowment funds ^a , non-academic auxiliary revenue and research awards by a minimum of 5% and implement five revenue generating partnerships					
Critical Initiatives					
Expand existing and new retail and business operations; strengthen advancement support infrastructure by appointing Vice President of Advancement; enhance the university's image by highlighting quality through implementation of creative messaging and promotion; increase alumni participation through paid membership in the FIU Alumni Association; create partnerships designed to increase sponsored research awards.				✓	
ADDITIONAL PRESIDENT-SPECIFIC GOALS					
Management					
Lead the efforts for reaffirmation of accreditation by the Southern Association of Colleges and Schools (SACS) including internal submission from all units of the Certification of Compliance Reports and the design of the pilot courses for the Quality Enhancement Plan (QEP)				✓	

OBJECTIVE FY08-09		Not Achieved	Partially Achieved	Achieved	Exceeded	Far Exceeded
Obtain additional recurring funds of \$7 million for first year of operations of the College of Medicine and pursue restoration of \$3.9 million that was not appropriated the prior year				✓		
Develop and execute the first FIU Global perspectives summit focusing on current world geopolitics to provide diverse and important opportunities for students, faculty, and the community for employment, grants and partnerships				✓		
Assist members of the university community to increase visibility in national academic organizations through the exposure and/or election to President and other senior administrative leadership in four associations				✓		
Strengthen the institution's compliance infrastructure				✓		
Increase the diversity of the University environment both in ideas and in enrollment and employment equity as reflected in the Florida Educational Equity Act Report, approved June 2008 by the BOT				✓		
Appointment of Vice Provost that will develop a strategic vision for Biscayne Bay Campus						
Personal						
Teach four Professional Development Seminars on Leadership during Fall 2008 College of Business				✓		
Develop and lead a four-day Executive training program, <i>Leading Decisions</i>				✓		
Complete a teaching note on a new leadership model which will inform FIU's Executive Training Program				✓		

^aIncrease endowment fundraising resulting in growth of existing corpus amounts, net of investment returns and reserves.

Executive Performance Ratings

Performance Rating
Superior
Very Good
Satisfactory
Less than Satisfactory
Unsatisfactory

PERFORMANCE RATINGS

Determined relative to approved performance goals

Superior - ***Exceeds*** performance expectations on a consistent and uniform basis in areas of responsibility. In addition, makes a unique or significant contribution well beyond performance expectations through remarkable achievement and pacesetting performance. Achievements and abilities are recognized and supported by leadership, faculty, staff and students.

Very Good - ***Achieves*** performance expectations and at times exceeds them.

Satisfactory - ***Fulfills*** performance expectations. Level of performance is effectively and consistently maintained. Consistently ensures that the organization is following its mission, vision and strategic plan.

Less than Satisfactory - ***Fails to consistently fulfill*** performance expectations possibly because of some mitigating circumstances that may or may not have been within the leader's control. Improvement(s) may be required in order to fully achieve expectations on a continuous basis.

Unsatisfactory - ***Fails to fulfill many*** of the performance expectations. Regularly fails to meet or exceed required outcomes. Immediate improvements are required by the next performance evaluation.

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

November 20, 2009

Subject: Proposed Bonus for University President Modesto A. Maidique

Proposed Board Action:

Adopt the Following Resolution:

WHEREAS, fiscal year 2008 - 2009 was one of exceptional accomplishments in diverse and critical areas for FIU as a result of President Maidique's strong leadership, and

WHEREAS, a significant majority of the four goals and associated critical initiatives pertaining to academic performance, academic excellence, advancing the College of Medicine and financial stability, were achieved, and

WHEREAS, the Board of Trustees granted President Maidique a “_____” Performance rating based on these accomplishments, some of which included:

- Improved academic performance by continuing to attract the best and brightest students welcoming a freshman class with an average GPA of 3.69, average combined SAT of 1160 and average combined ACT of 25.
- Graduation of Doctoral Students reached 127 demonstrating a continued growth working towards the target of 150 by 2013.
- Strengthened academic excellence as is evidenced by the College of Business selection as top 15 schools by *The Princeton Review's* “Student Opinion Honors for Business Schools”; 2009 *BusinessWeek's* ranking of the Landon Undergraduate School of Business at #15 for public 2-year programs in the nation; the Executive MBA program was ranked 82nd on the global list by Financial Times, placing it in the top 35 in the United States; accreditation of the College of Law by the Association of American Law Schools.
- Strengthened academic reputation by increasing overall research applications 29% to 642 with total requested funding increasing by 24.5% to \$257 million and by increasing research awards in the strategic area of Health Sciences over \$4 million to \$10.2 million, about 250%.
- Advanced the College of Medicine by obtaining \$11 million in recurring funds from the State Legislature and through strong fundraising resulting in \$56 million from donor and corresponding state matching funds, surpassing \$95 million since the inception of the College of Medicine.

- Strengthened fiscal self-sufficiency by raising \$75.2 million from donor and corresponding state matching funds surpassing the university's historical high and exceeding the target by 109%.
- Strengthened the institution's compliance infrastructure by filling key positions within the Office of Internal Audit and the Division of Intercollegiate Athletics, NCAA Compliance.

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 Board wants to recognize the accomplishments of President Maidique during the fiscal year 2008 - 2009; therefore

BE IT RESOLVED that the Board approves a bonus of \$_____ for President Maidique, effective September 30, 2009, in recognition of his leadership.

BACKGROUND INFORMATION:

A: AUTHORITY:

BOG Regulation 1.001 University Board of Trustees Powers and Duties, provides in subsection (5) (a):

Each board of trustees shall provide for the establishment of the personnel program for all the employees of the university, including the president, which may include but is not limited to: compensation and other conditions of employment, recruitment and selection, nonreappointment, standards for performance and conduct, evaluation, benefits and hours of work, leave policies, recognition and awards, inventions and works, travel, learning opportunities, exchange programs, academic freedom and responsibility, promotion, assignment, demotion, transfer, tenure, and permanent status, ethical obligations and conflicts of interest, restrictive covenants, disciplinary actions, complaints, appeals and grievance procedures, and separation and termination from employment. To the extent allowed by law, university employees shall continue to be able to participate in the state group insurance programs and the state retirement systems.

EXHIBITS/SUPPORTING DOCUMENTS:

- Please refer to the Executive Performance Ratings

FACILITATOR/PRESENTER:

- Betsy Atkins, *Compensation Workgroup Chair*

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

November 20, 2009

Subject: Restructuring/Refinancing of FIU Foundation, Inc. Loan Associated with Construction of the MARC Building

Proposed Board Action:

Adopt the following Resolution:

WHEREAS, in September, 1999, the FIU Foundation, Inc. (the "Foundation"), issued \$13,000,000 Miami-Dade County Educational Facilities Authority Revenue Bonds (FIU Foundation Project) Series 1999, to finance the construction of the MARC Building at the Modesto A. Maidique campus, pursuant to a Trust Indenture dated December 1, 1999 between the Foundation and SunTrust Bank, as trustee. The 1999 Bonds were issued as variable rate bonds secured by a letter of credit pursuant to a Letter of Credit Agreement between the Foundation and SunTrust Bank, N.A. ("SunTrust"); and

WHEREAS, in view of the extreme economic conditions affecting credit markets and the financial industry, the interest cost of variable rate bonds have increased and SunTrust, the bank that issued the Letter of Credit securing the 1999 Bonds, has experienced a diminished ability to remarket the bonds that remain outstanding, with a principal amount of approximately \$9,260,000.00; and

WHEREAS, as a result of the foregoing, SunTrust has determined that it is not in a position to renew the Letter of Credit when it expires on December 15, 2009;

WHEREAS, SunTrust has offered to amend the 1999 Trust Indenture to enable the Foundation to convert the 1999 Bonds from variable rate debt to a Bank Qualified, Tax Exempt Term Loan as outlined in the Commitment Letter attached hereto as Exhibit "G" (the "Commitment Letter"); and

WHEREAS, in an effort to identify the most competitive financing terms for the Foundation, the University administration is currently obtaining additional proposals from other banks; and

WHEREAS, interest savings would be realized if the Foundation either amends the Trust Indenture with SunTrust or completes a refinancing/refunding transaction with another bank through a conduit issuer that will permit the Foundation to treat the transaction as "Bank Qualified" and allow banks to offer the Foundation lower interest rates than otherwise available;

THEREFORE, BE IT RESOLVED that the Florida International University Board of Trustees (“the BOT”) approves the Commitment Letter with SunTrust and delegates to the Foundation the authority to either (1) execute the SunTrust Commitment Letter and any other loan documents related thereto; or (2) execute a transaction to refinance the 1999 Bonds with another bank that the University President and CFO determine is in the best interest of the Foundation and University, provided that, at a minimum, the selected bank meets or exceeds the overall financial terms specified in the SunTrust Commitment Letter; and

BE IT FURTHER RESOLVED that the BOT delegates to the Executive Director of the Foundation the authority to execute any such documents and/or take any such actions as shall be necessary to complete the transaction on terms and conditions that meet or exceed those set forth in Exhibit “G;” and

BE IT FURTHER RESOLVED that the BOT directs the University CFO to report to the Finance and Audit Committee on the progress of the transaction at its next regularly scheduled meeting.

Background Information:

Legal Authority:

This resolution is adopted pursuant to and in accordance with Section 1010.62(10) of the Florida Statutes, which provides state universities and direct-support organizations with the authority to amend financing documents relating to capital projects that existed prior to 2006, “to the extent that such amendment does not increase the financial obligation of the Board of Governors, a state university, or a direct-support organization.” In addition, the April 2006 Board of Governors Debt Management Policy Guidelines authorizes state universities and their direct-support organizations to enter into “refundings for debt service savings where final maturities are not extended.”

Exhibits/Supporting Documents:

- Information behind the Finance and Audit Committee tab

Facilitator/Presenter:

- Albert Maury, *Finance and Audit Committee Chair*

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

November 20, 2009

Subject: New Business

Proposed Board Action

Information. Action, as necessary.

Authority for Board Action

N/A

Background Information

Board members will raise new business, if any.

Exhibits/Supporting Documentation:

▪ N/A

Facilitators/Presenters:

▪ Albert E. Dotson, Sr.

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

November 20, 2009

Subject: Concluding Remarks and Adjournment

Proposed Board Action

None. Information only.

Authority for Board Action

N/A

Background Information

Albert E. Dotson, Sr., FIU Board of Trustees Chair, will adjourn the meeting with closing remarks.

Exhibits/Supporting Documentation:

▪ N/A

Facilitators/Presenters:

▪ Albert E. Dotson, Sr.

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