



FLORIDA INTERNATIONAL UNIVERSITY

BOARD OF TRUSTEES

FULL BOARD MEETING

Thursday, June 12, 2014
11:00 am **approximate start time*
Florida International University
Biscayne Bay Campus
Wolfe University Center Ballrooms

AGENDA

- | | |
|---|------------------------------|
| 1. Call to Order and Chair's Remarks | Chairman Albert Maury |
| 2. Foundation Report | Thomas M. Cornish |
| 3. Public Appearances | Albert Maury |
| 4. President's Report | Mark B. Rosenberg |
| 5. Action Items – Consent Agenda | Albert Maury |
- BT1. Minutes, March 27, 2014
 - AP1. Tenure as a Condition of Employment Nomination
 - AP2. Tenure Nominations
 - AP3. Ph.D. in International Crime and Justice New Program Proposal
 - AP4. Approval of Gift of Real Property and New Educational Site
 - AP5. Museum of Science Inc. Development and Operating Agreement Proposal
 - AP6. Pathway Services Agreement
 - P1. Ratification of Memoranda of Understanding (MOU) between FIU and United Faculty of Florida; American Federation of State, County, and Municipal Employees, AFLC-CIO, Council 79; Dade County Police Benevolent Association for the rank and file; and Dade County Police Benevolent Association for the lieutenants
 - P2. University Goals Report, 2014-15
 - P4. Ratification of the 2014-17 Collective Bargaining Agreement Between the FIU Board of Trustees (BOT) and the Florida Nurses Association, Office and Professional Employees International Union, Local 713, AFL-CIO (FNA Local 713) and the MOU between the BOT and FNA Local 713 to provide the FNA nurses with the \$600 legislative bonus previously promised to them when the employees were out-of-unit

5. Action Items – Consent Agenda *(Continued...)*

- FA2. Proposed 2014-15 Fixed Capital Outlay Budget
- FA3. Request for Approval of Florida International University's 2015-16 Fixed Capital Outlay Legislative Budget Request, Consisting of the five-year Capital Improvement Plan
- FA5. Amendment to University Traffic and Parking Regulation
- FA6. Amendment to Student Debt Collection Regulation
- FA7. UniversityCity Prosperity Project TIGER Improvements

6. Action Items

- | | |
|--|-------------------------|
| AP7. 2014-15 University Work Plan to the Board of Governors | Cesar L. Alvarez |
| AP8. Amendment to the Florida International University Board of Trustees Operating Procedures | Cesar L. Alvarez |
| FA1. Proposed 2014-15 Operating Budget | Sukrit Agrawal |
| A. University and DSO Operating Budgets | |
| B. University Tuition and Fees Schedule | |
| C. Tuition for Market Rate Programs, 2015-16 Academic Year | |
| FA8. New Biscayne Bay Campus Student Housing Project | Sukrit Agrawal |

7. Status Reports, Board Committees

- | | |
|--|-------------------------|
| ▪ Academic Policy and Student Affairs Committee Report | Cesar L. Alvarez |
| ▪ Personnel Committee Report | Michael M. Adler |
| ▪ Health Affairs Task Force Report | Jose J. Armas |
| ▪ External Relations Committee Report | Claudia Puig |
| ▪ Finance and Audit Committee Report | Sukrit Agrawal |

8. New Business *(If any)* **Albert Maury**

9. Concluding Remarks and Adjournment **Albert Maury**

Next Full Board Meeting is scheduled for Wednesday, September 10, 2014

Action items numbered to coincide with the Committee agenda to which they relate.

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

June 12, 2014

Subject: Call to Order and Chair's Remarks

Proposed Board Action:

None. Information only.

Background Information:

Albert Maury, FIU Board of Trustees Chair, will convene the meeting with opening remarks.

Supporting Documentation: N/A

Facilitator/Presenter: Albert Maury, *Chair, FIU Board of Trustees*

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

June 12, 2014

Subject: Foundation Report

Proposed Board Action:

None. Information only.

Background Information:

Thomas M. Cornish, FIU Foundation, Inc. Board of Directors Chair-elect, will report on the activities of the Foundation Board since the last meeting of the Board of Trustees.

Supporting Documentation: N/A

Facilitator/Presenter: Thomas M. Cornish, *Chair-elect, FIU Foundation, Inc. Board of Directors*

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

June 12, 2014

Subject: Public Appearances

Proposed Board Action:

None. Information only.

Background Information:

Public Comment Period (if timely requested)

Supporting Documentation: N/A

Facilitator/Presenter: Albert Maury

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

June 12, 2014

Subject: President's Report

Proposed Board Action:

None. Information only.

Background Information:

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

Supporting Documentation: N/A

Facilitator/Presenter: Mark B. Rosenberg, *President, Florida International University*

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

June 12, 2014

Subject: Approval of Minutes of Meeting held March 27, 2014

Proposed Board Action:

Approval of Minutes of the Florida International University Board of Trustees, Full Board meeting held on Thursday, March 27, 2014 at the FIU Engineering Center, room 2300.

Background Information:

Board members will review and approve the Minutes of the Florida International University Board of Trustees, Full Board Meeting held on Thursday, March 27, 2014 at the FIU Engineering Center, room 2300.

Supporting Documentation: Florida International University Board of Trustees Full Board Meeting Minutes: March 27, 2014

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**FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
FULL BOARD MEETING
MARCH 27, 2014
MINUTES**

1. Call to Order and Chair's Remarks

Chair Albert Maury convened the meeting of the Florida International University Board of Trustees at 1:04 p.m., on Thursday, March 27, 2014, at the Engineering Center, room 2300, Miami, Florida.

The following attendance was recorded:

Present:

Albert Maury, *Chair*
Michael M. Adler, *Vice Chair*
Cesar L. Alvarez
Sukrit Agrawal
Jose J. Armas
Jorge L. Arrizurieta
Robert T. Barlick, Jr.
Gerald C. Grant, Jr.
C. Delano Gray
Claudia Puig
Liane M. Sippin

Excused:

Marcelo Claure
Mayi de la Vega

Chair Maury asked for a moment of silence in observance of the passing of Antonio Guedes, father of Trustee Mayi de la Vega.

Chair Maury welcomed all Trustees, University faculty and staff. He recognized College of Engineering and Computing Dean Amir Mirmiran, noting that with close to \$20M of external funding, research is an integral part of the College's mission and its success. He added that the College is the largest producer of Hispanic engineers, and one of the top producers of African-American engineers and females with doctoral degrees in engineering. He stated that the College's innovative research serves as a solutions center for the community with far-reaching impacts and benefits to the State and Country.

Dean Mirmiran welcomed Trustees to the Engineering Center, noting that that the College is celebrating its 30th anniversary this year. He stated that the University's online graduate engineering program is among the nation's best according to the latest rankings by *U.S. News & World Report*. He added that the Engineering Center houses 25 state-of-the-art research facilities, including

research centers, institutes and laboratories. He indicated that as the College continues to propel the research engine forward, it is applying a high-touch approach to its high-tech education enabling and inspiring graduates to improve the quality of life, while meeting the technical needs of industry and government, and also stimulating the economic development in South Florida and the nation.

Chair Maury thanked the members of the FIU Board of Trustees who traveled to Tallahassee for FIU Day with the delegation of students, administrators, and faculty to advocate for the University's legislative priorities. He announced that the Board of Trustees would transition to a paperless agenda delivery system by the Fall Board meetings. On behalf of the FIU Board of Trustees, Chair Maury extended his gratitude to Student Trustee and Student Government President for the Modesto A. Maidique Campus, Liane M. Sippin for her leadership and dedication to the Board, to the University and to the students. Trustee Sippin stated that it was a great honor for her to have the privilege to serve the students of the University as well as an honor to serve as a member of the Board.

2. Foundation Report

Foundation Board of Directors Chair Justo L. Pozo provided the Foundation Report, noting that as of March 18, 2014 the Foundation's investment portfolio totaled \$231.2 million with year-to-date gains through the period of approximately 12.7%. He announced that the Foundation welcomed new members, Dr. Stacey Oddman and Mr. Wasim Shomar. He presented an update on the Next Horizon fundraising campaign, noting that to date, \$209 million has been raised, representing approximately 28% progress towards the goal. He presented the roster of capital campaign committee members, delineated data on current gift commitments and defined campaign timeline key tasks.

3. Public Appearances

There were no public appearances.

4. President's Report

University President Mark B. Rosenberg announced that, funded by a \$1 million seed investment from The Lennar Foundation, The Education Effect that began at Miami Northwestern Senior High School in 2011 was launched at Booker T. Washington and will focus on promoting 100 percent graduation, improving college and career readiness and increasing the engagement of parents and the community. He reported that the Florida Legislature funded Targeted Educational Attainment (TEAm) grants to produce more graduates for careers in the state's highest-need areas, adding that the Board of Governors awarded \$8.5 million in TEAm grants to a newly formed consortium among FIU, UCF and USF for two projects.

President Rosenberg reported that FIU Health broke ground on a 36,000-square-foot ambulatory care center (ACC) on FIU's Modesto A. Maidique Campus, noting that in partnership with Miami Children's Hospital, the FIU Health ACC will house the first dedicated pediatric ambulatory surgical center in South Florida. He stated that Broward College and FIU hosted a special event to commemorate the construction of FIU @ I-75, an 89,000-square-foot joint-use facility. He provided preliminary data from the Food Network South Beach Wine and Food Festival, noting that the 2014 Festival raised more than \$2 million and reported record ticket sales.

President Rosenberg reported on research news, noting that FIU has been awarded a \$1.45 million grant from the National Math and Science Initiative to replicate its successful UTeach program in Miami to help produce qualified math and science teachers. He indicated that FIU researchers are using technology and principles derived from the traditional Japanese art of origami to create remarkably compact and incredibly efficient antennas and electronics. He stated that researchers and students in FIU's Discovery Lab have developed the initial prototype of a TeleBot that combines telepresence and robotics to allow disabled police and military personnel to serve as patrol officers.

President Rosenberg reported on student news and achievements, noting that the FIU Model United Nations team earned first place at the West Point Security Conference and that the College of Law's Moot Court team won the 11th Annual Board of Advocates Intramural Appellate Advocacy Competition. President Rosenberg introduced a brief video clip that featured United States of America President Barack Obama's visit to Coral Reef Senior High School in which President Obama discussed the importance of education. President Rosenberg reported on faculty news and achievements, stating that the American Psychiatric Association and its Council on Medical Education and Lifelong Learning selected Professor Eugenio Rothe, M.D., as a recipient of the Nancy C.A. Roeske, MD, Certificate of Recognition for Excellence in Medical Student Education. He added that distinguished Ryder Professor S.S. Iyengar was named a Fellow of the National Academy of Inventors.

President Rosenberg stated that the University honored Trustee Gerald Grant as the FIU Alumnus of the Year at 13th annual Torch Awards Gala. He reported that Panthers women's basketball senior point guard Jerica Coley finished her career as the Panthers' all-time leading scorer and fifth on the NCAA's Division I women's career scoring list with 3,107 career points. He noted that members of the FIU football team traveled to Dade Christian School to serve as volunteers in the 12th Man Football Camp where disabled participants learned the football positions by rotating through learning stations where instruction was geared to each participant's need or disability.

5. Action Items – Consent Agenda

Chair Maury noted that the Academic Policy and Student Affairs Committee met earlier in the day and reviewed an additional agenda item, adding that the Committee recommends that the Board of Trustees endorse Mr. Alberto M. Carvalho as a recipient of a doctoral degree *honoris causa* from Florida International University.

Chair Maury added that the Finance and Audit Committee and the Academic Policy and Student Affairs Committee each recommended approval by the Board of the respective action items contained in the Consent Agenda.

Chair Maury asked for comments on any of the items included in the Consent Agenda. Hearing none, a motion was made and passed to accept the Consent Agenda, and members of the Board concurred with the following actions:

- **BT1. Minutes, August 19, 2013** – Approve the Minutes of the Florida International University Board of Trustees, Full Board meeting held on Monday, August 19, 2013 via conference call.
- **BT2. Minutes, October 14, 2013** - Approve the Minutes of the Florida International University Board of Trustees, Full Board meeting held on Monday, October 14, 2013 via conference call.
- **BT3. Minutes, January 9, 2014** - Approve the Minutes of the Florida International University Board of Trustees, Full Board meeting held on Thursday, January 9, 2014 at the FIU Modesto A. Maidique Campus, Graham Center Ballrooms.
- **FA1. Authorization to Modify Bank Controls for Certain Foreign Research Program Accounts** - Amend the Bank Controls for the following Foreign Research Program Accounts:
 - Integrated Natural Resource Management in Watersheds of Georgia Program
 - West Africa Water Supply, Sanitation and Hygiene Program
- **AP1. Tenure as a Condition of Employment Nominations** - Approve two (2) candidates for Tenure as a Condition of Employment.
- **AP2. Master in Physician Assistant Studies New Program Proposal** - Approve the Master in Physician Assistant Studies degree (CIP 51.09.12) new program proposal.
- **AP3. Amendment to Regulations: Student Code of Conduct, FIU-2501; and Disruptive Student Conduct, FIU-2520** - Amend the Student Code of Conduct Regulation, FIU-2501 and the Disruptive Student Conduct Regulation, FIU-2520.
- **AP4. Amendment to Demonstrations Regulation, FIU-110** - Amend the Demonstrations Regulation, FIU-110.
- **AP5. Proposed Camping Regulation, FIU-111** - Approve the Camping Regulation, FIU-111.
- **AP6. Approval of Relocation of FIU Broward (Pines Center) Educational Site** - Approve, and request that the Florida Board of Governors (BOG) approve, the relocation of the Pines Center Educational Site located in Pembroke Pines to the new Broward College Educational Facility located in Miramar; and delegate to the University President the authority to submit all documents and take all actions necessary or desirable to obtain BOG's approval of the relocation.
- **AP7. Honorary Degree Nomination** - Endorse Mr. Alberto M. Carvalho as a recipient of a doctoral degree *honoris causa* from Florida International University.

6. Action Item

FA2. FIU Campus Master Plan Update 2010-2020

President Rosenberg presented the 2010-2020 Campus Master Plan for Board Review, noting that FIU's Master Plan draws upon previous physical planning efforts and provides the University with an integrated framework of guiding principles and facility projects that examine space needs in the future to meet academic objectives. He added that the Master Plan offers a campus-wide frame of reference that measures and assesses the University's impact on facilities, services and natural resources. He presented information on current conditions on each campus and future planning activities.

A motion was made and passed that the FIU Board of Trustees approve the Florida International University 2010-2020 Campus Master Plan Update.

7. Discussion Item

BT4. Amendment to the Florida International University Board of Trustees Operating Procedures

Chair Maury indicated that the Board retained the services of Dr. Kenneth A. Shaw, who moderated the Board's Retreat in April, to conduct a thorough review of the Board's current Operating Procedures. Chairman Maury added that he expected that the proposed changes would be available for Board review at the next regularly scheduled meeting.

8. Status Reports, Board Committees

Athletics Committee Report

Trustee Jorge L. Arrizurieta, Chair of the Athletics Committee, presented highlights from the Committee's meeting in February. He reported that Committee was introduced to the newly appointed Director of University Athletic Compliance and NCAA Rules Compliance Hank Harrawood. He noted that Executive Director of Sports and Entertainment Pete Garcia provided an Athletics update and also introduced Aramis Garcia who discussed his experiences and accomplishments as an FIU junior and catcher for the Panthers baseball team. He stated that the Committee engaged in a substantive discussion on athletics compliance and student academic success.

Personnel Committee Report

Trustee Michael M. Adler, Chair of the Personnel Committee, presented highlights from the Committee's meeting in February. He noted that the University President's Incentive Goals for the 2013-14 academic year were presented for Committee review and approval. Trustee Adler stated that the State University System (SUS) of Florida Board of Governors (BOG) has instituted a Performance Funding Model consisting of eight metrics common to all SUS institutions and two specific to each university. He added that the BOG's Performance Funding Model metrics evaluate the SUS institutions on a range of issues such as six-year graduation rates and cost per undergraduate degree. He indicated that the Committee reviewed six additional FIU metrics, noting that they related to doctoral degree production, total research expenditures, growth of the university's endowment, start-up companies, student internship participation, and first generation student graduates. Trustees concurred that traditional metrics may not appropriately capture FIU's unique mission and strengths. Board members added a seventeenth metric that relates to community

engagement initiatives, revenue generating activities not already included in existing metrics, and other major one-time priorities not easily quantified, such as the Miami-Dade County Youth Fair & Expo land negotiations.

Finance and Audit Committee Report

Trustee Sukrit Agrawal, Chair of the Finance and Audit Committee, presented highlights from the Committee's meeting earlier in the day. He noted that Allen Vann, Director of Internal Audit, provided updates on recently completed audits and work in progress. He reported that the University and direct support organizations' operating revenues were above estimates by \$26M (or four percent) and that operating expenses were below estimates by \$19M (or four percent). He reported that Sr. VP and CFO Jessell provided a review of the State of Florida's Auditor General Financial Statements Audit for Fiscal Year ended June 30, 2013, noting that the audit did not identify any deficiencies in internal control over financial reporting that were considered material weaknesses. He also stated that Dr. Jessell provided highlights of the University's financial statements. Trustee Agrawal reported that University Chief of Police Alexander D. Casas presented an overview on the Clery Act. He further noted that as is stipulated in the Finance and Audit Committee Charter, the Committee met separately with the Office of Internal Audit and reported that Mr. Vann provided the Committee with an update on the progress in completing the annual audit plan.

Health Affairs Task Force Report

Trustee Jose J. Armas, Chair of the Health Affairs Task Force, presented highlights from the Task Force's meeting earlier in the day. He reported that Nicole Wertheim College of Nursing and Health Sciences Dean Ora L. Strickland provided an overview of the Nurse Practitioner programs. He stated that Robert Stempel College of Public Health and Social Work Dean Michele Ciccazzo provided an overview of the collaborative and overarching research efforts that extend to other University health-related disciplines and also discussed collaborative internships. He further noted that Provost Wartzok discussed how the Affordable Care Act will impact student health services at the University. He reported that Provost and Executive Vice President Douglas Wartzok presented an overview of the College Health Program Report that was provided by Hodgkins Beckley Consulting LLC/Stephen L. Beckley and Associates Inc.

Academic Policy and Student Affairs Committee Report

Trustee Cesar L. Alvarez, Chair of the Academic Policy and Student Affairs Committee, presented highlights from the Committee's meeting earlier in the day. He reported that Senior Instructor in the Honors College, John Bailly and Honors College student Fay Goldstein presented an overview on the Aesthetics and Values Honors College Seminar. Trustee Alvarez noted that Ms. Goldstein discussed her experience with the seminar and described the annual project. He added that the Honors College consists of outstanding students and faculty who thrive in a non-traditional learning environment and benefit from a small community of scholars.

9. New Business

Provost Wartzok announced that he will be stepping down from office and beginning his sabbatical effective July 1, 2014. He discussed his future plans, which include a sabbatical at Macquarie University in Sydney and writing papers in his area of research, marine mammals and marine policy.

On behalf of the Board, Chair Maury recognized Provost Wartzok's unwavering dedication and service to the University and expressed the Board's gratitude for the countless contributions and accomplishments during his tenure.

President Rosenberg noted that each year is marked by new achievements and accomplishments. He added that, in appreciation of Provost Wartzok, he dedicated the University's 2013 year in review video that captured some of the most notable moments and memories from 2013 to Provost Wartzok.

10. Concluding Remarks and Adjournment

With no other business, Chair Albert Maury adjourned the meeting of the Florida International University Board of Trustees on Thursday, March 27, 2014 at 2:38 p.m.

Albert Maury
Chairman
FIU Board of Trustees

Mark B. Rosenberg
Corporate Secretary
FIU Board of Trustees

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4.15.14

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

June 12, 2014

Subject: Tenure as a Condition of Employment Nomination

Proposed Board Action:

Approve one (1) candidate for Tenure as a Condition of Employment (TACOE).

Background Information:

Pursuant to the Florida Board of Governors Regulation 1.001(5)(a), each board of trustees shall provide for the establishment of the personnel program for all the employees of the university, including but not limited to tenure.

The TACOE nominee had tenure at his previous institution and has been selected to receive TACOE based on the caliber of his work.

Supporting Documentation: Tenure as a Condition of Employment Nominee
Attachment 1 – Tenure as a Condition of Employment
Nominee’s Biography

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Florida International University
2013 - 2014 Tenure (as a Condition of Employment) Nomination

| NAME | DEPARTMENT | PROPOSED RANK |
|-------------------------------------|---------------------|----------------------|
| | | |
| College of Arts and Sciences | | |
| Todd Crawl | Biological Sciences | Professor |
| | | |
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Attachment 1

Todd Crowl

Department of Biological Sciences

Todd Crowl received his B.S. in Biology at Ohio State University and his M.S. and Ph.D. in Zoology at the University of Oklahoma. He was a post-doctoral fellow at Otago University before taking a faculty position at Utah State University. He is joining FIU after being a Professor of Quantitative Ecology at Utah State for the past 26 years. Dr. Crowl's research interests include aquatic ecology, predator-prey interactions, food web ecology and most recently, urban stream ecology.

Dr. Crowl has a long track record of nationally competitive funding from NSF, U.S. Fisheries and Wildlife Service, and the U.S. Forest Service, including a recent \$20 million NSF Experimental Program to Stimulate Competitive Research award. He has published 70 peer-reviewed papers that have been cited over 2000 times, with an overall h-index of 24, and more than 42 citations per publication. He is a frequent presenter at scientific conferences and gives seminars all over the world. He regularly reviews proposals for numerous funding agencies and manuscripts for publications in his field. He has mentored more than 30 graduate students and 5 postdoctoral fellows. Dr. Crowl will be a full Professor in the Department of Biological Sciences and serve as the Director of the Southeastern Environmental Research Center.

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

June 12, 2014

Subject: Tenure Nominations

Proposed Board Action:

Approve the Tenure Nominations as specified in the Board materials.

Background Information:

Pursuant to the Florida Board of Governors Regulation 1.001(5)(a), each board of trustees shall provide for the establishment of the personnel program for all the employees of the university, including but not limited to tenure.

The University President is recommending the granting of Tenure for twenty-nine (29) nominees as specified in the Board materials.

Supporting Documentation:

Tenure Nominations

Attachment 2 - Tenure Process

Attachment 3 - Tenure Nominees' Biographies

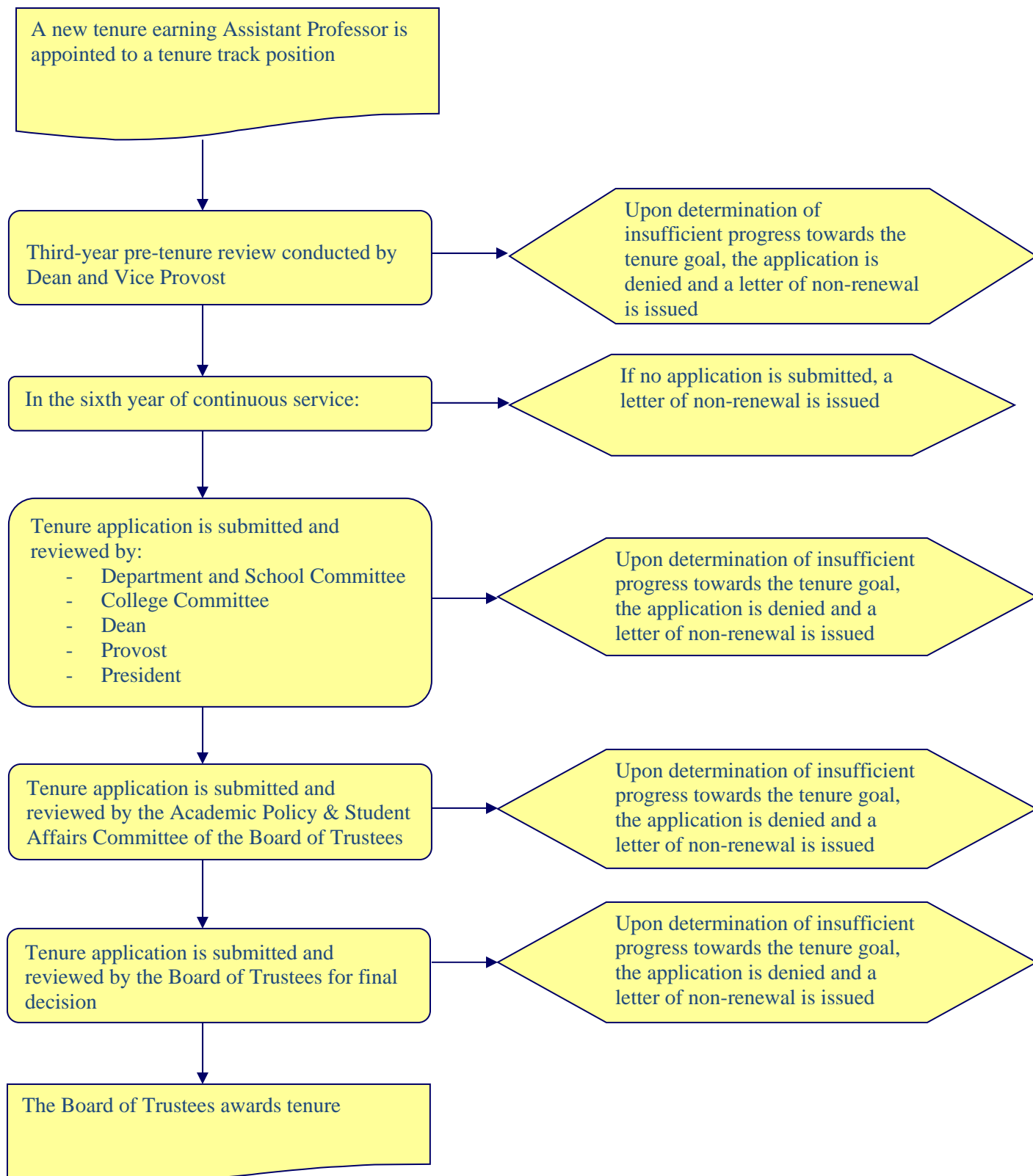
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| | 2013-2014 Tenure Candidates | | |
|----|---|--------------------------------------|---------------------|
| | Name | Department | Proposed Rank |
| | College of Architecture + The Arts | | |
| 1 | Spiegelhalter, Thomas | Architecture | Associate Professor |
| 2 | Galaska, Anthony S. | Theatre | Associate Professor |
| | College of Arts and Sciences | | |
| 3 | Moon, Joongho | Chemistry and Biochemistry | Associate Professor |
| 4 | Jiang, Haiyan | Earth and Environment | Associate Professor |
| 5 | Liu, Hong | Earth and Environment | Associate Professor |
| 6 | Onsted, Jeffrey A. | Earth and Environment | Associate Professor |
| 7 | Rehage, Jennifer Schopf | Earth and Environment | Associate Professor |
| 8 | Yilmazkuday, Hakan | Economics | Associate Professor |
| 9 | Cadle, Nathaniel E. | English | Associate Professor |
| 10 | Dean, Debra | English | Associate Professor |
| 11 | Pearl, Jason H. | English | Associate Professor |
| 12 | George, Florence | Math and Statistical Sciences | Associate Professor |
| 13 | Silverman, Renée M. | Modern Languages | Associate Professor |
| 14 | Zeng, Jin | Politics and International Relations | Associate Professor |
| 15 | Michel, Jesse S. | Psychology | Associate Professor |
| 16 | Stephens, Dionne | Psychology | Associate Professor |
| 17 | Cheng, Shaoming | Public Administration | Associate Professor |
| 18 | Ganapati, Nazife E. | Public Administration | Associate Professor |
| 19 | Neshkova, Milena I. | Public Administration | Associate Professor |
| 20 | Bauman, Whitney A. | Religious Studies | Associate Professor |
| | College of Business | | |
| 21 | Chou, Wen-Hsiu | Finance | Associate Professor |
| | College of Education | | |
| 22 | Dinehart, Laura H. | Teaching and Learning | Associate Professor |

| | 2013-2014 Tenure Candidates | | |
|----|--|-------------------------------------|---------------------|
| | Name | Department | Proposed Rank |
| | College of Engineering and Computing | | |
| 23 | Zhao, Ming | Computer and Information Sciences | Associate Professor |
| 24 | Georgakopoulos, Stavros | Electrical and Computer Engineering | Associate Professor |
| 25 | Pala, Nezih | Electrical and Computer Engineering | Associate Professor |
| | College of Law | | |
| 26 | Gomez, Manuel A. | N/A | Associate Professor |
| 27 | Rodriguez-Dod, Eloisa C. | N/A | Associate Professor |
| | Robert Stempel College of Public Health and Social Work | | |
| 28 | Page, Timothy F. | Health Policy and Management | Associate Professor |
| 29 | Dillon, Frank R. | School of Social Work | Associate Professor |

Attachment 2

Tenure Process



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Thomas Spiegelhalter
Department of Architecture

Thomas Spiegelhalter received his Master and a Bachelor from the University of the Arts in Berlin and a Bachelor in Architectural Engineering and Design from the University of Applied Science in Bremen, Germany. Mr. Spiegelhalter came to FIU from the University of Southern California in Los Angeles. His research focus is in the areas of Sustainability Design Studio, Integrated Building Systems, and Environmental Systems in Architecture. He is the Co-Founder and Co-Director of the new Structures and Environmental Technologies Lab (SET) in the College of Architecture + The Arts, a university/industry teaching, research and outreach center. In addition to his teaching career, Spiegelhalter has participated in nearly \$2,964,920 million in research grants and contracts from public and private institutions since 1990 including NREL, DOE, AIA, and BMWI in Germany. He has been a faculty adviser for CMU, USC and FIU School of Architecture's award winning Solar Decathlon teams (2002, 2007 & 2011). Spiegelhalter is a licensed architect in all European Union Member States. He is also a LEED accredited professional and provides sustainable design consulting services for private, institutional and commercial clients in Europe, Asia, Central America and the U.S.

Mr. Spiegelhalter's writing has been published in both national and international venues. Since at FIU Spiegelhalter has co-authored two new books, written two book chapters, published articles in seventeen double-blind peer reviewed journals, and thirty-one refereed conference proceedings totaling his publication record to 139. Currently, Spiegelhalter is serving as the series editor for Building Technology at ARTECH House Publishers Inc., London, U.K.', and he is serving as an associate editor, and referee for numerous journals, proceedings, conferences, and design competitions around the world. Spiegelhalter has received 47 honors, prizes and awards for his creative design work through participation in competitions and applied research at academic, regional, national, and international levels. In 2003, he was selected in a peer reviewed process as one of the 10 annual 'Design Vanguard' awardees by Architectural Record, the leading professional monthly periodical in architecture in the U.S. Many of his design competitions resulted in built projects that have been featured in over 111 design and research publications, and in one monograph entitled "Adaptable Technologies – Le architetture di Thomas Spiegelhalter," published by Franco Angeli in the international monograph series of "Architettura della Tecnologia." He has presented his work at 63 exhibitions, and his built projects have been shown in 11 television documentaries from around the world. He has also intensively lectured and presented his design/built research work at 103 national and international conferences, design charettes, exhibitions, and workshops in Germany, the UK, Wales, Switzerland, Italy, France, Belgium, the Netherlands, Australia, Tasmania, Mexico, Costa Rica, and throughout the U.S.

Attachment 3

Anthony S. Galaska
Department of Theatre

Anthony S. Galaska holds a Bachelor of Fine Arts from Purdue University and a Master of Fine Arts from Purdue University. Upon graduating from Purdue University, he joined the faculty for a one-year appointment as Visiting Instructor of Lighting Design. One of his many productions at Purdue University, *Labcoats on Clouds*, was seen at the Prague Quadrennial in the Czech Republic. After finishing his time with Purdue, Mr. Galaska moved to Brooklyn, New York to focus on his professional lighting career. While living in New York he worked with many off-off Broadway theatre companies and regional theatres such as Toy Box Theatre Company, The Gallery Players, Wings Theatre Company, Metropolitan Playhouse, and New Perspective Theatre Company. Since joining the faculty at FIU Mr. Galaska continues to work with New York based theatres and regionally with The Shakespeare Theatre of New Jersey and the Texas Shakespeare Festival.

At FIU, Mr. Galaska's primary focus is to mentor and teach students studying lighting design. The lighting students he mentors have participated in and been recognized at regional and national design competitions. All lighting students that have graduated during his time at FIU have gone on to graduate school or are working professionally in their field of study. In addition to lighting design Mr. Galaska mentors and guides students focused in studying stage management and sound design, many of whom have also been recognized for their work. Mr. Galaska has received faculty excellence awards from the Kennedy Center American College Theatre Festival for his lighting designs of *The Cooke*, *Springs Awakening*, *The Cherry Orchard*, *House of The Spirits* and *Medea*. Also, he currently holds the position of the Kennedy Center American College Theatre Festival Stage Management Coordinator Region IV.

Attachment 3

Joongho Moon

Department of Chemistry and Biochemistry

Joongho Moon received his Ph.D. in Materials Chemistry from Pohang University of Science and Technology in Pohang, South Korea, where he studied surface modification and characterization under the direction of Professor Joon Won Park. He developed synthetic methods for uniform aminosilane layers on metal oxides and established a quantification method for amine density of the layers. As a postdoctoral associate at MIT, Dr. Moon studied the effect of unique surface structures of polymer brushes on chemical sensing under Professor Timothy M. Swager. In 2001, Dr. Moon joined the Nomadics Life Sciences/Advance Materials Laboratory in Cambridge, MA (now merged to FLIR). Dr. Moon established various fabrication and modification methods of amplifying fluorescent polymers for efficient sensory platforms including film, sol-gel, and hybrid materials. He was also a visiting scientist of the Institute Soldier Nanotechnology at MIT. In 2005, Dr. Moon received a Small Business Innovation Research grant from NIH to develop highly bright conjugated polymers (CPs) for fluorescent imaging of live cells.

Dr. Moon's research focuses on the design and synthesis of new functional materials for labeling, sensing, and delivery of biological substances. His research group has developed novel synthetic and fabrication methods for conjugated polymers and conjugated polymer nanoparticles (CPNs) and used the polymers for cellular imaging and small interfering RNA delivery applications. Dr. Moon received federal grant funds to support the research projects. A project for developing highly bright CPNs for multiphoton imaging has been supported by NIH and a project for developing biochemical/environmental sensors has been supported by NSF. Research outcomes have been published in peer reviewed journals such as *Advanced Materials*, *Chemical Communications*, and *Macromolecules*. Dr. Moon and his students have presented research results at national meetings such as Materials Research Society, American Chemical Society, and Gordon Research Conference. Dr. Moon has developed interdisciplinary research projects with researchers from the Department of Physics, the Department of Biomedical Engineering, the Department of Electrical and Computer Engineering, and the Department of Dietetics and Nutrition at FIU. Since 2008, Dr. Moon has actively recruited underrepresented undergraduate and graduate students to work on his research projects. He has mentored a total of thirteen minority undergraduates, two postdoctoral fellows, one exchange student, and two research associates. He is currently mentoring six Ph.D. students on research projects. Dr. Moon has served as a reviewer for a grant agency and numerous scientific journals.

Attachment 3

Haiyan Jiang

Department of Earth and Environment

Haiyan Jiang completed her Ph.D. in Meteorology from the University of Utah. Upon completion of her doctorate, Dr. Jiang worked as a Postdoctoral Research Associate at the University of Maryland Baltimore County & the National Aeronautics and Space Administration (NASA) Goddard Space Flight Center from 2004 to 2006. During 2007-2009, she worked as a Research Assistant Professor at the Department of Atmospheric Sciences at the University of Utah, where she received a NASA New Investigator Award. Dr. Jiang's research focuses on hurricane rainfall, convection, and intensity change.

Dr. Jiang has published 21 research articles in refereed scientific journals. She has been awarded research grants as Principal Investigator (PI) totaling over \$1.5M from NASA and the National Oceanic and Atmospheric Administration with more than \$1.1M awarded at FIU (since January 2010). She has supported a total of 7 graduate students and 1 postdoctoral scholar with her research grants. She has also designed and led the NASA-sponsored Hurricane & Remote Sensing Summer Education & Research Internship Program for FIU undergraduate students. Dr. Jiang has served on three review panels of NASA for allocating competitive research grants, including the Advancing Collaborative Connections for Earth System Science (ACCESS) program (2009, 2011) and the Computational Modeling Algorithms and Cyber-infrastructure (CMAC) program (2012). She has also served as a reviewer for National Science Foundation (NSF) and NASA grant proposals. From 2010 to 2013, she reviewed 28 scientific papers for 17 different peer-reviewed journals (e.g., Geophysical Research Letters, Journal of Geophysical Research, IEEE Transactions on Geoscience and Remote Sensing, Journal of Climate, Journal of Atmospheric Science, Journal of Applied Meteorology and Climatology, Monthly Weather Review, Weather and Forecasting, Journal of Hydrometeorology, and Climate Dynamics etc.). In addition, she reviewed one textbook for Oxford University Press in 2012. She is currently supervising 5 Ph.D. students as major advisor and is serving or served as a committee member for 3 Ph.D. students and 5 M.S. students.

Attachment 3

Hong Liu

Department of Earth and Environment

After receiving her Ph.D. degree in Biology from FIU, Hong Liu worked as a postdoctoral Research Associate at University of South Florida from 2003-2005, and with University of Florida from 2005-2008. Dr. Liu is a plant conservation ecologist. The ultimate goal of her research is to generate insights into the species' ecology for guiding biodiversity conservation and management efforts.

Dr. Liu has authored or co-authored more than 40 peer-reviewed journal articles and two book chapters. Her research has been published in prestigious journals such as *Biological Conservation*, *Ecology*, *Ecological Applications*, and *Biological Invasions*. One of her research papers have been cited 160 times as of August 2013. Her conservation research in China was prominently featured in a news article in the international journal *Science* and reported by Singapore National Television during the 20th World Orchid Congress. She has accepted invitations to present talks at several major international symposia on orchid biology and conservation, such as one held at the XVIII International Botanical Congress. Since joining FIU, Dr. Liu has secured more than \$450,000 in external funding from multiple sources. Her funding from China has provided unique opportunities for her and her students to interact with high-level biodiversity conservation managers in China and to influence policy making. Dr. Liu has been a key person in the working agreement to achieve mutual institutional goals between FIU's Department of Earth and Environment and Fairchild Tropical Botanic Garden (FTBG). As an essential link in the institutional agreement between FIU and FTBG, Dr. Liu maintains her lab space at FTBG, keeps office hours, and meets and supervises graduate and undergraduate students at both institutions. At the College and University levels, she has been an effective facilitator for building FIU's institutional collaborations in botanical and biodiversity conservation in China. As service to the greater academic community, Dr. Liu has reviewed manuscripts for eleven journals since being hired at FIU. She has served as an Associate Editor for *Biological Invasions* (impact factor 2.5) since 2009 and a Handling Editor for *Conservation Biology* (impact factor 4.3) since August 2013.

Attachment 3

Jeffrey A. Onsted

Department of Earth and Environment

Jeffrey A. Onsted earned his Ph.D. in Geography from the University of California, Santa Barbara. His doctoral research investigated the dynamic nature of voluntary farmland protection, incentivized through differential tax assessment, as well as how this dynamism affected landscape change in California. This work was supported by both a Sea Grant Traineeship as well as a grant from the California Policy Research Center. Since August 2007, he has been employed as an assistant professor in the Department of Earth and Environment with a joint appointment in the Department of Global and Sociocultural Studies. He conducts basic research in geographic information science, land change science, and spatial analysis as well as supervises graduate research projects. His work seeks to understand not only how land use policies affect landscape change but also how landscape change impacts ecological patterns and processes. His emphasis on land change science allows his work to act as a natural meeting place for both the social and the biophysical.

At FIU, Dr. Onsted has published or had accepted seven peer-reviewed journal articles, including four as first or sole author in top rated journals such as *Landscape and Urban Planning*, *International Journal of Geographic Information Science*, and *Environment and Planning B*. He has published one conference proceedings, 11 reports, and three other publications as well. Dr. Onsted has been a PI or Co-PI on grants totaling over \$700,000, which have funded over 20 graduate students. He has also been very active as a collaborator in both of the Long Term Ecological Research (LTER)–Florida Coastal Everglades (FCE) II and III grants, where he has acted as a working group leader (FCE II), been a Co-PI on several supplemental grants, and has acted as a team leader in synthesis efforts. He has also recently become a Working Group leader and funded collaborator for FCE III. Dr. Onsted is the PI on a nearly half million dollar grant currently under review by the USDA as well. His service to the science community includes acting as session chair at meetings of the Association of American Geographers as well as serving as a reviewer for numerous prestigious journals. Consistent outreach to local high school students through the FIU Agroecology symposium has allowed him to also engage the local community. In addition to representing his research and the discipline at 22 conferences and 20 invited lectures, his work has attracted attention in both print media (Fresno Bee newspaper) as well as on WLRN radio.

Attachment 3

Jennifer Schopf Rehage Department of Earth and Environment

Jennifer Schopf Rehage obtained her Ph.D. from the University of Kentucky. Dr. Rehage has a long commitment to FIU, since she obtained her undergraduate degree in Environmental Studies at FIU, and then completed a postdoc in the Biological Sciences department at FIU in 2004. She completed a second postdoctoral appointment with the U.S. Geological Survey in Everglades National Park in 2005, and then served as an assistant professor at Nova Southeastern University between 2006-2008, just prior to joining FIU. Dr. Rehage is an aquatic ecologist with expertise in fish, wetland, behavioral and invasion ecology. Her research interests focus on understanding how aquatic systems respond to both biotic (e.g., nonnative species invasions) and abiotic (e.g., alteration to natural hydrologic regimes) anthropogenic disturbances. Her current research examines how Everglades fishes respond to both natural and anthropogenic hydrological disturbance and to increasing invasions by nonnative fish species. Her research is applied, and has important implications for ecosystem management and restoration efforts in the Everglades and elsewhere.

Dr. Rehage has authored 20 peer-reviewed articles, and has 2 papers currently in review. She is also a coauthor along with other prominent aquatic and behavioral ecologists on 2 major review and conceptual publications, likely to make important contributions to her field. One of these is a conceptual review paper just published in the journal *Trends in Ecology and Evolution* in Aug 2013, one of the top 2 journals in her research area (5-year impact factor = 17.2). The article was recently featured in the cover of the journal, and in news stories by National Geographic and National Public Radio's Radiolab. Dr. Rehage has received \$1.2 million in research grants as PI and \$5.7 million as co-PI (\$ 2.5 million awarded to FIU) from the National Science Foundation, the US Army Corps of Engineers, the National Park Service, the US Fish and Wildlife Service, the US Geological Survey, and the South Florida Water Management District. She currently has pending grants totaling \$0.6 million. Of the 11 graduate students she has supervised, she currently supports or has supported 6 of them with research grants. She secured funding from the National Science Foundation's Research Experiences for Undergraduates program (REU) for one of her undergraduate students. She has also authored or co-authored at least 40 conference presentations since joining FIU. For service to her academic community, Dr. Rehage has reviewed papers for 32 peer-reviewed journals in the fields of ecology, behavior, evolution and fisheries, and currently serves in the Editorial Board of one of these journals. Dr. Rehage has also served as a participant in 2 National Science Foundation review panels. As part of the Everglades scientific community, she has provided expert technical review for Everglades restoration documents and proposed restoration actions. She is an active member of 5 professional societies, and in particular through the Ecological Society of America, she has been involved in several mentoring activities to increase representation of underrepresented young scientists in the field of ecology.

Attachment 3

Hakan Yilmazkuday
Department of Economics

Hakan Yilmazkuday has received his MA and Ph.D. degrees in Economics from Vanderbilt University. After graduation, he worked in the Department of Economics at Temple University, Philadelphia, PA, for two years, after which he joined the Department of Economics at FIU. His primary research and teaching fields are in the area of International Trade and Finance, Macroeconomics, and Monetary Economics. He is a Research Associate at Globalization and Monetary Policy Institute, Federal Reserve Bank of Dallas. Dr. Yilmazkuday continues to engage in ongoing projects with co-authors at the International Monetary Fund, where he has been a Visiting Scholar on many occasions. He has been elected as the Executive Secretary of the International Economics and Finance Society for the period of 2013-2015, which is an international society with more than 160 members.

Dr. Yilmazkuday has published 26 research papers in refereed international journals, including highly respected journals in the field of Economics, 12 other completed papers, and 2 book chapters. He has presented most of these papers at high-quality conferences on Economics. Dr. Yilmazkuday and his co-authors have received grant funding from the National Science Foundation in the amount of \$513,111. He has served as a referee for several papers from top Economics journals. He has organized many conferences, bringing together the top economists in the nation. He has served on the editorial board of Journal of Global Analysis and a Guest Editor of Emerging Markets Finance and Trade, bringing together the best papers in one of the conferences that he has organized. Dr. Yilmazkuday has been the main advisor to many Ph.D. students and committee member to many others.

Attachment 3

Nathaniel E. Cadle
Department of English

Nathaniel E. Cadle received his B.A. from Bellarmine College in Louisville, Kentucky; his M.A. from the University of Exeter in the United Kingdom; and his Ph.D. from the University of North Carolina at Chapel Hill. Before coming to FIU in 2008, he taught at both UNC-Chapel Hill and West Virginia University at Parkersburg. His specialty field is late-nineteenth- and early-twentieth-century American literature and culture with a focus on two principal literary movements: realism and modernism. More specifically, his scholarship examines the intersections between realist aesthetics and the Progressive Movement; the history of globalization and its impact upon American literary culture; and the rise of modernism, particularly in the so-called “little” literary magazines of the 1890s and early-1900s.

Dr. Cadle’s first book, *The Mediating Nation: Late American Realism, Globalization, and the Progressive State*, has successfully passed through the peer-review process and is currently under contract at the University of North Carolina Press, an academic publisher with a strong list of titles in American Studies.

In addition to *The Mediating Nation*, Dr. Cadle has contributed to the edited collection *American Exceptionalisms: From Winthrop to Winfrey* (SUNY Press, 2011) and the autumn 2007 issue of *Resources for American Literary Study*. His contribution to the former, an essay entitled “America as ‘World-Salvation’: Josiah Strong, W.E.B. Du Bois, and the Global Rhetoric of American Exceptionalism,” was reviewed positively in the March 2013 issue of the *Journal of American History*. Dr. Cadle’s forthcoming work will appear in the edited collection *Sentiment and the Anti-Sentimental in 20th and 21st Century America* (McFarland Press, 2014) as well as in the Newberry Library’s *Making Modernism Digital Archive* (to be launched fall 2013). This forthcoming work represents new research toward a second book project, tentatively titled “The Residue of Romance and the Rise Modernism.” Dr. Cadle’s research has been supported by several grants and fellowships such as the College of Arts and Sciences Summer Faculty Development Award, a Wolfsonian Museum Infusion Grant that was funded by the Mellon Foundation, and an NEH Fellowship to attend the summer institute “Making Modernism” at the Newberry Library in Chicago. Dr. Cadle is currently under consideration for an NEH Award for Faculty at Hispanic-Serving Institutions. He is an active member of several professional organizations, including the Modern Language Association and the American Studies Association.

Attachment 3

Debra Dean
Department of English

Debra Dean received her MFA in Creative Writing from the University of Oregon, where she held the sole teaching fellow in Fiction. She went on to teach a range of courses at colleges and universities, from composition for ESL learners to a cross-disciplinary introduction to the arts to advanced fiction writing workshops. Prior to coming to FIU, she served as a visiting assistant professor at her alma mater, the University of Oregon, and then at the University of Miami. Ms. Dean is the author of three critically acclaimed books that have been published in twenty-two languages. *The Mirrored World* (Harper, 2012), researched and written while at FIU, is a fictional account of Russian St. Xenia, set against the artifice and extravagance of the royal court in eighteenth-century St. Petersburg. Her collection of short stories, *Confessions of a Falling Woman* (HarperPerennial, 2008), won the Paterson Fiction Prize and a Florida Book Award. *The Madonnas of Leningrad* (William Morrow, 2006), her bestselling debut novel, received numerous accolades including being named a New York Times Editors' Choice and an American Library Association Notable Book of the Year. Her short fiction has appeared in literary journals such as *Mid-American Review*, *IMAGE*, and *Calyx*. Professor Dean's current book length project is a biography of the Belgian artist Jan Yoors (1922-1977) and his two wives, Marianne and Annabert Yoors. At FIU, Ms. Dean has developed and taught undergraduate and graduate courses in fiction writing, including graduate form and theory classes in point of view and narrative distance, and researching and writing historical fiction. She has directed two MFA theses through successful defenses and is presently directing five others.

Attachment 3

Jason H. Pearl Department of English

Jason H. Pearl earned his B.A. at the University of Vermont and his Ph.D. at Boston University. He came to FIU after holding previous positions at the University of Puerto Rico at Mayagüez, Wheaton College (Norton, MA), and Wheelock College. Dr. Pearl specializes in British literature of the “long” eighteenth century, roughly 1660-1830. Pearl researches and writes about the history of the novel, the history of science, utopian thought and literature, travel writing and geography, aesthetics and genre theory, and print culture, among other topics. He teaches a wide variety of courses, covering prose, poetry, and drama.

Since arriving at FIU, Dr. Pearl has maintained an ambitious research agenda. Most significantly, he has developed his doctoral dissertation into a book, entitled “Utopian Geographies and the Early English Novel.” This book explores the relationship between the novel, early modern utopias, and the history of geography. It is under contract with the University of Virginia Press, a publisher well regarded by specialists of the eighteenth century. In addition to the book manuscript, Professor Pearl has written articles in the peer-reviewed journals *Studies in the Novel and Eighteenth-Century Life*. He has also published a chapter in the book collection *True and Exact Accounts: Travel, Science, and Literary Discourse* (Ashgate, 2012). He has written a book review in *Eighteenth-Century Fiction* (2011) and a forthcoming review essay for *Eighteenth-Century Life*. In 2012, Professor Pearl received a fellowship from the American Philosophical Society to conduct research at the Beinecke Library at Yale University. In 2010, he won a Summer Faculty Development Award from FIU, which he used to study at the Houghton Library at Harvard. Earlier, he won a Mellon Fellowship (for a seminar at the Huntington Library), an Ault Fellowship (from BU), the Rallis Memorial Award (from BU), a Graduate Research Abroad Fellowship (from BU for research at the British Library), a Corse Fellowship (given by UVM to an English major pursuing graduate study), and a Buckham Scholarship (at UVM). Professor Pearl is now finishing an article on the conventions of literary setting in eighteenth-century novels, an earlier version of which he presented at a conference in 2013. Dr. Pearl regularly teaches graduate seminars on the history and theory of the novel and currently serves on three M.A. thesis committees and one Ph.D. dissertation committee in History. He has served as a referee for two academic journals and as a reviewer of applications for the National Endowment for the Humanities.

Attachment 3

Florence George
Department of Math and Statistics

Florence George received her B.S. in Mathematics and M.S. in Statistics degrees from Mahatma Gandhi University, M. Phil. Statistics degree from Cochin University of Science & Technology and Post Graduate Diploma in Computer Science & Applications from University of Kerala, all in India. She completed her Ph.D. in Statistics at University of South Florida, Tampa. Her scholarship and research centers on Applied Statistics, Distribution Theory and Biostatistics. She started her career as a Research Associate at the Central Plantation Crops Research Institute (CPCRI), Government of India. After having worked for two years at CPCRI, She joined Marian College, one of the pioneering institutions under Mahatma Gandhi University, as a Lecturer in Statistics. During her graduate studies at USF, she worked as a volunteer Statistician at the Department of Interdisciplinary Oncology at Moffitt Cancer Research Centre.

Since joining FIU, Dr. George has published 11 articles in peer reviewed journals, 4 in proceedings, one book chapter in press and has 4 papers submitted for possible publication. She has presented her work in various national and international conferences. She has some ongoing interdisciplinary research which resulted in a recent publication in Acta Biomater and two submissions for NIH grants. She is an active Quantifying Biology in the Classroom faculty and has offered a Statistical Modeling Workshop every summer, since 2010. She is an active member of the American Statistical Association and has served as Secretary (2011) and Treasurer (2012) of South Florida Chapter of ASA. She has served in 11 different Master's thesis committees and one Ph.D. dissertation committee at FIU. She was actively involved in the development of a new course 'High Dimensional Data Analysis'. Florence is very proficient in many programming languages, databases and editors like R, SPlus, SAS, SPSS, Oracle, Mat Lab, Latex and MS office, with proven record of certifications in SAS and Oracle.

Attachment 3

Renée M. Silverman

Department of Modern Languages

Renée M. Silverman received her B.A. from Brown University and her M.A. from the University of Michigan, both degrees in Comparative Literature. She completed her Ph.D. in Comparative Literature from the University of Michigan. Her doctoral dissertation focused on the representation of perception in modern and avant-garde Spanish poetry during the period 1914-1925. Her career has always had an international bent: in addition to her major language of Spanish, she has studied Russian and French, as well as basic Catalan. She has studied abroad extensively in Spain, where she was the recipient of a year-long Fulbright Grant as a doctoral student; FIU awarded her a Summer Faculty Research Development Grant in 2010 to return to Madrid and finish work on her first book. Dr. Silverman has also carried out short-term research projects in Russia and France, and language study in St. Petersburg, Russia under the auspices of a Foreign Language and Area Studies Fellowship, Graduate Research Fellowship, and Rackham Humanities Dissertation (Research) Fellowship from the University of Michigan.

Dr. Silverman's research centers on four major areas: Modern and Avant-Garde Spanish poetry; Avant- Garde and Modernist Studies; Lyric in Spain's Generations of 1925 and 1927; and Mediterranean Studies/Comparative Literature. She is the author of the book *Mapping the Landscape, Remapping the Text: Spanish Poetry from Antonio Machado's Campos de Castilla to the First Avant-Garde (1909-1925)*, was published by University of North Carolina at Chapel Hill Press (Studies in the Romance Languages and Literatures Series) in Spring 2014. In the book, Dr. Silverman explores the mapping of national and regional identity, and cultural memory in Antonio Machado's poetry volume *Campos de Castilla (Castilian Countrysides; 1912, 1917)*, before turning to the disruption of this mapping by the avant-garde movements *Ultraísmo* (1918-1925) and *Creacionismo* (1910s-1930s). The Northeast Modern Languages Association awarded *Mapping the Landscape, Remapping the Text* an Honorable Mention in its annual Book Award competition (2012), which recognizes the best unpublished first book manuscript. With respect to her work on the confluence between the avant-garde and popular culture, Dr. Silverman edited and introduced *The Popular Avant-Garde* (Editions Rodopi, 2010), a volume which deals with the relationships among the vanguard, and popular culture and art forms. In a similar vein, her essay on artist Sonia Delaunay-Terk, poet Blaise Cendrars, and the avant-garde movement *Simultaneisme* for the volume *Der Aufbruch in die Moderne. Herwarth Walden und die europäische Avantgarde* considers the way in which materiality—defined primarily in terms of the materials and techniques involved the creation of art objects and books—can be at once rooted in popular tradition and an integral part of avant-garde practices. Initial research for Dr. Silverman's article was supported by a 2009 Fellowship at the Wolfsonian-FIU Museum. She has been active in the profession outside of FIU, serving on the Editorial Committee of the *International Yearbook of Futurism Studies* and the *South Atlantic Review* Prize Committee as of 2013, and as President/Panel Organizer of the Spanish Peninsular II section of the South Atlantic Modern Languages Association. She has peer-reviewed scholarly articles for the *Hispanic Review* and *The Journal of the Society for the Study of the Multi-Ethnic Literature of the United States (MELUS)*

Attachment 3

Jin (Julie) Zeng

Department of Politics and International Relations

Jin (Julie) Zeng received her B.A. (double major in English and Trade and Economics) from Fuzhou University, Fujian province, P.R. China, her Master of Arts in Political Science from the University of Mississippi, and her Ph.D. in Political Science from Johns Hopkins University. Dr. Zeng joined the Department of International Relations and Geography (now Politics and International Relations) at FIU in August 2007. Dr. Zeng's primary research interests are the political economy of development, state-society relations, and the politics of economic reform, with a focus on China. She is currently working on two research projects. First, she is interested in examining how state capitalism has been practiced in today's world, with a focus on China and Brazil. Second, she explores how China's health sector reform in the 2000s redressed the balance between market rule and state intervention in the provision of affordable health care, and how the choices and interactions of the principal actors in the "reform story" shaped policy changes on the ground.

Dr. Zeng is the author of the forthcoming book *State-Led Privatization in China—The Politics of Economic Reform* (Routledge, September 2013). In that book, Zeng examines the initiation, implementation, and dynamics of privatization in China. Zeng has also published articles in scholarly journals such as *Asian Perspective* and *Journal of Chinese Political Science*. She recently submitted a paper with an FIU graduate student as a secondary author on the likelihood of China falling into the "middle-income trap" to *Third World Quarterly* for consideration. In addition, she has contributed chapters to two peer-reviewed edited volumes. She has been serving as elected board member and newsletter editor of the Association of Chinese Political Studies (ACPS) since 2008.

Attachment 3

Jesse S. Michel Department of Psychology

Jesse S. Michel received his Bachelor's degree in Psychology and Sociology from the University of Minnesota, his Master's and Ph.D. degrees in Industrial and Organizational Psychology, with a minor in Quantitative Methods, from Wayne State University. He also held a one year Post-Doctoral Research Associate and Visiting Assistant Professor position from 2007- 2008 at Michigan State University within the School of Human Resources and Labor Relations. Dr. Michel's primary research interests revolve around the dynamics between work and non-work domains, the role of personality and individual differences in the workplace, and psychological and contextual processes underlying organizational deviance and workplace aggression. Additionally, his quantitative work is characterized by strong research designs (e.g., longitudinal and multi-source) and statistical analyses (e.g., meta-analytic structural equation modeling).

Dr. Michel has published sixteen peer-reviewed journal articles, five book chapters, and presented thirty-five papers at national conferences on these topics. His work has appeared in premier Industrial and Organizational Psychology journals such as *Journal of Organizational Behavior* (Impact Factor = 3.626) and *Journal of Vocational Behavior* (Impact Factor = 2.360). Dr. Michel has served or is serving as chair or committee member on eleven Master's thesis committees and eight Ph.D. dissertation committees. He serves as a grant reviewer for the Social Sciences and Humanities Research Council of Canada, a member of the Rosabeth Moss Kanter Award for Excellence in Work-Family Research committee, consulting editor for the *Journal of Psychology: Interdisciplinary and Applied*, and reviews ad hoc for approximately 20 journals (e.g., *Journal of Occupational and Organizational Psychology*, *Journal of Occupational Health Psychology*, *Organizational Psychology*, *Work & Stress*, and *Stress & Health*). Additionally, he reviews annually for the Academy of Management and Society for Industrial and Organizational Psychology conferences.

Attachment 3

Dionne Stephens
Department of Psychology

Dionne Stephens received her B.A. in Individualized Studies at York University, Canada, M.A. in American Studies from the University of Buffalo, and Ph.D. in Child and Family Development from the University of Georgia-Athens. In 2003, she became the Director of Research Programs and Services for the Centers for Disease Control funded grant REACH 2010 housed in the FIU School of Public Health. This project examined HIV/AIDS issues in Haitian, African American and Hispanic communities. She continued engaging in research activities at FIU as a visiting assistant professor (2004-2005), and the Department of Psychology Associate Chairperson (2005-2008), a non - tenure earning position. Dionne Stephens' career as an Assistant Professor at FIU began in 2008 with a joint appointment in the Department of Psychology's Developmental Psychology (50%) and the Africa and African Diaspora Studies (AADS; 50%) program. When AADS shifted its focus to more humanistic social sciences, her assignment was moved 100% into Psychology.

Dr. Stephens' innovative work incorporates mixed methodologies to examine racial/ethnic minority populations' identity development and scripting processes, and the influence of these processes on sexual health disparity outcomes, including intimate partner violence (IPV), human papillomavirus (HPV), and sexual risk taking beliefs. Dr. Stephens' many research collaborations, both within the university and with other institutions across the United States, have resulted in 28 peer-reviewed or edited publications; four of these were later requested for reprint as book chapters in edited research volumes. She and her students have received numerous awards for their research. She continues to develop novel lines of research and pursue sources of financial support for her studies through external funding applications (e.g. American Psychological Association, National Institutes of Health, National Institute of Justice). Her research has been featured in the Washington Post, National Public Radio, Univision, Miami Herald and FIU's Worlds Ahead campaign. She has been invited to speak at post-secondary institutions across the country (e.g. University of Houston, University of Miami, York University), and serve as an area expert for national funding agencies (e.g. American Association of University Women).

Attachment 3

Shaoming Cheng Department of Public Administration

Shaoming Cheng received his Ph.D. degree from the School of Public Policy, George Mason University. Before he joined FIU, he was a Research Assistant Professor at the Regional Research Institute, West Virginia University. His research interests center on entrepreneurship and small business development policy, and regional economic health, performance, and development. His works have received several research awards, including the 2005 Charles M. Tiebout Prize from the Western Regional Science Association, the 2006 William H. Miernyk Research Excellence Medal for best paper presented at Southern Regional Science meeting, and 2006-07 Best Dissertation in Asia from the Association for Public Policy Analysis and Management.

Dr. Cheng's research has been funded by several foundations and federal agencies. He received funding from the 2010-11 Kauffman Professor Program of FIU's Eugenio Pino & Family Global Entrepreneurship Center to study the determinants of business start-up survival and performance. In 2008, the U.S. Department of Agriculture funded his study on evaluation biases against rural incubators; the project demonstrated the importance of business incubation for entrepreneurship fostering and rural economic development. In 2011, the Economic Development Administration funded his research on performance measurement and asset mapping of regional innovation systems. Lastly, he is a part of the National Science Foundation project funded study team on drivers of speedy and high quality recovery following the 2005 Hurricane Katrina, the 1993 Mid-West Floods, and the 1996 Southern Plains Drought.

Attachment 3

Nazife E. Ganapati
Department of Public Administration

Nazife E. Ganapati holds a Master's degree in planning from the University of Pennsylvania and a Ph.D. degree in planning from the School of Policy, Planning and Development, University of Southern California in Los Angeles. Prior to joining FIU, she taught at the University of Miami and the University of Southern California. At FIU, Dr. Ganapati teaches courses on empirical methods, emergency management, policy analysis and public participation. Focusing on disaster recovery at the community level, a topic that has received very little attention in the public administration discipline, Dr. Ganapati's research deals with issues of vulnerability and resilience (especially emergence and consequences of social capital) and public participation.

Dr. Ganapati is the author of 18 publications (13 journal articles and 5 book chapters). Her publications have appeared or been accepted in top journals, including *the Public Administration Review*, *Journal of the American Planning Association*, *Administration and Society*, *Disasters*, *Natural Hazards Review*, *Natural Hazards*, *the International Journal of Mass Emergencies and Disasters*, *the International Journal of Emergency Services*, and *Cooperation and Conflict*. Dr. Ganapati also has a contract with Edward Elgar Publishing Limited to publish a book on measuring disaster recovery, the first book to be published on this important topic. Dr. Ganapati has served as the Principal Investigator (PI) of several projects (total award amount: \$731,718). She received funding from the National Science Foundation (NSF) for the following projects: (1) The Resilient Rural America: Drivers of Speedy and High Quality Recovery Following a Disaster; (2) Re-Housing Urban Haiti after the Earthquake: The Role of Social Capital; and, (3) A Graduate Research Fellowship Program grant for an incoming Ph.D. student. She also received funding from the National Institutes of Health (NIH) for a project entitled Emotional Labor after the Haitian Earthquake: Haitian and International Disaster Relief and Early Recovery Workers in the Rubble. Due to her achievements in research and scholarship, Dr. Ganapati received one of the 2012 university-wide Top Scholar Awards at FIU. Prior to this award, she received two awards for her doctoral dissertation: the 2006 Gill-Chin Lim Award for the Best Dissertation on International Planning (given by the Association of Collegiate Schools of Planning) and the 2006 Jack Dyckman Award for Outstanding Doctoral Dissertation in Planning given by her alma mater, University of Southern California. She was given a community award from the 10th Year Golcuk Earthquake Commemoration Committee due to her contributions to the recovery of Golcuk, the epicenter of the deadly 1999 earthquake in Turkey.

Attachment 3

Milena I. Neshkova

Department of Public Administration

Milena I. Neshkova holds a MPA from Indiana University and MA in Journalism from Sofia University. She earned her Ph.D. from the School of Public and Environmental Affairs (SPEA) Indiana University in 2008. Her research interests focus on the issues of bureaucracy and democracy, and how to achieve a more responsive, fair, and accountable public administration. Dr. Neshkova's dissertation dealt with the process of inclusion of local interests in supranational regulation, drawing on the example of the European Union as the most sophisticated system of supranational governance. Her more recent work examines how citizens' participation in administration impacts efficiency and effectiveness of public service delivery.

Dr. Neshkova is a recipient of competitive grants from the National Science Foundation (NSF), Kauffman Foundation, European Union Centers of Excellence at Indiana University and University of Miami/Florida International University. She is currently the Principal Investigator on an NSF-funded project assessing the level of professionalization of bureaucracy in the nascent democracies of Eastern Europe. Her work has appeared in *Public Administration Review*, *Journal of Public Administration Research and Theory*, *Policy Studies Journal*, *American Review of Public Administration*, *Journal of European Public Policy*, among other journals. Dr. Neshkova has presented her research at the major conferences in the field, domestic and international, hosted by the American Society for Public Administration, Public Management Research Association, Association for Public Policy Analysis and Management, European Group for Public Administration, International Research Society for Public Management, and Network of Institutes and Schools of Public Administration in Central and Eastern Europe. She frequently serves as a conference discussant and ad-hoc reviewer for the leading journals in the field. Dr. Neshkova's instructional expertise has been recognized with the Dean's Award for Excellence in Teaching.

Attachment 3

Whitney A. Bauman Department of Religious Studies

Whitney A. Bauman obtained a Master's in Theological Studies from Vanderbilt Divinity School and a Ph.D. degree at the Graduate Theological Union in Berkeley, CA, with two advisors that were pioneers in the field of eco-feminism: Rosemary Radford Ruether and Carolyn Merchant. The third advisor, Marion Grau, was steeped in post-colonial and post-modern thought. All three of these influences led to his dissertation and first book, *Theology, Creation and Environmental Ethics: From Creatio ex Nihilo to Terra Nullius* (Routledge 2009). This dissertation won the Charlie Townes Student Fellowship from the Center for Theology and the Natural Sciences, and the revised book won the Templeton Prize for Theological Promise (one of the top awards for emerging scholars in science and religion). Upon receipt of his PhD, Dr. Bauman completed a one-year post-doc with the Forum on Religion and Ecology at Yale Divinity School. This post-doc allowed him to work closely with Mary Evelyn Tucker and John Grim, two pioneers in the field of Religion and Ecology. In addition, he became a Steering Committee Member of the Religion and Ecology Group at the American Academy of Religion, and eventually became co-chair of that group. He was also asked to be a founding Board of Advisors Member for the International Society for the Study of Religion, Nature, and Culture, started by Bron Taylor, another prominent figure in the field of religion and nature. Through his work in these three organizations—which are the three major US-based organizations in Religion and Nature—Dr. Bauman has become familiar with the international players and issues in the field of Religion and Ecology.

Since Dr. Bauman joined FIU in 2008, he has continued to publish, teach, and deliver academic papers in national and international settings. He has taught in Indonesia many times, where he spent the Fall of 2013 as a Fulbright Scholar. He has also lectured and traveled in India, the Philippines, Malaysia, South Africa, and Germany during his time at FIU. All of this travel and research has influenced his second, single-authored forthcoming monograph with Columbia University Press, *Religion and Ecology: Developing a Planetary Ethic*. In this book Dr. Bauman develops a planetary ethic that moves beyond identity politics and collapses the boundaries separating male from female, biology from machine, human from more than human, and religion from science, and encourages readers to embrace hybridity and the inherent fluctuations of an open, evolving global community.

Attachment 3

Wen-Hsiu Chou
Department of Finance

Wen-Hsiu (Julia) Chou received her M.B.A. degree from Boston University in 2004 and Ph.D. degree in Business Administration from the University of Wisconsin-Milwaukee in 2008. She graduated from the National Central University in Taiwan with a B.B.A. degree in Finance and a minor in Accounting. Prior to her study at Boston University, Dr. Chou worked as an auditor for Deloitte & Touche in Taiwan. Dr. Chou specializes in Corporate Finance and her research interests focus on the behaviors and impacts of institutional investors in domestic and international markets. She also has engaged in the areas of international finance and real estate.

Since Dr. Chou joined FIU in the fall of 2008, she has had nine published journal articles and currently has two papers under review. Four articles appeared in “premier” journals (*Journal of Corporate Finance*, *Financial Review*, and, *Journal of Real Estate Finance and Economics*) and four articles were in journals rated “high quality” by the College of Business. One paper received the Best Paper Award at the 2009 Asian Finance Association Annual Meeting and one was in the Top Ten sessions at the FMA 2011. Three papers were on the Top Ten download list of the Social Science Research Network (SSRN) in corporate governance, economic and financial issues, emerging markets economics: firm behavior & microeconomic issues, international corporate finance, institutions & financing practices, international accounting, and real estate areas. In 2012 she also received a CIBER faculty research award. Dr. Chou has served as a referee for *Financial Review*, *Journal of Real Estate Finance and Economics*, *International Journal of Banking and Finance*, and *Journal of Real Estate Practice and Education*. She also actively participated in the Financial Management Association, Eastern Finance Association, Southern Finance Association, Midwest Finance Association, American Accounting Association, and Global Finance Association.

Attachment 3

Laura H. Dinehart

Department of Teaching and Learning

Laura H. Dinehart earned a Ph.D. in Applied Developmental Psychology from the University of Miami. There she worked with the Linda Rat Intervention Project, focused on providing early intervention services for young children prenatally exposed to cocaine. Overall, Dr. Dinehart's agenda highlights her interest in the extent to which both within-child variables (early knowledge and skills) and the contextual environment (quality of the early care and education environment) can enhance the development and long-term academic success of high-risk populations.

During her time as an assistant professor at FIU, Dr. Dinehart's work has focused on developmental and early academic outcomes of young children within the context of early care and education environment. These efforts have resulted in the publication of 8 peer-reviewed papers, including two with graduate students as co-authors. In addition, Dr. Dinehart has been an author or co-author on 22 peer-reviewed conference proceedings from national meetings. Dr. Dinehart has also been the Principal Investigator (PI) or Co-Principal Investigator on over \$600,000 of externally funded grants. These external grants supported numerous doctoral students as well as undergraduate research assistants. FIU's media office released her work on fine motor skill and its effect on later academic achievement to the press in January of 2012. Since its release, over 3.3 million TV viewers have become familiar with Dr. Dinehart and her work at FIU. Her fine motor research was also featured as a front page story of the Sun-Sentinel, a special section on education in the Miami Herald, and on several online outlets including, State Impact/NPR, CNN's Schools of Thought and Education Week. Dr. Dinehart's findings have become a critical part of the discussion on how we educate young children as they acquire conventional reading and writing skills. Finally, Dr. Dinehart has been serving as a reviewer for numerous journals in the field of early education and development.

Attachment 3

Ming Zhao

School of Computer and Information Sciences

Ming Zhao received his B.E. and M.E. in Automation from Tsinghua University, and his Ph.D. in Electrical and Computer Engineering from the University of Florida. At FIU, he directs the research laboratory for Virtualized Infrastructures, Systems, and Applications (VISA) which currently includes eight graduate students and eight undergraduates. Dr. Zhao's research interests include virtualization, cloud computing, high-performance systems, and autonomic computing. His research efforts are targeted to generate both fundamental scientific values and practical societal impacts.

Dr. Zhao has published over 45 peer-reviewed articles on premiere computer systems conferences and journals, which have been cited more than 800 times. His research has been funded by federal agencies including National Science Foundation, Department of Homeland Security, and Department of Defense. He has acquired more than \$1.6M external research funding as the PI and serves as a Co-PI on projects of more than \$1.8M of external funding. Dr. Zhao has also established a strong collaborative relationship with federal laboratories (e.g., Sandia National Labs, Los Alamos National Lab, and Air Force Research Lab) and leading industry companies (e.g., VMware, Marvell Semiconductor, Fusion-io) to solve problems that are critical to these agencies and companies. Dr. Zhao has received the National Science Foundation CAREER award, the Air Force Summer Faculty Fellowship, the FIU SCIS Excellence in Student Mentoring award, and the Best Paper award of the IEEE International Conference on Autonomic Computing. Dr. Zhao has been an active contributor to his research community. He has served on the technical program committees of 28 premiere conferences including ICAC, HPDC, HPCC, BigData, CCGrid and he was the program committee co-chair of 2013 USENIX International Workshop on Feedback Computing. He has also been involved in the Organizing Committee of 22 conferences as Publicity Chair, Demo Chair, Doctoral Symposium Chair, and Local Chair etc. At FIU, Dr. Zhao chaired a successful Computer Science Colloquium for the 2011-2012 academic year, where hosted a total of 53 speakers including 3 members of National Academy of Science/Engineering. In addition, he has been on 22 Ph.D. dissertation and candidacy exam committees.

Attachment 3

Stavros Georgakopoulos

Department of Electrical and Computer Engineering

Stavros Georgakopoulos received his Diploma in Electrical and Computer Engineering (5-year degree) from the University of Patras, Greece; and his M.S. and Ph.D. degrees in Electrical Engineering from Arizona State University (ASU). While he was pursuing his graduate degrees he worked as a Graduate Research Assistant at the Telecommunications Research Center (TRC) and he was involved in numerous research programs such as the Advanced Helicopter Electromagnetics (AHE) Program. His research at ASU focused in the areas of antennas, RF design, microwaves, computational and applied electromagnetics, EMI/EMC analysis, and scattering. From 2001-2007 he held a Principal Engineer position at the Research and Development Department of SV Microwave, which is part of Amphenol Corporation, one of the largest manufacturers of interconnect and telecommunications products in the world. As a Principal Engineer at SV Microwave, he led several teams of senior and junior engineers through successful completion of large scale research projects and designs. His current research interests relate to wireless powering of portable, wearable and implantable electromagnetic devices, applied and computational electromagnetics, RFID systems, antenna arrays as well as novel reconfigurable, tunable, broadband, and miniaturized antennas.

Dr. Georgakopoulos has published 15 publications in peer-reviewed journals, 54 papers in conferences and has filed three utility patents and one provisional patent. Most of his peer reviewed publications appear at the top journals of his research field, Institute of Electrical and Electronics Engineering (IEEE) Transactions, and have been regularly cited by other research groups. His papers have been cited 330 times according to Google Scholar and 134 times according to Web of Knowledge. While at FIU, he has received two Department of Defense grants; one from the Army Research Office and one from the Air Force Office of Scientific Research. He also has received two National Science Foundation grants. In addition, he received an Innovation Generation Grant from the Motorola Foundation through which he engaged South Florida Elementary students in STEM fields. He has also established a partnership with ANSYS, Inc., and a working relationship with the Defense Logistics Agency (DLA) that has currently led to an FIU-wide effort to finalize a multilateral agreement between FIU and DLA. He is an active member of the IEEE Antennas and Propagation Society, the IEEE Microwave Theory and Techniques Society, the IEEE Communications Society, the IEEE Electromagnetic Compatibility Society, the IEEE Engineering in Medicine and Biology Society, and the Applied Computational Electromagnetics Society. In addition, Dr. Georgakopoulos serves as a reviewer for many scientific journals. Dr. Georgakopoulos became a Senior IEEE member in 2011. Finally, he currently serves as the Associate Editor for IEEE Transactions on Antennas and Propagation.

Attachment 3

Nezih Pala

Department of Electrical and Computer Engineering

Nezih Pala received his B.S. in Physics from Middle East Technical University, Ankara, Turkey, and his M.S. and Ph.D. degrees in Electrical Engineering from the Electrical, Computer and Systems Engineering Department of Renssalaer Polytechnic Institute, Troy, NY. Prior to joining FIU in August 2008, he was a senior research scientist at Sensor Electronic Technology Inc., a leading research company in nitride-based semiconductor devices, and also a visiting research scholar at Renssalaer Polytechnic Institute. His research interests and expertise include nano-scale materials and devices, semiconductor devices for electronic and photonic applications, terahertz devices for imaging and sensing applications, renewable energy technologies and free space optical communication techniques.

Dr. Pala's research has been well supported by external funding sources. He received a prestigious NSF CAREER award, the first in the history of the Electrical and Computer Engineering Department, in 2010. He also received support from the Department of Defense, Qatar National Research Fund and Florida Power and Lighting totaling \$2.2 million of which \$1.2 million is awarded to FIU. In addition to external grants, Dr. Pala received \$734k internal funding under the FIU Faculty Research Support Program and Tech Fee programs. Dr. Pala co-authored three book chapters, forty one journal papers and over fifty conference presentations. His paper titled "Plasmonic terahertz detectors for biodetection" was selected as the paper of the month in the November 2008 issue of the Electronics Letters journal. He is currently advising five PhD students two of which passed the dissertation proposal defense and two MS students. Dr. Pala has been serving on conference organizing committees, as an associate editor of Nanoscience and Nanotechnology Letters and as frequent reviewer of numerous journals, conferences, NSF and NASA review panels.

Attachment 3

Manuel A. Gómez College of Law

Manuel A. Gómez earned his J.S.D. and J.S.M. from Stanford University and a J.D. degree from Universidad Católica Andres Bello with a concentration in Civil Procedure. Prior to joining FIU, Professor Gómez was a lecturer and a Teaching Fellow at Stanford Law School where he had academic responsibilities for the Stanford Program in International Legal Studies. Professor Gómez's research and academic writing focuses on dispute resolution and governance, legal and institutional reform in Latin America, the legal profession, and legal education. Professor Gómez studies the use of different dispute resolution mechanisms and fora in an array of contexts, ranging from transnational litigation and international arbitration, to domestic litigation and other non-institutionalized mechanisms. He is also an expert on institutional and legal reform in Latin America, and is also interested in the globalization of lawyers, the role of Judges, and innovations in legal education.

Professor Gómez is a renowned speaker who, in the last three years alone, has presented his work or participated in at least sixty-two conferences, workshops or seminars, most of them by invitation. Professor Gómez's research has earned important awards such as the Law and Society Association's Dissertation Prize, the Richard S. Goldsmith Award in Dispute Resolution at Stanford University, and the prize awarded by the Venezuelan Studies Section of the Latin American Studies Association. At FIU, Professor Gómez received the Inaugural Bhagwan Mahavir Junior Faculty Summer Fellowship in 2011, and a CIBER Faculty Research Award in 2013. Professor Gómez has also been appointed as a Research Fellow at the Universidad Metropolitana Law School, and Faculty Fellow at FIU CIBER. His recent book *Law in Many Societies* (co-edited with Lawrence Friedman and Rogelio Pérez-Perdomo) published by Stanford University Press has received important accolades in the academy. Professor Gómez's academic articles have appeared in leading academic journals such as the *Missouri Dispute Resolution Journal*, the *Stanford Journal of Complex Litigation*, the *University of Miami Inter-American Law Review*, the *ILSA Journal of International and Comparative Law*, the *Georgia Journal of International and Comparative Law* and the *Revista del Instituto Mexicano de Derecho Comparado*, among others. Professor Gómez is also the co-editor of two upcoming books to be published by the Universidad Metropolitana Press in Spanish, a testament of his scholarly impact beyond the United States. Professor Gómez has been the main drafter of at least three major funding proposals submitted to Higher Education for Development-USAID in conjunction with FIU's Center for the Administration of Justice, for a combined amount in excess of two million dollars.

Attachment 3

Eloisa C. Rodriguez-Dod College of Law

Eloisa C. Rodriguez-Dod holds a B.A. in International Marketing and Finance and a J.D. from the University of Miami, as well as an M.B.A. from Florida International University. She previously had been teaching at the College of Law since 2006, as a Visiting Professor and an Adjunct Professor. Prior to joining FIU, she was a Professor of Law at Nova Southeastern University Law Center. She also served as the Academic Director of its NSU-University of Barcelona dual-degree program. In 2008, she was selected "Professor of the Year." Before joining academia, Professor Rodriguez-Dod practiced law at White & Case. At the University of Miami Law School she was elected Special Features and Reports Editor of the Inter-American Law Review and was inducted into Order of the Coif.

Professor Rodriguez-Dod's scholarship focuses on the necessary balancing of autonomy versus societal goals. Her work includes five books or monographs, two book chapters, and nine articles. She has been cited, quoted, and excerpted in texts, scholarly books, articles, academic blogs, and leading treatises. In 2013, Professor Rodriguez-Dod was nominated chair-elect of the American Association of Law Schools Minority Section Committee. She also has been active in civic work, representing both La Liga Contra el Cancer and the Lawton Foundation.

Attachment 3

Timothy F. Page Department of Health Policy and Management

Timothy F. Page received his Bachelor's Degree in Economics from Stonehill College, his Master's Degree in Economics from the University of New Hampshire in 2005, and his Ph.D. in Economics from the University of New Hampshire with specializations in health economics and public policy. Dr. Page was selected as a 2013 Faculty Fellow to attend the Pardee RAND Graduate School Summer Faculty Workshop in Policy Analysis. Dr. Page's research involves bringing the tools of economic evaluation into new areas of public health and policy research. Translational research and implementation science are currently areas of great interest to the research community, and economic evaluations of costs and outcomes are integral to the process of translating public health and policy research into widespread implementation to improve population health.

Since joining the FIU faculty in Fall of 2008, Dr. Page has published 16 journal articles and one book chapter, with two additional first-authored articles in the revise-and-resubmit stage. Dr. Page was the lead author on 10 of these publications, some of them appearing in prestigious journals such as the Journal of Acquired Immune Deficiency Syndrome and American Journal of Transplantation. Dr. Page has received funding to evaluate the implementation of healthy aging programs in South Florida, to evaluate the impact of a chronic disease management program on elderly healthcare cost, and to evaluate the impact of an innovative care management model for patients in South Florida with diabetes. Dr. Page has applied for federal research funding to conduct economic evaluation in other areas, such as HIV/AIDS prevention and home-based care for elderly individuals receiving long term care health services. Dr. Page has collaborated on many other funded projects, manuscripts, and grant applications with researchers from many Colleges and Schools across FIU. Other ongoing projects include economic evaluations of interventions for children with asthma, healthy aging programs for elderly individuals with chronic diseases, models of care for children with special healthcare needs, treatment for children with ADHD, and primary care delivery to low income households in Miami-Dade County. Dr. Page has served as an ad-hoc reviewer for 14 academic journals and also served as a book reviewer for a leading economics text. Dr. Page has been actively engaged in research with community partners, including the Miami-Dade County Health Department, The Health Foundation of South Florida, and Health Choice Network, Inc.

Attachment 3

Frank R. Dillon
School of Social Work

Frank R. Dillon received his B.A. in psychology from Hofstra University, his M.A. in counseling psychology from Boston College, and his Ph.D. in counseling psychology from the University of Missouri - Columbia. In 2008, he joined the FIU Center for Research on U.S. Latino HIV/AIDS and Drug Abuse (CRUSADA) as Visiting Associate Professor and Scientific Director. In 2009, he became an Assistant Professor in the FIU School of Social Work while continuing his collaboration with CRUSADA. Dr. Dillon's program of research addresses health disparities and mental health issues affecting racial, ethnic, and sexual minority groups in the United States. His principal research themes are (1) elucidating cultural and social determinants of substance use disorders and HIV risk behaviors, (2) developing culturally relevant and valid psychosocial measures, and (3) promoting multicultural competent counseling practice and education.

Dr. Dillon has co-authored over 40 journal articles/book chapters concerning these themes. In 2010, he was awarded a two-year Loan Repayment Award from the National Institutes of Health (NIH) to conduct HIV and drug abuse health disparities research concerning Latinos. This award was renewed in 2012 in support of his continued collaboration with CRUSADA. Dr. Dillon is a co-investigator of an R01 grant from NIH, titled A Longitudinal Study of Substance Abuse and HIV Risk among Latina Mother-Daughter Dyads. Also in 2010, Dr. Dillon was recognized in a review of lesbian, gay, bisexual, and transgender (LGBT) research in counseling psychology as a leader in LGBT research. In July 2012, he became Principal Investigator of a community-based participatory research sub-project of an NIH-funded P20 Exploratory Center of Excellence, which is housed within CRUSADA. This 5-year study is titled Social Determinants Predicting Trajectories of HIV with Recent Latina Women Immigrants. In July 2012, he also began serving as a co-investigator of the Center's Research/Education Training Core in which he prepares FIU doctoral students to become the next generation of researchers of health disparities. Dr. Dillon is a member of the American Public Health Association, the Society for Social Work and Research, the National Hispanic Science Network, and the American Psychological Association (APA). Within APA, he is a member of Division 17 (Counseling Psychology) and Division 50 (Addictions) and serves as the elected membership chair of the section on LGBT issues and a member of sections concerning prevention; health psychology; ethnic and racial diversity; and the promotion of psychotherapy science. He also serves on the editorial boards of the Journal of Counseling Psychology and the Journal of Diversity in Higher Education.

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

June 12, 2014

Subject: New Program Proposal: Ph.D. in International Crime and Justice

Proposed Board Action:

Approve the Ph.D. in International Crime and Justice (CIP 43.0104) degree program.

Background Information:

The College of Arts and Sciences at Florida International University is proposing to offer a Ph.D. program in International Crime and Justice. The proposed Ph.D. program is the first in the country to specialize in international crime and justice and is designed to prepare graduates to assume leadership roles in public criminal justice agencies, academia and private sector criminal justice companies in the United States and around the world. Students of the program will gain the knowledge to apply advanced research methodologies to undertake studies related to crime, law, public policy, and to the administration of the criminal justice system.

Employment opportunities for individuals with degrees in criminal justice are steadily increasing. There are many employment opportunities for individuals wishing to remain in Florida after graduation. There are currently 108 accredited criminal justice programs in the State of Florida alone. The Miami-Dade County Association of Chiefs of Police, which is comprised of all law enforcement administrators on the local, state and federal level who work in Miami-Dade County, and the Public Defender of Miami-Dade County both strongly support the proposed Ph.D. program in International Crime and Justice.

FIU has one of the largest criminal justice departments in the state. If the proposed program is approved, FIU would become the first minority-classified institution to offer a Ph.D. in criminal justice. The proposed Ph.D. program will be available at FIU's Modesto A. Maidique Campus and online for students unable to attend onsite instruction.

The proposed Ph.D. program in International Crime and Justice Degree advances the educational mission of FIU and directly supports institutional goals and Florida's State University System Strategic Planning priorities and accountability measures.

Each university board of trustees shall approve new research and professional doctoral degree programs for submission to the Board of Governors for authorization, in accordance with the criteria outlined in section (3) of Board of Governors Regulation 8.011 – *Authorization of New Academic Degree Programs and Other Curricular Offerings*

Supporting Documentation: Executive Summary: Ph.D. in International Crime and Justice New Program Proposal

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New Program Proposal: PhD in International Crime and Justice (CIP: 43.01.04)

College of Arts and Sciences

Executive Summary

The proposed Ph.D. in International Crime and Justice at FIU seeks to prepare graduates to assume leadership roles in public criminal justice agencies, academia and private sector criminal justice companies in the United States and around the world. Its curriculum is sensitive to the importance of analytical skills, balanced with theoretically informed policy analysis, so that graduates of the program can more effectively address the challenges faced by criminal justice organizations in Florida, nationally, and internationally. Students of the program will gain the knowledge to apply advanced research methodologies to undertake studies related to crime, law, public policy, and to the administration of the criminal justice system.

The Florida Board of Governors has identified criminal justice and eight other disciplines in security and emergency services as key areas of programmatic strategic emphasis. The proposed program directly supports statewide professional and workforce needs by producing graduates who are qualified to fill positions of leadership within state criminal justice agencies. With its unique emphasis on international criminal justice, students will pursue research on international criminal justice, comparative criminal justice and criminology, transnational criminal justice, international human rights law, and transitional justice mechanisms. Currently there is no other criminal justice doctoral program in the United States with such a strong international focus.

A major advantage for the Department of Criminal Justice is that it is housed within the School of International and Public Affairs, which affords the faculty and students the opportunity to work with other related academic disciplines. This collaboration is important because criminal justice/criminology is an interdisciplinary field of study. The proposed Ph.D. program emphasizes departmental strengths in international and transnational crime, community policing and crime prevention, environmental criminology, international law, justice and policy issues, and juvenile delinquency. A common theme permeating through all of these areas of emphasis is the department's focus on the application of analytical methods in the study of crime, criminal justice, and criminology. The Criminal Justice faculty engage in local, regional, national, and international research projects. The proposed doctoral program will directly support building world-class academic programs and research capacity by engaging students in criminal justice research with nationally recognized scholars in the field.

The proposed doctoral program supports community needs and unique institutional responsibilities by offering the only onsite doctoral program in Criminal Justice in the populous South Florida region. Practitioners and students in the community wishing to earn a Ph.D. will now have the opportunity to attend classes on FIU's main campus. The program will also enhance relationships with community criminal justice agencies through research opportunities with the students and faculty members in the program. The program's students will include a mixture of practitioners and traditional students interested in assuming leadership roles in both public and private criminal justice organizations and in pursuing faculty positions at colleges and universities. Dr. Edward Latessa, Director of the School of Criminal Justice at the University of Cincinnati, former President of the Academy of Criminal Justice Sciences, and the external reviewer for the proposal, commented on the important uniqueness of the proposed program: "A program in International Crime and Justice would be the first of its kind and would set FIU apart from existing doctoral programs. There are no current doctoral programs with a specialization in International Crime and Justice, yet the number of applicants from foreign countries is increasing in most programs."

The genesis of the doctoral degree was in direct response to state, national and international law enforcement's need to confront the ongoing challenges engendered by the increasing sophistication of criminal elements throughout the world. Today, criminals are extremely sophisticated, especially organized criminal groups and terrorist organizations. Crimes encountered by law enforcement not only include those one would consider to be traditional types of illegal transgressions such as robbery, burglary, assault and drug trafficking, but also massive and organized criminal enterprises including genocide and war crimes, environmental crime, insurance fraud, money laundering, human smuggling, torture and other forms of human rights violations. Other crimes, such as insurance fraud have become a major problem and have resulted in skyrocketing costs of medical care.

Employment opportunities for individuals with criminal justice degrees are steadily rising. The U.S. Bureau of Labor Statistics projects a 15% increase in college faculty positions in criminal justice between 2008 and 2018. Since 2004, there has been an average of 150 criminal justice and criminology academic positions advertised in The Chronicle of Higher Education each year. While a small percentage of these advertisements seeks applicants with a master's degree for lecturer positions, the vast majority of these positions are for tenure-track faculty with a doctoral degree. Over this same time-period, only about 100 individuals with doctoral degrees were produced annually. In his report, Dr. Latessa provides additional information on the need for this degree: "data from the Association of Doctoral Programs in Criminology and Criminal Justice indicates that each year there are considerably more jobs than applicants, and there is no indication that the demand will abate in the foreseeable future." International criminal courts and non-government organizations are continuously looking for investigators, researchers, advisors, and analysts to help improve the international criminal justice system. While addressing multiple needs in the State of Florida, the proposed Ph.D. in International Crime and Justice will also produce candidates qualified to assume these roles within the international community.

| Implementation Timeframe | Projected Enrollment | |
|-----------------------------|-------------------------|------|
| | HC | FTE |
| Year 1 | 9 | 6.4 |
| Year 2 | 15 | 10.7 |
| Year 3 | 18 | 12.7 |
| Year 4 | 20 | 14.2 |
| Year 5 | 21 | 15.0 |

| Projected Program Costs | | | | |
|-------------------------|--------------|-------------------------------|--------------------|---------------|
| E&G Cost per FTE | E&G Funds | Contract & Grants Funds | Auxiliary Funds | Total Cost |
| \$34,233 | \$218,233 | \$0 | \$38,553 | \$256,786 |
| | | | | |
| | | | | |
| | | | | |
| \$32,076 | \$481,137 | \$0 | \$134,936 | \$616,073 |

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

June 12, 2014

Subject: Approval of Gift of Real Property and New Educational Site

Proposed Board Action:

Approve the National Tropical Botanical Garden (“NTBG”) Gift Agreement and Joint Operating Agreement; delegate to the University President the authority to finalize all exhibits and execute all documents related thereto; and approve the construction and establishment of the International Center for Tropical Botany (the “ICTB”) facility in Miami, Florida as a “special purpose center” of Florida International University.

Background Information:

The NTBG is a Congressionally-chartered non-profit 501(c)(3) charitable organization created by 36 U.S.C. § 153501 *et. seq.* The NTBG operates a botanical garden known as The Kampong located at 4013 Douglas Road in Coconut Grove, Miami, Florida 33133.

The NTBG desires to convey to FIU three lots located adjacent to The Kampong (the “Property”), for the purpose of constructing the ICTB Building consistent with the Joint Operating Agreement dated April 9, 2014 and FIU Academic Plan attached hereto. FIU will fund the construction of the facility through a generous \$5 million donation equally divided between and received from the Batchelor Foundation, Inc. and the William R. Kenan, Jr. Charitable Trust for the specific purpose of construction.

The mission of the ICTB is to study tropical plants and the resources they provide; to develop solutions that ensure the conservation and sustainable use of tropical plants in order to preserve tropical plant diversity for posterity; and to provide research-based knowledge and tools to preserve and sustainably use tropical plants; and to foster programs to educate future generations of tropical plant biologists. In addition, the collaboration with the NTBG will make available to students and faculty access to the garden of The Kampong as well as the other four NTBG gardens located in Hawaii for individual and joint research and teaching opportunities.

In accordance with Board of Governors Regulation 8.009(3)(d) and FIU Regulation FIU-116(3)(B)(2), consultation with the State University System Chancellor regarding the designation of the ICTB site as a Special Purpose Center took place on May 14, 2014.

Legal Authority:

BOG Regulation 1.001(7)(b) provides in pertinent part: “[e]ach board of trustees shall have the authority to acquire real and personal property and contract for the sale and disposal of same.”

Florida Statute 1013.74(2)(a) provides the University Board of Trustees with the authority to approve the following fixed capital outlay projects: “Construction of any new buildings, or remodeling of existing buildings, when funded from nonstate sources such as federal grant funds, private gifts, grants, or lease arrangements if such grants or gifts are given for the specific purpose of construction.”

BOG Regulation 8.009(1)(c) defines a “special purpose center” as “a unit of a university, apart from the main campus, that provides certain special, clearly defined programs or services, such as research or public service, and reflects a relatively permanent commitment by a university for the foreseeable future, not an occasional, time-limited, or transitory activity, in facilities which are university-owned, university-leased, or jointly used with another public institution.”

BOG Regulation 8.009(3)(d) and FIU Regulation FIU-116(3)(B)(2) each provide that “[e]stablishing, reclassifying, relocating, or closing an additional campus or special purpose center, including acquiring real property for such educational sites, shall be approved by the [Board of Trustees] and, subsequently, the Board of Governors.”

Supporting Documentation: Gift Agreement
 Joint Operating Agreement
 Due Diligence Review
 International Center for Tropical Botany Proposal

GIFT AGREEMENT

THIS GIFT AGREEMENT ("Gift Agreement" or "this Agreement") is entered into as of April 9, 2014, by and between National Tropical Botanical Garden ("NTBG"), The Florida International University Foundation, Inc. ("Foundation"), and The Florida International University Board of Trustees ("FIU" or "University") (collectively, "the Parties").

WHEREAS, NTBG is a public nonprofit corporation created by act of the United States Congress and a charitable organization operating under Section 501(c)(3) of the Internal Revenue Code ("Code"); and

WHEREAS, FIU is a public research university located in Miami-Dade County existing as a public body corporate of the State of Florida; and

WHEREAS, Foundation is a charitable, direct-support organization of FIU, operating under Section 501(c)3 of the Code for the benefit of FIU and its College of Arts & Sciences; and

WHEREAS, in accordance with that document entitled "Points of Understanding" dated April 9, 2013 ("POU") and the Joint Operating Agreement executed on April 9, 2014 ("JOA"), the Parties desire to establish an International Center for Tropical Botany ("ICTB") to be designated as an academic center of FIU under its College of Arts & Sciences, subject to FIU policies and procedures governing approval and operation of academic centers and Florida Board of Governors Regulation 8.009 governing the establishment of university educational sites; and

WHEREAS, the mission of the ICTB is to study tropical plants and the resources they provide; to develop solutions that ensure the conservation and sustainable use of tropical plants in order to preserve tropical plant diversity for posterity; and to provide research-based knowledge and tools to preserve and sustainably use tropical plants; and to foster programs to educate future generations of tropical plant biologists ("the ICTB Mission"); and

WHEREAS, NTBG desires to convey to the University that certain real property located adjacent to "The Kampong," the historic Fairchild/Sweeney house and garden owned by NTBG, and described more fully in Exhibit A hereto (the "Property") for the

construction and operation of the ICTB structures (collectively, the "Building") within Lot 1 & 2, where Lot 3 will be used as prescribed in Exhibit B hereto, of the Property in accordance with the JOA; and

WHEREAS, FIU and Foundation desire that the University accept the Property for the purposes set forth in this Gift Agreement and the JOA;

NOW THEREFORE, the Parties agree as follows:

1. Agreement to Convey and Accept the Property.
 - 1.1. Agreement to Convey and Contingencies. NTBG agrees to convey title to the Property by Special Warranty Deed (the "Deed") to University and University agrees to receive and accept title to the Property, subject to and contingent upon the satisfaction of each of the following conditions: (i) completion of due diligence for the Property as the University in its sole discretion shall determine to be appropriate, including such title examination as it deems appropriate to satisfy itself that title to the Property is acceptable; (ii) approval of all agreements related to the ICTB collaboration by the Board of Trustees of NTBG, the Board of Directors of the Foundation, and the Board of Trustees of FIU, as necessary; (iii) any approval that may be required by the Florida Board of Governors; and (iv) any other governmental or regulatory approvals that may be required (collectively the "Contingencies"). In the event that any of the Contingencies are not satisfied, this Gift Agreement and the POU shall be null and void and the Parties shall have no further obligations or liabilities hereunder.
 - 1.2. Agreement to Build and Operate ICTB. Foundation agrees that the University will design, construct, maintain and operate the Building on the Property in accordance with this Gift Agreement, the JOA, applicable law and use restrictions relating to the Property. University and Foundation agree that the Property shall be used exclusively in furtherance of the accomplishment of the ICTB Mission.
 - 1.3. Taxes and Closing Costs. All out-of-pocket costs associated with: (i) the transfer of legal title to the Property from NTBG to University (including documentary stamp taxes, Miami-Dade County taxes, surveys, environmental or other studies, and professional fees for planners,

architects, and legal counsel), and (ii) the acquisition of the required permits and governmental approvals that may be necessary will be paid by Foundation or FIU from donations made for the Building or funds identified by the Dean of the FIU College of Arts & Sciences, provided, however, that except as set forth herein, the Parties shall otherwise bear their own attorneys fees and costs.

2. Recognition.

In consideration of the gift of the Property, NTBG shall be recognized as an equal collaborator of the ICTB. Recognition shall include entry signage, marketing, publicity and professional citations related to research, where appropriate. The ICTB Building will display at its principal entrance signage that prominently states: "The International Center for Tropical Botany at The Kampong, a collaboration of Florida International University and the National Tropical Botanical Garden." This signage will be a permanent feature and will be prominently displayed so long as the ICTB building is used by FIU.

3. Representations.

3.1. Corporate Authority. The Parties represent that each of them has full corporate power and authority to execute and deliver this Gift Agreement and to perform its obligations hereunder, and such execution, delivery and performance has been duly authorized by all necessary corporate action.

3.2 Authorized Execution and Binding Effect. Each of the Parties represents to the other that the individual executing this Agreement on its behalf has been authorized by all required corporate authority to execute this Agreement and bind such Party and that this Agreement constitutes its valid and legally binding obligation and is enforceable in accordance with its terms.

4. Administration.

4.1. Deductible Gifts. University will serve as recipient of the gift of the Property in accordance with and subject to the terms outlined herein. The University and Foundation are each tax-exempt organizations under the Internal Revenue Code, and those making contributions to the University

or Foundation are entitled to a charitable contribution deduction to the extent applicable.

- 4.2 Gift Policies. Foundation shall administer all new cash gifts raised by or for the benefit of the ICTB or the Property after the effective date of this Agreement in accordance with Foundation policies, including Foundation's Advancement Initiative policy, as they may be in effect from time to time.

5. Change in Circumstances; Right of Reverter.

- 5.1. Change of Academic Unit. The Parties recognize that FIU's academic structure and institutional needs and requirements may evolve over time, and it may become necessary for the ICTB to be administered by a different academic unit of FIU.
- 5.2. Changes in Operation. To the extent necessary to respond to a Force Majeure event or Budgetary Constraints, FIU may reduce or discontinue academic or other programs at the ICTB and make reasonable and appropriate changes in the operations of the ICTB; provided, however, that the Property shall be used only for purposes that are consistent with the ICTB Mission and the Charter of NTBG.
- 5.3. Closure and Reverter. In the event that FIU determines that a permanent closure of the Building is necessary to respond to a Force Majeure event or Budgetary Constraints, or if FIU determines it could no longer use the Property in support of the ICTB Mission, then ownership of the Property and the Building shall revert to NTBG; and FIU at that time shall promptly execute any and all documents reasonably requested by NTBG to facilitate the reversion and convey title to the Property and Building, free of any FIU-caused lien or encumbrance, to NTBG.
- 5.4. Deed Restrictions. The Deed conveying title to the Property from NTBG to University shall include provisions satisfactory to NTBG which (i) reflect the foregoing use limitations and restrictions and (ii) provide for reversion of title to NTBG as specified herein.
- 5.5. Definition of "Force Majeure." The term "Force Majeure" shall mean acts of God (such as storm, flood or other natural disaster), acts of any government, war or other hostility, acts of terrorism or vandalism, civil

disorder, the elements, fire, explosion, power failure, equipment failure, labor dispute or threat thereof, embargo, casualty, accident, change in law or other significant occurrence beyond the reasonable control of the Parties.

- 5.6. Definition of "Budgetary Constraints." The term "Budgetary Constraints" shall refer to financial limitations imposed on ICTB operations by extraordinary circumstances outside the control of FIU or Foundation. Budgetary Constraints will be deemed to be applicable if ICTB operating expenses exceed the total of all revenues, donations and spendable endowment earnings generated by or for the benefit of the ICTB for a period of three years, and reasonable efforts by FIU and Foundation to reduce operating expenses and increase revenues, donations and spendable endowment have proved to be unsuccessful.

6. Miscellaneous Considerations.

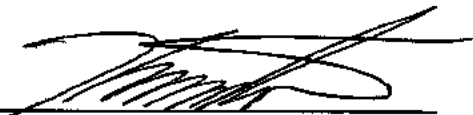
- 6.1. Sources of Funding for Capital Expenditures. The Parties anticipate that third-party donations will be the source of funds for all capital expenditures for improvements and construction of the ICTB and that they will not seek any funds for capital improvements or construction of the ICTB from sources other than third-party donations. In the event that circumstances should change and non-donated funds should become available from the State of Florida or other sources for ICTB capital improvements or construction, and the terms appear to be advantageous to the ICTB, the Parties acknowledge that at that future time it may then be appropriate for them to amend this agreement with the addition of mutually satisfactory terms and conditions to be negotiated by the Parties that will take into account the changed circumstances and the terms and availability of the non-donated funds. This paragraph constitutes a non-binding statement of the intent of the Parties.
- 6.2. Indemnification. NTBG shall indemnify, defend and hold FIU and Foundation harmless from all claims, actions, damages, liability and expenses (including reasonable attorneys' fees and court costs) occasioned wholly by any wrongful act or omission of NTBG, its officers, agents, contractors, employees, or invitees in relation to this Agreement. The terms of this Section shall survive the expiration or earlier termination of this Agreement. Solely to the extent and limits permitted by Florida

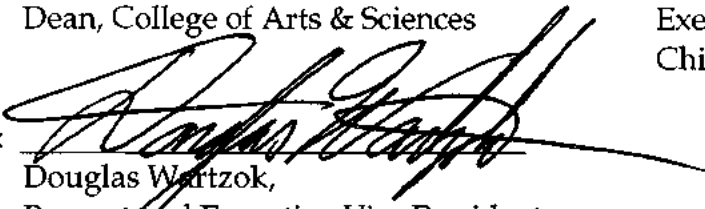
Statute 768.28 and the limitations therein and without waiving any rights or defenses, FIU shall indemnify, defend and hold NTBG harmless from all claims, actions, damages, liability and expenses (including reasonable attorneys' fees and court costs) occasioned wholly by any wrongful act or omission of Foundation, FIU, or their respective officers, agents, contractors, employees, or invitees in relation to this Agreement.

- 6.3. Governing Law. This Agreement will be construed in accordance with the laws of the State of Florida. In the event of any action arising under this Agreement, the venue of such action shall lie exclusively within the state or federal courts of Florida located in Miami-Dade County, Florida, and the Parties hereto specifically waive any other jurisdiction and venue.
- 6.4. Severability. In the event that any provision contained in this Gift Agreement is for any reason held to be invalid or unenforceable, such provision shall be ineffective to the minimum extent of such invalidity or unenforceability, and the remainder of this Agreement will remain valid and enforceable according to its terms with respect to all other circumstances.
- 6.5. Binding Effect. This Gift Agreement shall be binding upon and inure to the benefit of the Parties and their trustees, successors, and assigns or other representatives; provided, however, that no Party shall assign any interest to an entity not affiliated with that Party without the consent of all Parties.
- 6.6. Entire Agreement. This Gift Agreement and the JOA represent the entire agreement of the Parties and supersedes all prior oral or written statements or agreements. This Agreement may not be amended or modified except by a subsequent written instrument duly executed by the Parties.
- 6.7. Counterparts. This Gift Agreement may be executed in two or more counterparts, each of which shall be deemed an original, together constituting one and the same instrument.

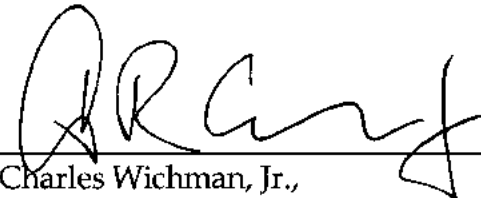
IN WITNESS WHEREOF, the Parties hereto have caused this Gift Agreement to be executed effective as of the day and year first written above.

FLORIDA INTERNATIONAL
UNIVERSITY
BOARD OF TRUSTEES


By: 
Kenneth G. Furton,
Dean, College of Arts & Sciences

By: 
Douglas Wartzok,
Provost and Executive Vice President

NATIONAL TROPICAL BOTANICAL
GARDEN

By: 
Charles Wichman, Jr.,
Executive Director and
Chief Executive Officer

FLORIDA INTERNATIONAL
UNIVERSITY FOUNDATION, INC.

By: 
Howard R. Lipman,
President and Chief Executive Officer
Florida International University
Foundation, Inc.

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JOINT OPERATING AGREEMENT

THIS JOINT OPERATING AGREEMENT ("JOA" or "this Agreement") is entered into as of April 9, 2014 by and between the National Tropical Botanical Garden ("NTBG"), the Florida International University Foundation, Inc. ("Foundation") and The Florida International University Board of Trustees ("FIU") (collectively, "the Parties")

WHEREAS, NTBG is a public nonprofit corporation created by act of the United States Congress and a charitable organization operating under Section 501(c)(3) of the Internal Revenue Code ("Code"); and

WHEREAS, FIU is a public research university located in Miami-Dade County and existing as a public body corporate of the State of Florida; and

WHEREAS, Foundation is a charitable, direct-support organization of FIU, operating under Section 501(c)(3) of the Code for the benefit of FIU and its College of Arts & Sciences; and

WHEREAS, the Parties have previously executed a preliminary document entitled "Points of Understanding" dated April 9, 2013, ("POU") regarding the establishment of an International Center for Tropical Botany ("ICTB") pursuant to which NTBG intends to convey to FIU certain real property described in that certain Gift Agreement signed this date (the "Property") and on which FIU will construct one or more structures (the "Building") to house the ICTB; and

WHEREAS, the Property is adjacent to "The Kampong," the historic Fairchild/Sweeney home and garden owned by NTBG and located at 4013 Douglas Road in Coconut Grove, Miami, Florida 33133; and

WHEREAS, the mission of the ICTB is to study tropical plants and the resources they provide; to develop solutions that ensure the conservation and sustainable use of tropical plants in order to preserve tropical plant diversity for posterity; and to provide research-based knowledge and tools to preserve and sustainably use tropical plants; and to foster programs to educate future generations of tropical plant biologists ("the ICTB Mission"); and

WHEREAS, the Parties desire by this Agreement to establish a basis for mutual understanding and cooperation in connection with the operations of the ICTB; (the "Collaboration")

NOW THEREFORE, the Parties agree as follows:

1. Agreement Contingencies.

The parties acknowledge and agree that, except for the obligations set forth in Section 2 and 3 below to permit the initial master planning process and due diligence efforts to proceed, this Agreement, the acceptance of the Property under the Gift Agreement, and the establishment of the ICTB are subject to and contingent upon the satisfaction of each of the following conditions: (i) completion of due diligence for the Property as Foundation in its sole discretion shall determine to be appropriate; (ii) approval of all agreements related to the Collaboration by the Board of Trustees of NTBG, the Board of Directors of Foundation, and the Board of Trustees of FIU, as necessary; (iii) any approval that may be required by the Florida Board of Governors; and (iv) any other governmental or regulatory approvals that may be required (collectively the "Contingencies"). In the event that any of the Contingencies are not satisfied, this Agreement and the POU shall be deemed null and void and the parties shall have no further obligations or liabilities hereunder.

2. Management Advisory Committee.

The Parties shall establish a Management Advisory Committee (the "Management Committee") of six (6) members, with three (3) members appointed by FIU and three (3) members, who may be recommended by The Kampong Board of Governors and shall be appointed by NTBG. The Management Committee will be advisory to the Dean of the FIU College of Arts & Sciences and will assist FIU in overseeing the operations of the ICTB and assist in the coordination of its operations with the operations of The Kampong. The directors of the ICTB and The Kampong will maintain a regular calendar of meetings to maintain communications and facilitate coordination of their respective activities.

3. Facility Planning.

3.1. Master Plan. FIU shall be responsible for the master planning process and will use donations made for the construction of all ICTB structures (collectively, the "Building") to pay for any planning, design or other costs associated with schematic design and identification of footprint for the Building, the support services (such as parking) and associated landscape areas and access. The Management Committee will oversee this planning process to ensure that the Building meets applicable planning and zoning standards, is compatible with The Kampong buildings in design, style and location, and meets with community acceptance.

3.2. Approval and Review. Once the Management Committee has approved the Master Plan, it shall be subject to review and approval by FIU and NTBG before the Property is conveyed to Foundation and before permitting and construction may begin.

3.3. Fees and Costs. All out-of-pocket costs associated with: (i) the transfer of legal title to the Property from NTBG to Foundation (including documentary stamp taxes, Miami-Dade County taxes, surveys, environmental or other studies, and professional fees for planners, architects, and legal counsel), and (ii) the acquisition of the required permits and governmental approvals that may be necessary will be paid by Foundation or FIU from donations made for the Building or funds identified by the Dean of the FIU College of Arts & Sciences, provided, however, that except as set forth herein, the Parties shall otherwise bear their own attorneys fees and costs.

4. Construction of the ICTB Building.

4.1. Donations. Foundation, in collaboration with NTBG and its leadership, has received donations of approximately \$5 million to be used to pay for the planning, design, construction of the Building. The Building will be designed to this budget, including a design and construction contingency. These donations are currently not eligible for state matching funds on account of the suspension of the Alec P. Courtelis University Facility Enhancement Challenge Grant program of the State of Florida and substantial related backlogs. In the event that the Courtelis matching program is reinstated, Foundation shall endeavor to apply for a matching state funds for the Building, provided, however, that Foundation makes no representations whatsoever as to whether the State shall reinstate the Courtelis match program or approve donations for the Building for any match.

4.2. Responsibility for Construction and Operations. Following approval of the Master Plan and conveyance of the Property to Foundation, FIU shall contract architects, conduct community engagement to build support and acceptance, obtain permits and construct the Building in accordance with applicable law and FIU facilities requirements. FIU shall be responsible for the construction, operation, maintenance and repair of the Building.

4.3. Recognition and Signs. The Parties agree that NTBG and FIU are both major contributors to the ICTB. In accordance with the Gift Agreement describing the terms of the conveyance of the Property to Foundation by NTBG, NTBG shall be recognized as an equal collaborator of the ICTB. Recognition shall include entry signage, marketing, publicity and professional citations related to research, where appropriate. The ICTB Building will display at its principal entrance signage that prominently states: "The International Center for Tropical

Botany at The Kampong, a Collaboration of Florida International University and the National Tropical Botanical Garden". This signage will be a permanent feature and will be prominently displayed so long as the Building is used by FIU.

5. Programming.

5.1. Policies and Procedures. The ICTB shall be designated an academic center of FIU under its College of Arts & Sciences subject to FIU policies and procedures governing approval and operation of academic centers and Florida Board of Governors Regulation 8.009 governing the establishment of university educational sites.

5.2. Best Practices. FIU shall operate the ICTB and educational and outreach activities in accordance with internationally recognized best practices for botanic gardens and comparable facilities.

5.3. Academic Advisory Committee. An academic advisory committee has been established by FIU to guide the strategic development of ICTB research activities with NTBG appointments representing at least 40% of the members. FIU shall have final approval over the conduct and administration of all research of the ICTB in accordance with its policies and procedures.

5.4. Separate Use Agreement for the Kampong Collection. In addition to activities at the ICTB, the parties plan by separate use agreement to provide for FIU to hold classes and events and conduct research using the plant collection of The Kampong garden in support of credit and non-credit degree and/or certificate programs that FIU may develop from time to time. FIU shall be solely responsible for all curriculum and academic program development, in accordance with applicable law and accreditation requirements.

6. Fundraising.

6.1. Coordination of Donor Initiatives. FIU and Foundation will take the lead on fundraising for the funding goals related to the construction and operation of the ICTB. This will be advanced through FIU and Foundation and coordinated with The Kampong Board of Governors and donors. NTBG Trustees, when appropriate, will be asked to support funding initiatives on a case-by-case basis (primarily through introductions and endorsements). FIU and Foundation fully recognize the imperative of minimizing disruption to the ongoing NTBG capital campaign and fundraising initiatives at The Kampong, and shall coordinate donor prospect development with NTBG and/or the Management Committee as appropriate.

6.2. Naming Rights. Naming rights for the ICTB, the Building or any other naming opportunities within and around the Building will be determined

by FIU, in keeping with the Master Plan and FIU's and/or Foundation's Naming Policy, as may be amended from time to time.

7. Operations.

7.1. Access by Visiting Scholars. All employees of the ICTB will be FIU employees. However, NTBG staff and visiting scholars will have access to and use of the Building and any other related FIU facility in accordance with this Agreement.

7.2. Premises Agreements. All visitors occupying the Building shall comply with applicable FIU policies and procedures. NTBG and FIU contemplate reciprocal arrangements for use of space at the ICTB and NTBG facilities. In the event either party proposes extensive use of the other party's facilities, the party requesting access may be required to execute a separate premises agreement to govern the terms and conditions of such use, including payment for associated costs or expenses. FIU may, at any time and for any reason, require that FIU, NTBG or other authorized personnel, vacate the Building. The Building may not be altered by anyone in any way without FIU's prior written authorization.

7.3. Security of Personal Property. Each party shall be responsible for the security of any personal property or information placed in the Building by its employees, representatives or invitees. Neither FIU nor Foundation shall have any liability to NTBG or other agents or invitees with respect to such personal property or information, whether arising by reason of any casualty, damage, theft, loss, disclosure of personnel's confidential, business or other information, or any other cause.

7.4. Policies Regarding Use of the Building. The Building shall be used by personnel for research, education, or outreach purposes in accordance with standards of care, skill and diligence consistent with (i) recognized and sound research and development practices, procedures and techniques; (ii) all applicable laws and regulations of governmental authorities having jurisdiction pertaining to the operation and safety of the use, as well as with all applicable FIU regulations, policies, procedures and/or any other applicable FIU requirements; and (iii) the degree of knowledge, skill and judgment normally exercised by entities with respect to services of a similar nature (the "Use").

7.5. No Smoking Policy. FIU is a non-smoking University and smoking is prohibited at the Building, both indoors and outdoors.

7.6. Hazardous Substances. No dangerous or hazardous substances shall be located in the Building, unless handled pursuant to established FIU environmental health and safety protocols or practices. FIU, NTBG or other authorized personnel shall neither conduct nor allow any activity or condition in

the Building that is unlawful, that in FIU's reasonable judgment increases the risk of harm to any person or the Building beyond the minimal risk normally associated with activities similar to the Use, that would create a nuisance or trespass, that would disturb, interfere with, or impair the use or operation of the Building, or that, in any manner, would vitiate the insurance or increase the rate of insurance on the Building or any part thereof.

8. Collaborative Research Efforts.

8.1. Collaboration Research. FIU and NTBG agree to work with each other to effectively and efficiently identify, analyze and explore collaborative research efforts in technical areas that further each other's missions.

8.2. Sharing Information. FIU and NTBG intend to notify each other of projects on which they can collaborate and provide each with the necessary information and support reasonably requested by the other Party to facilitate the purposes of this Agreement. Nothing contained in this Agreement shall limit the right of either FIU or NTBG to enter into research or other agreements either individually or with third parties for any work.

8.3. Parties to Bear Own Costs. Each Party shall bear its own costs for its efforts in connection with proposed research collaborations and no Party shall provide any monetary support to any other Party relative to this Agreement except as may be set forth in a separate research agreement.

8.4. Research Project Detail. To the extent that NTBG and FIU identify third party funding opportunities for collaborative research efforts that are of mutual interest, NTBG and FIU will mutually determine the manner in which to pursue any such proposal effort. To the extent that NTBG and FIU agree to pursue research jointly without external funding, they shall, for each such research project, complete a Research Project Detail form attached as Exhibit A in this agreement.

8.5. Exchange of Faculty and Staff. FIU and NTBG will establish regular and sustained exchanges of staff, faculty and students between Miami and Hawaii. Both parties will include such exchanges in fundraising plans to support student and faculty to work at NTBG's Botanical Research Center ("BRC"), subject to BRC's policies and procedures for use, in Hawaii. FIU will seek to enable FIU students to experience the ecology and culture of Hawaii through joint research projects, field trips and work experience.

9. Intellectual Property.

9.1. Ownership of Intellectual Property. "Intellectual Property" means all inventions, discoveries, processes, methods, compositions, formulae, procedures, protocols, techniques, results of experimentation and testing, information and data, whether patentable or not, patents, designs (whether registered or unregistered and including semi-conductor topographies), utility models, copyright and database right, trademarks and service marks (whether registered or unregistered), trade names and domain names, trade secrets rights in goodwill, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature including without limitation all rights to the grant of and applications for the same and all renewals, reissues, extensions, divisions and continuations of them, together with all similar and analogous rights throughout the world for their full term.

9.2. Ownership of Pre-existing Intellectual Property. "Pre-existing Intellectual Property" means individually and collectively, all Intellectual Property in existence prior to the execution date of this Agreement. The Parties agree that any Pre-existing Intellectual Property of each Party shall remain the property of that Party. This Agreement shall not be construed as implying that any Party shall have the right to use Pre-existing Intellectual Property of any other Party.

9.3. Ownership of Intellectual Property. If NTBG and FIU pursue collaborative research efforts as set forth in section 8.1 above, Intellectual Property derived from such efforts shall be owned by NTBG and FIU as follows: Intellectual Property made solely by FIU faculty and staff shall be owned solely by FIU. Intellectual Property made solely by NTBG staff and researchers shall be owned solely by NTBG. Any joint research activity will require a separate Research Project Detail form prior to commencement of each project that includes the negotiated terms relating to ownership of any Intellectual Property developed in connection with each research project. The foregoing rights are subject to the rights of the U.S. Government in the event federal funding is provided for the research project.

9.4. Additional Intellectual Property Rights. Additional Intellectual Property rights shall be set forth in specific Research Project Detail which will be attached to this Agreement as may be determined by the Parties in relation to a specific research project.

10. General Provisions.

10.1. Limitation of Liability/Insurance. Each party shall assume any and all risk of loss or damage attributable to the negligent acts or omissions of that party and its officers, employees, and agents. Each party shall maintain types and amounts of insurance that at a minimum cover its exposure in performing this

Agreement. FIU is self-insured under the State of Florida Risk Management Trust Fund and is not required to obtain separate insurance under this Agreement.

10.2. Indemnification. NTBG shall indemnify, defend and hold FIU and Foundation harmless from all claims, actions, damages, liability and expenses (including reasonable attorneys' fees and court costs) occasioned wholly by any wrongful act or omission of NTBG, its officers, agents, contractors, employees, or invitees in relation to this Agreement. The terms of this Section shall survive the expiration or earlier termination of this Agreement. Solely to the extent and limits permitted by Florida Statute 768.28 and the limitations therein and without waiving any rights or defenses, FIU shall indemnify, defend and hold NTBG harmless from all claims, actions, damages, liability and expenses (including reasonable attorneys' fees and court costs) occasioned wholly by any wrongful act or omission of Foundation, FIU, or their respective officers, agents, contractors, employees, or invitees in relation to this Agreement.

10.3. No Joint Venture. This Agreement does not authorize either party to do business under any name belonging to the other party, or to enter into any contracts or agreements of any type in the name of, or on behalf of, the other party. Neither party is empowered to state or simply imply, either directly or indirectly, that it or its activities, other than pursuant to the limited activities contemplated herein, are supported, endorsed or sponsored by the other party and, upon the direction of the non-declaring party, shall issue express disclaimers to the effect. Nothing herein shall be construed to place the parties in the relationship of partners or joint venturers, nor shall any similar relationship be deemed to exist between them.

10.4. Term and Termination. This Agreement shall be effective upon signature by all Parties and shall remain in effect until such time as ownership of the Property has reverted to NTBG, the Property is no longer used for the ICTB or until the Parties have otherwise agreed.

10.5. Force Majeure. The term "Force Majeure" shall mean acts of God (such as storm, flood or other natural disaster), acts of any government, war or other hostility, acts of terrorism or vandalism, civil disorder, the elements, fire, explosion, power failure, equipment failure, labor dispute or threat thereof, embargo, casualty, accident, change in law or other significant occurrence beyond the reasonable control of the Parties. No party shall be liable for any interruption, failure, inability, or delay in performing hereunder, by reason of Force Majeure.

10.6. Governing Law. This Agreement will be construed in accordance with the laws of the State of Florida. In the event of any action arising under this Agreement, the venue of such action shall lie exclusively within the state or federal courts of Florida located in Miami-Dade County, Florida, and the Parties hereto

specifically waive any other jurisdiction and venue.

10.7. Severability. In the event that any provision contained in this Agreement is for any reason held to be invalid or unenforceable, such provision shall be ineffective to the minimum extent of such invalidity or unenforceability, and the remainder of this Agreement will remain valid and enforceable according to its terms with respect to all other circumstances.


10.8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their trustees, successors, and assigns or other representatives; provided, however, that no Party shall assign any interest to an entity not affiliated with that Party without the consent of all Parties.

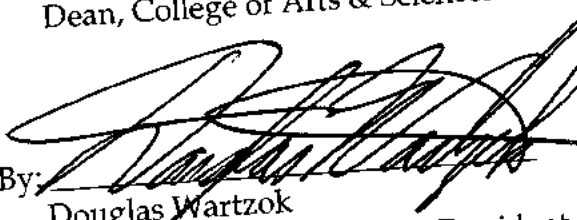
10.9. Entire Agreement. This Agreement and the Gift Agreement represent the entire agreement of the Parties and supersede all prior oral or written statements or agreements. This Agreement may not be amended or modified except by a subsequent written instrument duly executed by the Parties.

10.10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, together constituting one and the same instrument.

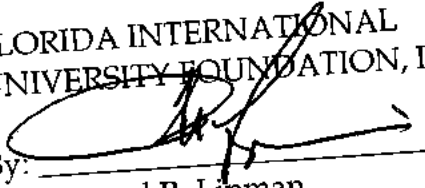
IN WITNESS WHEREOF, the Parties hereto have caused this Joint Operating Agreement to be executed the day and year first written above.

FLORIDA INTERNATIONAL
UNIVERSITY
BOARD OF TRUSTEES

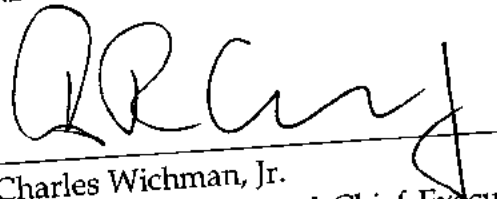
By: 
Kenneth G. Furton
Dean, College of Arts & Sciences

By: 
Douglas Wartzok
Provost and Executive Vice President

FLORIDA INTERNATIONAL
UNIVERSITY FOUNDATION, INC.

By: 
Howard R. Lipman
President and CEO,
Florida International University
Foundation, Inc.

NATIONAL TROPICAL BOTANICAL
GARDEN

By: 
Charles Wichman, Jr.
Executive Director and Chief Executive
Officer

Due Diligence – National Tropical Botanical Garden (NTBG) Real Property Gift

FIU has conducted the following due diligence in connection with the NTBG's gift of the Hissar Plat Lots 1-3, which will be used for the construction and operation of the International Center for Tropical Botany (ICTB) facility:

➤ ***Title and Lien Searches***

- No existing mortgages, liens, judgments, open permits or code violations.
- Title insurance policy obtained.

➤ ***Existing Deed Restriction with respect to Lot 3***

- Lot 3 contains a deed restriction requiring the parcel to be used for either residential purposes or botanical garden purposes provided such use is (1) "in conjunction with and similar to the operation of the [Kampong] and (2) "is operated and maintained as a garden for educational and scientific purposes only."
- The ICTB facility will be built in a manner that permits Lot 3 to be "operated and maintained as a garden for educational and scientific purposes" in accordance with the deed restriction.

➤ ***Reverter Clause in Gift Agreement***

- Under the Gift Agreement, FIU is entitled to reduce or discontinue programs at its discretion to respond to changing circumstances.
- In the event that FIU determines that a permanent closure of the facility is necessary to respond to a force majeure event or budgetary constraints, or if FIU determines it could no longer use the property in support of the ICTB mission, then ownership of the property shall revert to NTBG.
- The University recommends acceptance of the restriction under the circumstances, given the property's location within the overall Kampong compound and the limited potential alternative uses for the property.
- Advancement has obtained the Batchelor Foundation's and Kenan Flagler Foundation's consent to this restriction, as their funds will be used for construction of the Facility.

➤ ***Survey***

- An updated survey was completed and noted minor non-material existing fence encroachments with the Kampong property owned by the NTBG. If the fence is ever replaced, it will be done per correct boundaries.
- Survey noted a Water and Sewer Easement running through the middle of the parcels. Utility infrastructure and easement will be taken into account during construction of the ICTB facility.

➤ ***Environmental Assessments***

- Phase I and Phase II environmental site assessments completed; results did not reveal any impacts associated with the site.

➤ ***Zoning***

- Property is in the T3-R (Suburban) residential zoning district under City of Miami's new "Miami 21" zoning code, which provides for a 3-story maximum height limitation for this district.
- In 2009, prior to adoption of "Miami 21" code, the NTBG included Lots 1-3 within the scope of its Class II permit/conditional use approval for the Kampong, which includes scientific uses.
- Once design documents are prepared, FIU and NTBG will seek to obtain appropriate governmental approvals for construction of the ICTB facility.

➤ ***Taxes***

- FIU's use of the property will be exempt from ad valorem taxation.

➤ ***Insurance***

- The ICTB facility will be included within the University's property insurance policy.
- FIU's activities at the facility will be covered by the State of Florida's Risk Management Trust Fund, as well as by the sovereign immunity protections afforded to FIU and its employees.

**FLORIDA INTERNATIONAL UNIVERSITY
REQUEST FOR A NEW CENTER OR INSTITUTE**

BACKGROUND

- 1. Title of Proposed Unit: International Center for Tropical Botany**
- 2. CIP Code(s): 26.0301**
- 3. Proposed Date for Initiation of Unit: July 1st, 2014**
- 4. Contact Person:** Michael Heithaus PhD, Associate Dean, College of Arts and Sciences;
Executive Director, School of Environment, Arts, and Society
 - a. Telephone:** 305-919-5234
 - b. E-mail:** heithaus@fiu.edu
 - c. Fax:** 305-919-4030

If this is a request for a center, please list the institutes, if any, that will be included under the center. It is proposed that the ICTB will house a number of specialist institutes. One initial proposed institute is the Redland Sustainability Institute. These will be determined by the incoming Director of the ICTB with the relevant FIU Deans and Provost.

PURPOSE: OBJECTIVES, MISSION, AND PRIORITIES

5. Unit Objectives and Contributions

5.1. What is the discipline focus of the proposed unit?

The International Center for Tropical Botany mission: *The International Center for Tropical Botany (ICTB), a collaboration between Florida International University and the National Tropical Botanic Garden (NTBG), is dedicated to the study of tropical plants and the resources they provide. The ICTB's goal is to develop solutions that ensure the conservation and sustainable use of tropical plants in order to preserve tropical plant diversity for posterity. The ICTB will provide research-based knowledge and tools to preserve and sustainably use tropical plants and will foster programs to educate future generations of tropical plant biologists.*

The main objectives of the proposed ICTB are to (1) to strengthen the quality and reputation of a premier team of FIU and NTBG researchers that work on collaborative projects in tropical botany, (2) to foster strong collaboration and external funding through our partnerships with botanical institutes in south Florida, nationally and globally, and (3) respond to the pressing need to provide evidence-based knowledge on the causes, mechanisms, outcomes and tools relating to the decline, conservation and sustainable use of tropical plant resources.

The ICTB is a multidisciplinary center focusing on collaborative research, teaching and professional training in tropical botany science topics that represent areas of strength for faculty members in the College of Arts & Sciences (CAS). Participating departments include Biology and Earth and Environment. Eight Core existing FIU faculty have indicated that the ICTB will be their primary research Center; in addition there will be the new ICTB Director and three (3) new Core faculty lines added in the future (for a total of 12) and eight (8) Affiliate FIU faculty. In addition there will be eight (8) researchers from NTBG that will be part of the ICTB.

The ICTB headquarters at The Kampong will be the hub for FIU's tropical botany program and will serve the existing local, national and global collaborations. The proximity of a number of world-class botanical institutes (including but not limited to the Montgomery Botanical Center and Fairchild Tropical Botanic Garden) provides the ICTB with unmatched access to research partners and botanical resources. The ICTB will have access to the diverse collections, ecological reserves and resources held by the NTBG in Hawaii. NTBG manages the most comprehensive cultivated tropical plant collection in the US.

5.2. What are the goals, objectives, and the rationale for the proposed unit?

The International Center for Tropical Botany is a new center designed to promote the status and effectiveness of FIU's leadership in tropical botany. The center is a collaboration between FIU and the National Tropical Botanical Garden (NTBG). The latter being a public nonprofit corporation created by act of the United States Congress and a charitable organization operating under section 501 (c) 3 of the Internal Revenue Code with a mission focused on tropical botany and conservation and operating a botanical garden known as The Kampong located at 4013 Douglas Road in Coconut Grove, Miami, Florida. The ICTB has been designed to deliver maximum benefit from the coordination of existing investments and resources from both institutions. Specifically it will bring together the activities of existing researchers, faculty and their institutional relationships to consolidate FIU and NTBG's leadership in tropical botany.

NTBG desires to convey to FIU three lots located adjacent to The Kampong for the purpose of constructing the ICTB building consistent with the Joint Operating Agreement dated April 9, 2014. The land for construction has been donated by NTBG. This comprises three lots on the Hissar Property, owned by NTBG, that is adjacent to The Kampong in Coconut Grove, Miami. The Kampong was the home and garden of Dr. David Fairchild, world-renowned plant explorer and economic botanist. The proposed ICTB has received funding for the facility through a generous \$5 million donation equally divided between and received from Batchelor Foundation, Inc. and the William R. Kenan, Jr. Charitable Trust for the specific purpose of construction.

Eight Core existing FIU faculty have indicated that the ICTB will be their primary research Center; in addition there will be the new ICTB Director and three (3) new Core faculty lines added in the future (for a total of 12) and eight (8) Affiliate FIU faculty. In addition there will be eight (8) researchers from NTBG that will be part of the ICTB. The faculty will continue with existing activities that will be delivered at MMC, BBC, and Fairchild Tropical Botanic Garden (FTBG) and at the new ICTB facility at The Kampong. This facility will house the ICTB Director, some faculty and their graduate students as well as facilities for visiting scientists. Other ICTB faculty will remain at MMC, BBC and FTBG. Through partnering with NTBG we expand the scope of FIU's research capacity and

strengthen shared interests in key areas including ethnobotany, plant conservation, public and botanic garden studies and biogeography. (See Table 1)

Plants provide basic resources and services to all of society. Balancing the demands for plant resources from a human population that is rising to over 9 billion people by 2050 in the face of threats of climate change and continued habitat loss is a central challenge for this generation and a core mission responsibility for the ICTB. Plant resources, wild and cultivated, will be impacted by climate change. The habitats that provide wild resources and ecosystem services will be subject to ecological change. While the cropping systems that currently support agriculture will change as water and nutrient systems change so new cultivars better suited to the changed environment will be needed. The areas in the tropics currently producing bananas and coffee are unlikely to be producing those crops in the future as rainfall patterns and temperature change.

The extinction of plant diversity and loss of ecosystem services is recognized as a major limitation to sustainable development (Convention on Biological Diversity/Global Strategy for Plant Conservation). Plants provide food, fiber, fuel, shelter, and medicine for all individuals on the planet. Healthy ecosystems based on plant diversity provide the conditions and processes that sustain life and are essential to the well-being and livelihoods of all humankind. Plants also form the basis of the trophic pyramid in all terrestrial and most marine ecosystems on which we and all other animal species inevitably depend. In addition, plants provide a vast multitude of natural resources for humanity, especially in the developing world. They provide the basis for all of our food, most medicines and many other materials essential for our daily lives.

A recent study by Kramer *et al.*, (Annals of the Missouri Botanical Garden, 99(2): 172-179, 2013) has identified the need for a greater investment in botany training in the US: “Despite the fundamental role plant science plays in addressing global environmental issues, a recent survey of nearly 1600 members of the botanical community in the United States revealed a severe shortage in the nation's botanical capacity or resource capabilities that support the advancement of plant science. The survey and a subsequent published report detailed shortages of botanists at government agencies, a wave of upcoming retirements, and an alarming decline in botanical degree programs and course offerings at the nation's colleges and universities” (from original study: http://www.bgci.org/files/UnitedStates/BCAP/bcap_report.pdf.)

Many universities are merging botany and zoology departments. In 1988, 72% of the nation's top 50 most funded universities offered advanced degree programs in botany; by 2010 more than half of those universities had eliminated their botany programs. There has been a 50% decline in undergraduate botany degrees and a 40% decline in advanced botany degrees between 2000 and 2008. The American Public Garden Association (APGA) has recognized the urgent need for professional training in botanic and public garden administration.

The National Research Council (New Biology for 21st Century Challenges) emphasizes that approaches are necessary to address the current world challenges of sustaining food production, the natural environment, and energy systems. USDA and USAID research priorities continue to include food security and sustainability, climate change, bioenergy, food security, and food safety.

The research strengths of existing FIU faculty and NTBG staff to be associated with the ICTB include (Table 1):

Table 1: ICTB Research Strengths

| ICTB Research Area | FIU/ NTBG Faculty |
|---|---|
| Tropical Organismal Botany | Richards, Bennett, Ortega/Lorence, Wood, Perlman, Flynn |
| Economic Botany | Bennett, Liu/ Ragone, Winter |
| Plant Systematics | Feeley, Bennett, Ortega/Lorence, Clark, Flynn |
| Plant Ecology | Richards, Koptur/Clark |
| Invasive Species | Richards, Koptur, Liu/Winter |
| Plant Conservation Biology | Liu, Feeley, Von Wettberg, Maunder/Winter, Clark, Wood, Perlman |
| Climate Change and Plant Diversity | Feeley, Von Wettberg, Richards |
| Botanic Garden Policy and Strategy | Maunder/Wichman |
| International Conservation Policy | Liu, Maunder/ Wichman, Clark |
| Plant Genetic Resources/Crop Wild Relatives | Von Wettberg/ Winter |
| Tropical Horticulture | Maunder/Ragone |
| Biodiversity and Biogeography | Ortega/Lorence, Clark |
| Plant-Animal Interactions | Liu, Koptur |

The ICTB is a unique opportunity to bring together several traditionally isolated research and teaching areas-namely ethnobotany (including economic botany), tropical ecology, conservation biology and sustainable agriculture. The ICTB will be uniquely placed to produce innovative research that can guide and inform land use and resource management in the tropics.

5.3. What is the relationship of the proposed unit to the University's mission, priorities, and strategic themes?

Florida International University (FIU), as one of the state's largest public universities, has a mission to provide a Worlds Ahead education, research and outreach on urban, international and environmental issues. The FIU College of Arts and Sciences comprises a wide range of expertise in agriculture, botany and environmental sciences, chemistry, biology, economics and international trade, in order to address emerging agricultural issues and concerns. FIU has a strong tradition in tropical biology and specific expertise in tropical botany. There is a tradition of effective collaboration with Miami botanical institutions including the National Tropical Botanical Garden, Fairchild Tropical Botanic Garden and the Montgomery Botanical Center. FIU is building strong partnerships with national networks (e.g. APGA) and botanical centers in China, Latin America and Sub-Saharan Africa.

The ICTB will encompass activities across the many South Florida sites where FIU botanists are working. The Kampong, the ICTB headquarters, will serve a primary graduate and professional focus with resident faculty and their associated graduate students, while ICTB undergraduate activities will occur at Fairchild, a short drive from The Kampong, and at FIU's MMC. The ICTB will host scientific and professional symposia, graduate seminars, professional courses, and public fee

generating educational events. We will explore the feasibility of offering a number of Professional Masters Degrees; the first is likely to be in Public Garden Management with a special focus on botanic gardens and plant collections. Discussions with American Public Garden Association (APGA) indicate a demand for this degree. This degree would be developed in conjunction with our local network of botanic gardens and our international partners. We anticipate that staff from those collaborating institutions will play an important teaching and mentoring role.

The ICTB will deliver the following strategic advantages to FIU (Worlds Ahead Strategic Plan/FIU goals):

- Educate students
- Support graduate students
- Offer opportunities for FIU students to apply knowledge to the real world
- Support faculty ambitions and research goals
- Increase faculty productivity
- Increase interdisciplinary interactions
- Engage with the local and global community
- Link to broader programs and consortia both locally and globally
- Translate research into usable products
- Impact the South Florida economy by creating jobs, establishing Miami as a hub for tropical botany and inducing students to relocate to South Florida to study, train and work at the ICTB
- Deliver a positive ROI
- Enhance FIU's investment in the ICTB by securing significant and sustained external funding
- Develop a botany track at the undergraduate level
- Invest in a distinguished faculty, FIU has a world-class botany faculty and the ICTB will further grow that team through incremental hires.
- Demonstrate the utility of FIU to the South Florida community through research in ethnobotany, traditional plant use, sustainable agriculture and crop production and botanic garden management

The ICTB will explore collaborative research and teaching opportunities with the Chaplin School of Hospitality and Tourism Management with a focus on tropical food and culinary traditions

The ICTB will build on The Kampong's history of working with local schools and community groups in Coconut Grove. For instance The Kampong currently works with the BarnYard, a program of Coconut Grove Cares, to provide after school education to children from the West Grove and has an education program with Carrolton School. The ICTB plans to work with local schools to promote STEM education through tropical botany with a special focus on working with schools serving poorly resourced communities. Through the ICTB's linkage with Fairchild Tropical Botanic Garden faculty will continue to contribute to the Fairchild Challenge, an award winning schools science education program. The Fairchild Challenge works to encourage Miami school children to consider biology as a career and to create a pipeline whereby students can proceed to university to study biology and specifically botany.

The anticipated outcomes of the proposed ICTB are consistent with key elements of the FIU strategic plan (Table 2):

Table 2: ICTB Contribution to FIU World Ahead Strategy

| Worlds Ahead 2010-2015 | ICTB Alignment with Worlds Ahead Strategic Plan |
|---|--|
| (1) Revitalize and expand financial base | The ICTB will generate revenue from education and training programs, federal, industry, foundation and philanthropic funding, and engagement with a wide variety of professional stakeholders in the US and internationally. |
| (2) Achieve enhanced student learning and academic excellence | The ICTB will provide a unique portfolio of teaching and training opportunities for undergraduate, master and doctoral students. Access to the NTBG collections and resources in Hawaii provides a unique opportunity for FIU students. |
| (3) Enhance quality, quantity and impact of research and creative initiatives | The ICTB will provide an environment conducive to increasing scholarly productivity. Importantly the critical mass of ICTB faculty, including NTBG staff and collaborating institutions, will raise FIU's status as a center for tropical botany. The ICTB will generate significant numbers of publications in top tier academic journals and will generate influential policy papers on key environmental matters. |
| (4) Engage community in collaborative problem solving | The ICTB by providing leadership in an area of science that is accessible to all sectors of society provides tremendous opportunities for university outreach. All sectors of society use and appreciate plants. The ICTB will build on existing community and school outreach programs initiated by The Kampong (NTBG) and other Miami partners. |
| (5) Globalization | The ICTB, by building an international network of collaborating researchers and institutions the ICTB can facilitate international learning, international collaborations and ensure that FIU plays a key part in advancing interdisciplinary research on global issues. |
| (6) Environment | The ICTB responds directly to the need to enforce FIU's leadership in tropical ecological research and to develop new interdisciplinary graduate degrees in environmental science, policy and management. |

5.4. For proposed research centers and institutes, explain how graduate and undergraduate education will be integrated with research.

The ICTB will be a research center that will provide mentoring to undergraduate, doctoral, post-doctoral and professional students through their integration with the research foci of the faculty affiliates. Detailed descriptions and syllabi of courses offered throughout the university that focus on content related to the mission of the center will be compiled.

5.5. What specific needs will the proposed unit meet and what measurable contributions will the proposed unit make to the University's mission, priorities, and strategic themes, to the Board of Governors' Strategic Plan, and to statewide priorities and needs?

The ICTB will advance the University's mission by focusing on one of the major strategic themes, namely, the environment, and by facilitating state-of-the-art research and enhancing funding opportunities in this area. Tropical Biology was identified as a natural area for research and development at FIU in its Millennium Strategic Planning, and has continued to be highlighted in University planning. The FIU ICTB has unique features relative to centers and institutes at other state universities. The ICTB will bring together faculty from several FIU Departments and Colleges, namely the Chaplin College of Hospitality and Tourism Management, the College of Arts and Sciences and the College of Architecture + The Arts.

The proposed ICTB will directly serve the goals identified for the 2012-2025 State University System's Board of Governors Strategic Plan (Table 3):

Table 3: ICTB Contribution to SUS Strategic Plan

| State University System of Florida Goal | ICTB response |
|--|--|
| Strengthen quality and reputation of academic programs and universities | The ICTB will convene a strong group of researchers and through coordination and support enhance the quality and reputation of their work. A key part of the ICTB's work will be building global partnerships for research and training. |
| Strengthen the quality and reputation of scholarship, research and innovation | The ICTB through working with collaborative partners strengthen the reputation of South Florida as a place to study tropical botany. |
| Increase degree productivity and program efficiency | The ICTB is committed to encouraging the study of botany and supporting the progress of our students. |
| Increase the number of degrees awarded in STEM and other areas of strategic emphasis | Tropical botany and its practical applications provide extraordinary opportunities for advancing the STEM agenda both within the university and with the ICTB's partners. |
| Increase research and commercialization activity | ICTB will be working with industry partners and with communities using tropical plant resources so increasing the opportunities for translational research and the commercialization of research. |
| Increase collaboration and external support for research activity | The ICTB is built on a unique public university-not for profit partnership between FIU and NTBG, this is turn is supported by a large group of collaborating institutions and agencies. |

| | |
|--|---|
| Increase levels of community and business engagement | The work of the ICTB will be interpreted in many of our public garden partners (e.g. NTBG and Fairchild) so increasing our visibility in the community. Similarly we will work with business partners to increase student learning opportunities, applied research and financial support. |
|--|---|

THE ICTB will build a strong network of collaborating institutions and agencies. Existing (in bold) and potential collaborating institutes and centers in Florida include:

- **Fairchild Tropical Botanic Garden**
- **Montgomery Botanical Center**
- Naples Botanic Garden
- **USDA Chapman Field**
- Fruit and Spice Park
- **Patricia and Phillip Frost Museum of Science**

Potential national and global partners include:

- **World Conservation Union/IUCN**
- **Smithsonian Institution**
- **American Public Gardens Association**
- Botanic Gardens Conservation International
- **Conservation International**
- Center for Plant Conservation
- **Chinese Academy of Sciences**
- Consultative Group on International Agriculture Research
- **Organization for Tropical Studies**

- **Table 4.** Number of undergraduate and graduate courses listed in Florida SUS catalogues from 2009/10 to 2012/13; Florida Polytechnic University and New College of Florida not included. Data from Transfer Evaluation System (TES[®] 3.0, accessed Feb. 27-28, 2014) and queried for BOT (Botany) courses.

| University | Under-graduate Lecture | Under-graduate Lab | Graduate Lecture | Graduate Lab | Under-graduate Ethno-botanical courses ¹ | Graduate Ethno-botanical courses ¹ |
|--|------------------------|--------------------|------------------|----------------|---|---|
| Florida Agricultural and Mechanical University | 0 ² | 0 ² | 0 | 0 | 0 | 0 |
| Florida Atlantic University | 6 | 6 | 2 | 2 | 0 | 0 |
| Florida Gulf Coast University | 6 | 4 | 0 | 0 | 1 | 0 |
| Florida International University | 13 | 12 | 22 | 18 | 1 | 2 |
| Florida State University | 7 | 4 | 2 | 0 | 1 | 0 |
| University of Central Florida | 11 | 8 | 2 | 1 | 3 | 0 |
| University of Florida | 10 | 4 | 11 ³ | 3 ³ | 1 | 0 |
| University of North Florida | 5 | 5 | 1 | 1 | 0 | 0 |
| University of South Florida | 9 | 3 | 3 | 2 | 2 | 0 |
| University of West Florida | 10 | 7 | 5 | 3 | 1 | 1 |

¹ Includes Economic Botany, Ethnobotany, Plants in Human Affairs, Medical Botany, Medicinal Botany, Plants and Man, Plants and Society, Culinary Botany Across the Cultures

² No BOT courses but has an active horticulture program

³ These courses last listed in 09/10

The SUS has a number of centers for environmental issues and sustainability, and several centers that have tropical foci or tropical associations, however, there is not a center that emphasizes tropical botany or ethnobotany. The UF has a Center for Tropical Agriculture that is part of IFAS and is located in Homestead, FL; FIU faculty collaborate with researchers at this Center. UF also had a Center for Subtropical Agroforestry, but it was terminated in 2013.

The FIU ICTB is well positioned to lead the state in undergraduate and graduate botanical education, especially tropical botany and ethnobotanical subjects (Table 4). The ICTB program covers all tropical botanical activities by FIU faculty. Undergraduate programs will continue to be delivered at MMC and FTBG. FIU has the greatest number and most diverse undergraduate and graduate botany offerings in the SUS, including a variety of ethnobotanical courses offered at both the undergraduate and graduate level (Table 4). FIU is the only SUS University to offer a course in tropical botany at the undergraduate level. In 2014 FIU will begin to offer a tropical systematics course at the graduate level through the Kampong; this course was previously taught through the UF but was last listed in their catalogue in 2009/10 (BOT 5685C). This is currently the only graduate offering in tropical botany in the SUS.

Research, teaching and program development will be supported from a variety of research funding sources that range from local through national and international sources, and from public to private. The proposed ICTB faculty recent and current funding includes:

- National Science Foundation
- National Institute of Health
- Department of Interior (through Everglades National Park)
- USAID
- USAID HED
- USAID Feed the Future Program
- South Florida Water Management District
- US Fish and Wildlife Service
- Florida Wildflower Council
- Florida Native Plant Society
- Garden Club of America
- Fulbright Hayes
- USDA HIS
- USDA NRCS
- NIFA Florida-Caribbean Consortium for Agriculture Education and Hispanic Workforce Development
- Howard Hughes Medical Initiative
- Mohamed bin Zayed Species Conservation Fund
- National Geographic Society
- NASA
- Fairchild Tropical Botanic Garden
- Amazon Conservation Association

5.6. What is the demand for the proposed unit's services? What clientele will the proposed unit serve?

Kramer *et al.* (2013) assessed the state of botany training in the US. This study identified a need to train a new generation of botanists with practical skills in conservation and resource management, in particular the need for new botanists in the federal government, where around 50% of botanists will retire before 2020. The study recommended that universities ensure that plant science (botany) is “appropriately incorporated into annual course offerings for undergraduate and graduate students to ensure they are employable both within and outside the academic sector”. In addition the recommendation is made that “Academic, government and private sectors should work collaboratively to strategically strengthen botanical education and training”.

ICTB, as a research and training oriented center, will have a diverse range of external clientele.

- Researchers at collaborating universities and institutions
- Protected area managers in Florida, the USA and globally
- Rural communities in the tropics
- National biodiversity units and government agencies
- Botanical and biodiversity professionals in the US and globally
- Pharmaceutical companies and medical researchers
- Botanic garden professionals and organizations

5.7. How many graduate and/or undergraduate students will be engaged in the proposed unit's activities? How many postdoctoral fellows?

FIU's ICTB faculty are expected to initially train 20 graduate students per year (an average of 1-2 per lab), this is expected to increase to at least 30 by Year 5 with the addition of new faculty and early-career faculty. Graduate students will be supported by a combination of grants, teaching assistantships, and competitive external fellowships. By Year 5 we project there will 8 postdoctoral fellows, supported by grants and philanthropic gifts, associated with ICTB. Undergraduate teaching will be delivered through standard departmental assignments at current teaching locations (e.g. FIU campus locations and FTBG). Yearly, dozens of undergraduate students will be engaged in internships and research projects, and hundreds will be enrolled in classes taught by ICTB faculty through their standard departmental assignments.

Current graduate students in ICTB faculty laboratories

Currently, there are 18 graduate students supported on grants:

| | | |
|------------------------------|-------------|---|
| Eric Bishop von Wettberg PhD | (Core) | 1 |
| Javier Francisco Ortega PhD | (Core) | 1 |
| Hong Liu PhD | (Core) | 2 |
| Jennifer Richards PhD | (Core) | 1 |
| Mahadev Bhat PhD | (Affiliate) | 3 |
| Jim Fourqurean PhD | (Affiliate) | 3 |
| Mike Ross PhD | (Affiliate) | 2 |
| Len Scinto PhD | (Affiliate) | 1 |
| Krish Jayachandran PhD | (Affiliate) | 3 |

5.8. How many research or clinical professors will be supported in the unit?

No purely soft money researchers or clinical professors are envisaged at this initial stage of development.

5.9. For proposed research centers and institutes, explain how the unit's goals and objectives follow the pathways of funding for research.

The ICTB will be able to exploit a wide variety of potential funding sources. We anticipate utilizing the following areas:

- Development linked funds from government agencies
- Sponsored research from commercial partners
- Philanthropic support from private citizens and foundations
- Conservation focused foundations
- Direct government funding from overseas partners
- Traditional federal (e.g. NSF) grant sources

5.10. What percentage of the proposed unit's efforts will be devoted to instruction, research and development, public service/outreach, technology transfer, other?

Overall, the ICTB's efforts will be devoted to basic and applied research including standard graduate training (80%) with the remainder split between mentoring postdoctoral associates and junior faculty, service, and outreach (20%). We expect that professional instruction will become part of the core efforts of ICTB and, therefore, the ratio of activities will evolve (e.g. 70% research, 20% professional instruction, 10% outreach, service, and mentoring.)

6. Organization

6.1. Describe the proposed unit's organizational structure.

The ICTB will be administratively housed in the School of Environment Arts and Society (SEAS) within the College of Arts & Sciences.

The Director of the ICTB will be responsible for the day-to-day operations of the ICTB (reporting to Director of the School of Arts and Society (SEAS)). The Director will be expected to contribute to the outreach and development activities of the ICTB, specifically developing a close working relationship with The Kampong board and fellows.

FIU and NTBG have established a Management Committee of six (6) members with three (3) members appointed by FIU and three (3) appointed by NTBG. The Management Committee will be advisory and will provide input to FIU's operation of the ICTB and ensure full coordination with the operations of the Kampong. The managers of the ICTB and The Kampong will maintain a regular calendar of meetings to ensure full coordination and complementarity. This system will be subject to modification if FIU takes on the management of The Kampong and ICTB as an integrated facility (#8 of the Points of Understanding, 9th April, 2013).

An academic advisory committee has been established by FIU to guide on the strategic development of

the ICTB research activities. NTBG will be represented on this committee through the appointment by NTBG of at least forty percent (40%) of the members of the academic advisory committee (#10 of the Points of Understanding, 9th April, 2013).

FIU, with input from the Management Committee, will appoint a Director of the ICTB, who will be based at the ICTB and will be responsible for the delivery of world-class research (#12 of the Points of Understanding, 9th April, 2013). Recruitment is underway (May, 2014).

Categories of ICTB membership shall be comprised of the following:

Core Member

Open to FIU faculty who use the ICTB as the primary home of their research efforts.

FIU Core Faculty

- Director of ICTB, to be appointed
- Brad Bennett PhD, Professor, Department of Biological Sciences
- Eric Bishop von Wettberg PhD, Assistant Professor, Department of Biological Sciences
- Ken Feeley PhD, Assistant Professor, Department of Biological Sciences
- Javier Francisco Ortega PhD, Professor, Department of Biological Sciences
- Suzanne Koptur PhD, Professor, Professor, Department of Biological Sciences
- Hong Liu PhD, Assistant Professor, Department of Biological Sciences
- Jennifer Richards PhD, Professor, Department of Biological Sciences
- Mike Maunder PhD, Associate Dean and Associate Professor, Department of Biological Sciences

Affiliate Faculty

- Mahadev Bhat PhD, Professor, Department of Earth and Environment
- Jim Fourqurean PhD*, Professor, Department of Biological Sciences
- Krish Jayachandran PhD, Professor, Department of Earth and Environment
- Mike Ross PhD*, Associate Professor, Department of Earth and Environment
- Len Scinto PhD*, Professor, Director of SERC, Department of Earth and Environment
- Tim Collins PhD, Head of Biology, Department of Biological Sciences
- Manuel Barbieri PhD, Associate Professor, Department of Biological Sciences
- Steve Oberbauer PhD, Professor, Department of Biological Sciences

* Faculty with membership of the South Eastern Environmental Research Center. It is proposed that their ecosystem related research will be retained by SERC and that specific botanical research will be aligned with ICTB.

NTBG Members

Open to NTBG researchers who use the ICTB as the primary affiliation for their research efforts (with proposed allocation of time dedicated to ICTB activities)

- David Lorence PhD, Co-Director of Conservation and Research (15%)
- John R. Clark PhD, Co-Director of Conservation and Research (15%)
- Diane Ragone PhD, Director of the Bread Fruit Institute (15%)
- Kawika Winter PhD, Director of the Limahuli Garden (10%)

- Ken Wood, Field Botanist (15%)
- Steve Perlman, Field Botanist (15%)
- Chipper Wichman, CEO (5%)
- Tim Flynn, Curator of Herbarium (15%)

Collaborator Affiliate

Open to any researcher at any university or research facility working in areas covered by the ICTB mission statement. They may participate on an *ad hoc* basis in small group dialogue, seminars, conferences, colloquia with Center members and are able to draw upon the resources of the Center to further their own work.

Community Affiliate

Open to external members including those working in the plant conservation and botanic garden professions who wish to exchange knowledge and ideas with researchers in their field of endeavor as covered by the Mission Statement of the ICTB.

Trainee

Open to pre- and post-doctoral students in a mentoring relationship with Center research faculty who may or may not be their dissertation advisor.

6.2. Explain how the proposed unit is organized to meet its objectives.

The ICTB is organized to welcome open, democratic suggestions from the faculty members for meeting its objective. The Academic Advisory Committee and Management Committee will ensure that the Center is responsive to the needs and mission of the university as well as the national priorities of major funding agencies and professional groups. The inclusion of collaborator affiliates from other academic institutions, related industries and international entities will promote strong collaborations with these entities.

6.3. Outline the composition of the internal or external advisory boards.

The Academic Advisory Board will be comprised of both internal and external members, including FIU deans (or their representatives), as well as external individuals with expertise in scientific areas relevant to the ICTB mission, and experience in interdisciplinary research centers. This Academic Advisory Board will meet with the ICTB Director annually. The following persons have been invited to serve:

- Chair Professor Jennifer Richards PhD (FIU)
- Warren Wagner PhD (Smithsonian Institution and NTBG Board Member)
- Professor Sir Iain Prance PhD (Eden Project and NTBG Board Member)
- John Clark PhD (NTBG)
- John Rashford PhD (Charleston College and NTBG Board Member)
- Brad Bennett PhD (FIU)
- Eric Bishop von Wettburg PhD (FIU)
- Michael Heithaus PhD (FIU)
- Mike Maunder PhD (FIU, representing the Management Committee)
- Director of ICTB (FIU, to be appointed)

7. Outcomes

Define the suite of outcomes by which the success of the unit will be gauged. Each outcome must have a corresponding measurable indicator to assess the proposed unit's success compared to department levels without the center or institute. Specific measurable outcomes might include Table 5:

Table 5: ICTB Measurable Outcomes

| Outcome | Performance/Measurement Indicator |
|--|---|
| Student Education and Training | <ul style="list-style-type: none"> • Number (FTE) of undergraduate and graduate students participating in training • Number of externally awarded grant funded stipends per annum • Number of dissertations generated by ICTB participation, collaboration and activity • Number of masters theses and undergraduate honors theses generated by ICTB participation, collaboration, and activity • Number of research assistantships funded for graduate students. • Number of funded post-doctoral fellowships • Organization and implementation of an undergraduate track in Tropical Botany within the Biological Sciences major • Number of students enrolled in the Tropical Botany track |
| Faculty integration/collaboration/support | <ul style="list-style-type: none"> • Number and nature of interdisciplinary activities e.g. grants • Number of research speakers hosted • Number of guest scholars hosted • Number of collaborative grants obtained • Number of within center, multi authored, published papers • Organization and allocation of a co-located office space at FIU for ICTB Core faculty, post-docs and graduate students. |
| Increased Federally financed academic R & D and faculty productivity | <ul style="list-style-type: none"> • Number of grants submitted and awarded to faculty and doctoral students affiliated with the ICTB: Average per capita contract and grant activity and returned • Number of peer reviewed publications: Average per capita faculty publication rate will exceed rate for a comparison group • Number of faculty research presentations at national and international conferences |

Table 5: ICTB Measurable Outcomes

| Outcome | Performance/Measurement Indicator |
|---|--|
| Network/Community Engagement | <ul style="list-style-type: none"> • Number of workshops and training provided to local agencies, schools and groups • Number of workshops and training provided to national and international local agencies, schools and groups • Number of individuals served in these trainings/presentations • Provision of consultancy services to national and international clients • Income generated per year from above activities • Number of hits on ICTB web site • Number of government agencies and international networks receiving technical services from ICTB • Congruence of ICTB activities with Global Strategy for Plant Conservation • Number of partnerships with translational research organizations or industry. • Development of professional masters courses • Number of visiting professors and sabbatical visitors |
| Increased University and National Public Service/Impact | <ul style="list-style-type: none"> • Number of international, national, state, and local, committees/boards/societies chaired or served on by ICTB faculty • Number of usable products or tools derived from ICTB research and adopted for use in academia and/or public domains |
| Increased Public Recognition | <ul style="list-style-type: none"> • Number of awards or honors received by ICTB faculty from international, national, state, and local, committees/boards/societies • Number of local and national media publications/appearances |
| Resource Utilization | <ul style="list-style-type: none"> • Number of and dollar amount of external grants • Number of and amount of philanthropic gifts • Positive ROI |
| Quality Assurance | <ul style="list-style-type: none"> • Annual ICTB report submitted to President, Provost and VP for Research • Annual presentation to ICTB Academic Advisory Board • Annual presentation to ICTB Management Committee • Regular measures of quality assurance for professional and educational services |

8. Resources

8.1. Describe the total resource requirements

Table 9 reflects all sources of funds, including state, non-state, and reallocations. Table 10 and 11 shows the relative contributions of the ICTB faculty as measured in FTE's and C&G's funding.

ICTB will develop a core of senior researchers at the ICTB HQ at The Kampong and existing locations. Eight Core existing FIU faculty have indicated that the ICTB will be their primary research Center; in addition there will be the new ICTB Director and three (3) new Core faculty lines added in the future (for a total of 12) and eight (8) Affiliate FIU faculty. In addition there will be eight (8) researchers from NTBG that will be part of the ICTB.

The five-year implementation plan for establishing the ICTB consists of (Table 8):

- Phase I (Table 8) is the construction and fitting of the ICTB headquarters at The Kampong, a tropical botanical garden in Coconut Grove, owned by the National Tropical Botanical Garden. The ICTB will be the hub for FIU's tropical botany program and will serve the existing local, national and global collaborations. FIU has received the capital funds (\$5 million) needed to construct the ICTB from the William R. Kenan, Jr. Charitable Trust and the Batchelor Foundation.
- Phase II (Yrs. 1, 2, 3 on Table 8). The ICTB is based in large part on the reallocation of existing faculty and their expertise, established and long running collaboration with NTBG and the support of strong and influential donors. Recruitment for the Director position has started May 2014. In Year 1, senior researchers from participating departments including Biology and Earth and Environment have agreed that the ICTB is where they will conduct research. The ICTB will build on FIU's established leadership in tropical botany. All FIU faculty members will retain their current research and teaching assignments. In Yr. 1, Executive Staff and Program Manager positions will start and will be in charge of routine daily operational and coordination of educational activities of the ICTB. A part-time Receptionist will be hired in YR3. We will explore synergies and efficiencies with the existing Kampong staff that share the location.
- Phase III (Yrs. 4, 5 and subsequent years)
The ICTB and the strong collaboration with NTBG and other partners will bring a return on investment that demonstrates FIU's national and international leadership in tropical botany, increased academic productivity, increased FIU brand strength and a diversified funding base for tropical botany. ICTB will be operated to ensure it runs as a breakeven facility and indeed it is planned that after an initial period of operation they will generate a surplus for CAS starting in Yr1 (Table 8).

Traditionally a strong botany program uses a wide variety of collection-based resources. The ICTB through a collaborative approach will not have to build some of these expensive resources. FIU faculty will continue to use the facilities at FTBG including the herbarium, library and laboratories. The primary partner, NTBG, holds a rich botanical library, Loy McCandless Marks Botanical Library, and extensive herbarium of in the Botanical Research Center on Kauai. Similarly ICTB faculty has access to the library and herbarium of Fairchild Tropical Botanic Garden in Miami. The ICTB has unparalleled access to some of the richest plant collections in the world, most notably those of NTBG plus local collaborators at Montgomery Botanical Center and Fairchild Tropical Botanical Garden. Globally we

have collaborations with important tropical botany institutions, a prime example being Xishuangbanna Tropical Botanical Garden, Chinese Academy of Sciences, China (MOU established 2013).

8.2 Equipment.

Precise requirements for facilities and equipment will be determined during the design phase June - August 2014.

8.3 Operating Expenses.

Please refer to attached budget sheets for breakdown of expenses and income (Table 8). We request a return indirect rate of 15%.

- Salaries and Benefits: Covers the Director of ICTB, Strategic Advisor to the ICTB, Program Manager, Receptionist and Faculty
- Donor Events: A nominal amount to support development activities
- Insurance: Wind, fire, flood, liability and dwelling insurance coverage
- Sponsored Research Operating Costs: The remaining direct cost of research on existing awards less any salaries paid to ICTB faculty
- Instructional Costs – Workshops: Includes Facilitator cost, Workshop materials, Shared Services Fees 7%, University College Fee 1%, Bad Debt 0.06% and CAS/SEAS Dept. 6%
- Office Supplies: Basic supplies for running a center
- Utilities: Electricity, water and sewer, and garbage collection
- Property Operation & Maintenance: Yr1 and Yr2 estimate of costs associated with occupying the Kampong or other facilities as a pro rata share of utility expenses
- Telecom/Wireless expenses: communication and internet services
- Security: 24-hour security service if needed
- Shared Services Fee:
7% of operating expenses (excludes OCO) and covers the center's estimated share of the cost of HR, General Counsel, Controller, Financial Planning, and Facilities etc.

8.4. Speakers' Series and Annual Symposium

The ICTB will bring in 4 - 6 guest speakers per year. An annual symposium will be held in conjunction with the annual visit by the external members of the Academic Advisory Board.

8.5. Core Facilities

FIU: The Department of Biological Sciences has modern biology research and teaching facilities. In addition to individual researcher's laboratories, these include common-use areas for electron microscopy (SEM/TEM), tissue and cell culture, protein/DNA sequencing/synthesis, image analysis, animal care and aquaria facilities, radioisotope facilities, and darkrooms. Research instrumentation and equipment includes ultracentrifuges, scintillation counters, beta scanners, HPLC/GC, spectrophotometers (UV/vis, fluorescence). Computer access is available in laboratories, as well as wireless access on campus. Field vehicles of various types are available for terrestrial, freshwater and marine research off-campus. The Department also runs the Wertheim Plant Conservatory for teaching and public display, as well as two

contiguous research greenhouses with a growth chamber facility and head house (3080 sq. ft.), adjacent teaching garden (1190 sq. ft.), and aquatic plant research mesocosm area (1900 sq. ft.). Additional facilities available in or to faculty and student in the Department of Biological Sciences can be seen at <http://biology.fiu.edu/facilities/> . The botanical faculty on the FIU MMC campus have planted a number of palm and tree species of interest (http://biology.fiu.edu/links/campus_palm_guide.pdf , http://biology.fiu.edu/links/campus_tree_guide.pdf), and there is a Nature Preserve on campus (<http://gogreen.fiu.edu/topics/the-nature-preserve/index.html>).

The Kampong: The Kampong currently has a small teaching laboratory, two conference rooms, a large winter only seminar and hospitality facility, and a dormitory for students and visitor apartments/cottages. NTBG is planning a renovation of the main house at The Kampong, this to include fitting out rooms for conferences and seminars. A preliminary estimate of construction costs for the ICTB HQ at The Kampong is outlined in Table 6.

Table 6: ICTB HQ Construction Cost

| Description | Estimate | Year 1 | Year 2 |
|------------------------------------|--------------|--------------|--------------|
| Phase 1 | \$ 3,152,500 | \$ 1,576,250 | \$ 1,576,250 |
| FF&E | \$ 267,728 | \$ - | \$ 267,728 |
| Site Parking + Perimeter Areas | \$ 500,000 | \$ 300,000 | \$ 200,000 |
| Subtotal Buildout & Improvements | \$ 3,920,228 | \$ 1,876,250 | \$ 2,043,978 |
| Hard Cost Contingency (5%) | \$ 196,011 | \$ 93,813 | \$ 102,199 |
| Subtotal Hard Costs | \$ 4,116,239 | \$ 1,970,063 | \$ 2,146,177 |
| Architecture & Engineering | \$ 123,487 | \$ 59,102 | \$ 64,385 |
| Legal & Professional | \$ 41,162 | \$ 19,701 | \$ 21,462 |
| General & Administrative | \$ 41,162 | \$ 19,701 | \$ 21,462 |
| Media Equipment | \$ 87,000 | \$ 87,000 | |
| Telecom/Wireless/Security Hardware | \$ 97,000 | \$ 97,000 | |
| Soft Cost Contingency (12%) | \$ 493,949 | \$ 236,407.5 | \$ 257,541 |
| Subtotal Soft Costs | \$ 883,761 | \$ 518,911 | \$ 364,850 |
| Total Build Out | \$ 5,000,000 | \$ 2,488,973 | \$ 2,511,027 |

The ICTB will house lecture and seminar facilities, 3 dedicated laboratories and faculty offices, not exceeding 6 -7000 sq. feet. Precise program to be developed by architects after transfer of the allocated Hissar plots from NTBG to FIU by end of June 2014. A total of \$5 million has been generated from two philanthropic gifts, an initial challenge grant from the William R. Kenan, Jr. Charitable Trust Foundation and a matching gift from the Batchelor Foundation. The gifts are to fund the design, construction and fitting of the ICTB.

8.6. List all personnel, titles, time and effort to be committed to the proposed unit and the salary source for the time.

All faculty listed below have indicated an interest in being part of the ICTB. (Table 7).

Table 7: Core Faculty / Year 4 - 100% Staffing Levels

| FIU Core Faculty | Titles | Salary Source | % of Effort |
|---|------------------|----------------------|--------------------|
| TBD | Director of ICTB | E&G/C&G /Aux | 65%/10%/25% |
| Brad Bennett PhD | Professor | , E&G/C&G | 42%/8% |
| Eric Bishop von Wettberg PhD | Assoc. Professor | E&G/C&G | 42%/8% |
| Ken Feeley PhD | Assoc. Professor | E&G/C&G | 42%/8% |
| Javier Francisco Ortega PhD | Professor | E&G/C&G | 42%/8% |
| Suzanne Koptur PhD | Professor | E&G/C&G | 42%/8% |
| Hong Liu PhD | Assoc. Professor | E&G/C&G | 42%/8% |
| Jennifer Richards PhD | Professor | E&G/C&G | 42%/8% |
| Mike Maunder PhD (12 month contract) | Assoc. Dean | E&G | 0.10% |
| Faculty 1 | Professor | E&G/C&G | 42%/8% |
| Faculty 2 | Assoc. Professor | E&G/C&G | 42%/8% |
| Faculty 3 | Assoc. Professor | E&G/C&G | 42%/8% |

The ICTB faculty will offer workshops created and delivered by Core and Affiliate faculty.

8.7. Describe faculty relationships, released time agreements, and overhead recovery (F&A) sharing.

Faculty subject to differential assignments as determined by CAS and home departments. ICTB will be operated to ensure it runs as a breakeven facility and indeed it is planned that after an initial period of operation they will generate a surplus for CAS starting in Yr1 (Table 8). It is proposed that the ICTB be guaranteed from CAS and the Division of Research funds equivalent to (a) 10% of the faculty salary savings, and (b) 15% of the F&A costs of grants generated by ICTB members.

8.8. Designation of institutional stewardship: if the director leaves, will a new director be brought in?

Subject to the approval of the Provost, if ICTB Director leaves FIU the position will be refilled.

9. Quality Assurance Processes

9.1 Describe the processes that will produce evidence to demonstrate the quality of the unit, for example

The Director will file an annual report to be submitted to members of the Management Committee and the Academic Advisory Committee detailing the accomplishments of the Center relative to the mission and goals of the Center, CAS and FIU. The Academic Advisory Committee provides a unique opportunity for the ICTB to work with national and international leaders in tropical botany. As a BOG recognized center, the ICTB will provide regular performance based reporting to the BOG.

Table 8: ICTB P&L PROJECTIONS

| Revenue | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|------------------------------------|--------------------|----------------------|--------------------|--------------------|--------------------|
| E&G Salary Support | \$530,106 | \$584,920 | \$629,577 | \$661,043 | \$645,167 |
| Sponsored Research | \$312,413 | \$1,228,091 | \$1,289,496 | \$1,353,970 | \$1,421,669 |
| Foundation Grants | \$0 | \$150,000 | \$200,000 | \$250,000 | \$300,000 |
| Contributions (Cash) | \$0 | \$105,000 | \$140,000 | \$175,000 | \$210,000 |
| Instructional - Workshops | \$384,500 | \$442,000 | \$449,500 | \$464,500 | \$479,500 |
| PO&M | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Revenues | \$1,227,019 | \$2,510,011 | \$2,708,573 | \$2,904,513 | \$3,056,336 |
| Operating Expenses | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| <i>FTE's</i> | <i>5.60</i> | <i>6.10</i> | <i>7.10</i> | <i>7.60</i> | <i>7.60</i> |
| Salaries and Benefits | \$630,058 | \$762,106 | \$860,463 | \$929,836 | \$943,784 |
| <i>E&G Salaries</i> | <i>\$530,106</i> | <i>\$584,920</i> | <i>\$629,577</i> | <i>\$661,043</i> | <i>\$645,167</i> |
| <i>Sponsored Research Salaries</i> | <i>\$18,952</i> | <i>\$94,970</i> | <i>\$106,409</i> | <i>\$117,040</i> | <i>\$118,795</i> |
| <i>Auxiliary / Gift Funded</i> | <i>\$81,000</i> | <i>\$82,215</i> | <i>\$124,477</i> | <i>\$151,754</i> | <i>\$179,822</i> |
| Donor Events | \$15,000 | \$15,000 | \$15,000 | \$15,000 | \$15,000 |
| Insurance | | | \$16,000 | \$16,000 | \$16,000 |
| Sponsored Research Direct Costs | \$262,633 | \$1,071,637 | \$1,118,529 | \$1,169,145 | \$1,231,699 |
| Foundation Grant Field Expenses | \$0 | \$112,500 | \$150,000 | \$187,500 | \$225,000 |
| Instructional Costs - Workshops | \$169,390 | \$179,228 | \$180,512 | \$183,078 | \$185,645 |
| Office Supplies | \$1,500 | \$1,500 | \$1,500 | \$2,000 | \$2,500 |
| Utilities | | | \$38,090 | \$38,090 | \$38,090 |
| Property Operation & Maintenance | \$7,500 | \$7,500 | \$49,689 | \$49,689 | \$49,689 |
| Telecom/Wireless expenses | \$12,600 | \$12,600 | \$25,200 | \$25,200 | \$25,200 |
| Security | \$12,000 | \$12,000 | \$12,000 | \$12,000 | \$12,000 |
| College Overhead Fee | \$23,070 | \$26,520 | \$26,970 | \$27,870 | \$28,770 |
| Shared Services Fee | \$50,764 | \$56,749 | \$71,256 | \$76,147 | \$77,158 |
| Total Operating Expenses | \$1,184,515 | \$2,257,341 | \$2,565,208 | \$2,731,555 | \$2,850,535 |
| Operating Income | \$42,504 | \$252,671 | \$143,364 | \$172,958 | \$205,802 |
| <i>Margin on Operating Income</i> | <i>3%</i> | <i>10%</i> | <i>5%</i> | <i>6%</i> | <i>7%</i> |
| Depreciation | \$0 | \$63,820 | \$128,205 | \$128,205 | \$128,205 |
| Total Expenses | \$1,184,515 | \$2,321,161 | \$2,693,413 | \$2,859,761 | \$2,978,740 |
| Net Income | \$42,504 | \$188,851 | \$15,159 | \$44,752 | \$77,596 |
| Transfers In (Gifts) | \$5,000,000 | \$0 | \$0 | \$0 | \$0 |
| Transfers Out (Construction) | \$2,488,973 | \$2,511,027 | \$0 | \$0 | \$0 |
| Net Change in Assets | \$2,553,531 | (\$2,322,176) | \$15,159 | \$44,752 | \$77,596 |
| Beginning Fund Balance | \$0 | \$2,553,531 | \$231,355 | \$246,514 | \$291,266 |
| Ending Fund Balance | \$2,553,531 | \$231,355 | \$246,514 | \$291,266 | \$368,862 |

* Proposed three (3) new faculty lines will be filled subject to availability of funds and resources

Table 9: Resource Requirements

| TOTAL RESOURCE REQUIREMENT FOR THE PROPOSED NEW UNIT | | | | |
|---|---|------------|------------|------------|
| | <i>(Dollars in thousands)</i> | YR1 | YR2 | YR3 |
| 1. | Total Resources Requirements | 1,192 | 2,257 | 2,565 |
| 2. | Resources Available from Federal Sources | 305 | 1,167 | 1,225 |
| 3. | RESOURCES AVAILABLE FROM OTHER NON-STATE SOURCES | 392 | 697 | 790 |
| 4. | Existing State Resources | | | |
| 5. | Resources Available from Internal Reallocation | 530 | 585 | 630 |
| 6. | New State Resources Required | | | |
| | <i>Breakdown: New State Resources Required</i> | | | |
| 7. | FTE Staff | | | |
| 8. | Personnel Services | | | |
| 9. | Equipment and Instructional Needs | | | |
| 10. | PO&M | | | |

Table 10: Grants and Contracts Available in Year 1

| Award Title | PI Full Name | Originating Sponsor Name | Originating Sponsor Type | Award Action Direct Costs | Award Action F&A Costs | Award Actions Total Sponsor Costs | Project Start Date | Project End Date |
|---|----------------------|---------------------------------|---------------------------------|----------------------------------|-----------------------------------|--|---------------------------|-------------------------|
| Collaborative Research: Understanding range limits and plant migration in response to climate change in Neotropical montane forests | Feeley, Kenneth J | National Science Foundation | Federal | \$126,984.00 | \$33,016.00 | \$160,000.00 | 2013-03-15 | 2016-02-29 |
| CAREER: Measuring the thermal tolerances of individuals, populations, and species and predicting plant species' responses to climate change in the tropical Andes," is under the direction of Kenneth Feeley. | Feeley, Kenneth J | National Science Foundation | Federal | \$590,741 | | \$590,741 | 2014-08-01 | 2019-07-31 |
| Evaluating Effects of Fire Treatments on the Exotic Fuel Lygodium Microphyllum Growth and Reproductive Output | Richards, Jennifer H | National Park Service | Federal | \$114,051.92 | \$19,959.08 | \$134,011.00 | 2012-10-01 | 2015-09-30 |
| R-EMAP IV | Richards, Jennifer H | National Park Service | Federal | \$10,701.34 | \$1,872.74 | \$12,574.08 | 2013-07-03 | 2015-12-31 |

Table 10: Grants and Contracts Available in Year 1

| Award Title | PI Full Name | Originating Sponsor Name | Originating Sponsor Type | Award Action Direct Costs | Award Action F&A Costs | Award Actions Total Sponsor Costs | Project Start Date | Project End Date |
|---|----------------------|-----------------------------------|---------------------------------|----------------------------------|-----------------------------------|--|---------------------------|-------------------------|
| R-EMAP IV | Richards, Jennifer H | National Park Service | Federal | \$51,342.23 | \$8,984.89 | \$60,327.12 | 2013-07-03 | 2015-12-31 |
| R-EMAP IV | Richards, Jennifer H | National Park Service | Federal | \$92,089.30 | \$16,115.63 | \$108,204.93 | 2013-07-03 | 2015-12-31 |
| Conservation ecology of selected plants in Halmahera, Indonesia Graduate Assistantship for Melissa Abdo | Liu, Hong | Fairchild Tropical Botanic Garden | Foundation | \$23,460.00 | | \$23,460.00 | 2012-01-01 | 2015-08-31 |
| Conservation ecology of selected plants in Halmahera, Indonesia Graduate Assistantship for Melissa Abdo | Liu, Hong | Fairchild Tropical Botanic Garden | Foundation | \$102.36 | | \$102.36 | 2012-01-01 | 2015-08-31 |

Table 11: Detailed Description of ICTB FTE's


| DETAILED DESCRIPTION OF ICTB FTE'S (Year 4) 100% Staffing Levels | | |
|---|-------------------------------|--|
| POSITIONS | TOTAL ICTB FTE | % OF FTE COVERED ON G&C |
| Center Administrative Positions | | |
| ICTB Director (to be recruited) | .50 | 0.00% |
| Executive Strategic Advisor ICTB Dean Maunder PhD | .10 | 0.00% |
| Program Manager | 1.0 | 0.00% |
| Administrative Assistant | .50 | 0.00% |
| <i>Subtotal</i> | 2.1 | 0.00% |
| Faculty Positions | | |
| ICTB Director (to be recruited) | .50 | 25.00% |
| Brad Bennett PhD | .50 | 8.00% |
| Eric Bishop von Wettberg PhD | .50 | 8.00% |
| Ken Feeley PhD | .50 | 8.00% |
| Javier Francisco Ortega PhD | .50 | 8.00% |
| Suzanne Koptur PhD | .50 | 8.00% |
| Hong Liu PhD | .50 | 8.00% |
| Jennifer Richards PhD | .50 | 8.00% |
| New Faculty (Year 2) | .50 | 8.00% |
| New Faculty (Year 3) | .50 | 8.00% |
| New Faculty (Year 4) | .50 | 8.00% |
| <i>Subtotal</i> | 5.5 | 9.55% |
| Total | 7.6 | 6.91% |

APPROVAL FORM

Proposed Title: International Center for Tropical Botany


Proposed Implementation Date: July 1, 2014

Approval of this request for a new center or institute constitutes a commitment by the signatories that the proposed center or institute will adhere to the University and Board of Governors' Guidelines on Centers and Institutes and will support the mission and goals of the University.


Michael R. Heithaus Ph.D.
Director of the School of Environment Arts and Society
5/22/14
Date


Kenneth Furton Ph.D.
Dean, College of Arts and Sciences
5/22/14
Date


Andrés Gil, Ph.D.
Vice President for Research
5/22/14
Date


Kenneth A. Jessell Ph.D.
Senior Vice President and CFO
5-23-14
Date


Douglas Wartzok, Ph.D.
Provost and Executive Vice President
23v14
Date

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

June 12, 2014

Subject: Approval of Museum of Science, Inc. Joint Development and Operating Agreement

Proposed Board Action:

Approve the Museum of Science, Inc. (“Museum”) Joint Development and Operating Agreement; delegate to the University President the authority to finalize all exhibits and execute all documents related thereto; and approve the construction of the Batchelor Environmental Center at FIU facility on the North side of the Biscayne Bay Campus.

Background Information:

The Museum of Science, Inc. d/b/a the Patricia and Phillip Frost Museum of Science is a not-for-profit corporation located in Miami, Florida.

The Museum desires to collaborate with FIU in furtherance of the University’s teaching, research and public service missions, and to develop and construct a facility on a parcel of vacant land consisting of approximately 75,000 sq. ft. located on the North side of FIU’s Biscayne Bay Campus. The Museum will contribute to FIU \$5 million for the construction of the Facility through a generous donation received from the Batchelor Foundation, Inc., and the Facility will be designed and constructed to this budget. The Facility will consist of a LEED registered two-story building of approximately 3,000 gross square feet with an accessible roof for additional programming; a number of outdoor aviaries in a space consisting of approximately 72,000 sq. ft.; holding tanks and support areas for both quarantine, treatment and display of plants and animals; storage and loading areas.

The Facility will be used by FIU for its educational purposes and by the Museum for its animal care needs. The facility will be known as the Batchelor Environmental Center at FIU.

In addition to funding the construction costs, the Museum has agreed to cover the Facility’s on-going operating and maintenance expenses. The Museum has also agreed to provide FIU with space at its new Museum Park facility in downtown Miami, Florida in furtherance of the parties’ collaboration, once construction of the Museum’s new downtown facility is completed.

The Facility will provide FIU students a unique opportunity to gain hands-on experience with large marine animals and large birds. As such, it will attract outstanding students who would not normally consider FIU and provide experiences for pre-vet students with exotic animals that are rarely available on college campuses. The collaboration will provide classroom space for four new Professional Science Masters. The Museum will also recognize FIU as the primary academic partner in promotional and collateral materials, wherever FIU content or research is being demonstrated or displayed, and at the Museum Park facility and the Project Site. The Museum shall also include FIU research in Museum exhibits and related programming.

Legal Authority:

Florida Statute 1013.74(2)(a) provides the University Board of Trustees with the authority to approve the following fixed capital outlay projects:

“Construction of any new buildings, or remodeling of existing buildings, when funded from non-state sources such as federal grant funds, private gifts, grants, or lease arrangements if such grants or gifts are given for the specific purpose of construction.”

JOINT DEVELOPMENT AND OPERATING AGREEMENT

between

MUSEUM OF SCIENCE, INC. d/b/a

PATRICIA AND PHILLIP FROST MUSEUM OF SCIENCE

and

FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.

and

THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

This Joint Development and Operating Agreement (this "Agreement") is entered into as of April 25, 2014 (the "Effective Date") between the **Museum of Science Inc.**, a Florida not-for-profit corporation d/b/a the Patricia and Phillip Frost Museum of Science (the "Museum"), the **Florida International University Foundation, Inc.**, a Florida not-for-profit corporation (the "Foundation") and **The Florida International University Board of Trustees**, a public body corporate of the State of Florida ("FIU" or "University").

WHEREAS, the Museum is currently developing a new science museum and ancillary facilities, consisting of approximately 250,000 square feet of indoor space and approximately 100,000 square feet of outdoor space (the "MOS Project"), on four acres of property within Bicentennial Park (now known as Museum Park), in downtown Miami, Florida ("Museum Park Project");

WHEREAS, the Museum has a need for an ancillary facility to support its animal husbandry and veterinary needs and related research activities (the "Facility"), and desires to contribute up to \$5 million to the development, construction and fit-out of the Facility and otherwise collaborate with the University in support thereof;

WHEREAS, in furtherance of the University's teaching, research and public service missions, the University desires to work with the Museum to develop its academic and research collaboration with the Museum; develop and construct the Facility at the FIU Biscayne Bay Campus for the benefit of FIU and the Museum; and to permit the Museum to manage and operate and use the Facility along with FIU upon the terms and conditions described herein.

NOW THEREFORE, the parties agree as follows:

I. AGREEMENT CONTINGENCIES

The parties acknowledge and agree that this Agreement and the obligations herein are subject to and contingent upon each of the following conditions being satisfied: (i) the approval of the transaction by the University's Board of Trustees; (ii) approval of the transaction by the Board of Trustees of the Museum and the FIU Foundation, if necessary; and (iii) any other governmental or regulatory approvals that may be required, including but not limited to the State of Florida

Internal Improvements Trust Fund ("IITF") (collectively the "Contingencies"). Unless otherwise agreed to by the parties in writing, in the event that any of the Contingencies are not satisfied within 90 calendar days after the Effective Date, this Agreement shall be deemed null and void and the parties shall have no further obligations or liabilities hereunder. The parties recognize that should approval of the IITF be required, FIU shall be afforded any additional time that may be necessary to satisfy the Contingencies.

II. FACILITY

- A. The University shall make available the parcel of vacant land consisting of approximately 75,000 sq. ft. at FIU's Biscayne Bay Campus ("BBC"), approximately located in the area described more fully in Exhibit A hereto, to construct and operate the Facility (consisting of the FIU Property and Museum Equipment, as defined below) (collectively the "Project Site").
- B. Subject to the definitive scope of the project (as determined in accordance with Section III of this Agreement), the parties expect the Facility will consist of a LEED registered two-story building of approximately 3,000 gross square feet with an accessible roof for additional programming; a TBD number of outdoor aviaries in a space consisting of approximately 72,000 sq. ft.; holding tanks and support areas for both quarantine, treatment and display of plants and animals; storage and loading areas, up to four (4) designated parking spaces and access to additional metered or decal parking; vehicular access to public roads and marina facilities; and access to purified seawater. The building and any associated parking, storage and loading areas, utilities and other improvements constructed on the Project Site (the "FIU Property") will be owned by FIU, while the holding tanks, life support systems, aviaries and other equipment, furniture and fixtures associated with and located at the Project Site (the "Museum Equipment") will be owned by the Museum. At the expiration or earlier termination of this Agreement, the Museum shall not remove any equipment owned by the Museum that is necessary for the care of animals still remaining at the Project Site until the final disposition of the animals has been accomplished with disposition solely under the authority of the owner or permitted entity of the animals.
- C. Based upon the Museum's preliminary estimates, the Museum represents that the aggregate cost for the design, construction and equipping of the FIU Property and the Museum Equipment shall not exceed \$5 million and the Facility will be designed to this budget, including a design and construction contingency. The Museum will contribute up to the \$5 million to FIU to pay architects, engineers, consultants, contractors and vendors selected and engaged pursuant to Section III of this Agreement (collectively, the "Contractors") the fees, costs and expenses incurred in the design, development and construction of the FIU Property as and when due. FIU and/or the Foundation shall apply any such funds solely and exclusively in satisfaction of its obligations to the Contractors in respect of the FIU Property as and when due. The Museum shall separately acquire and install, or cause to be acquired and installed, the Museum Equipment within the \$5 million budget.

III. FACILITY PLANNING

- A. The Museum and FIU will work together to establish a mutually agreeable project scope and project time-line for the commencement and completion of the Facility. The parties shall use reasonable commercial efforts to complete the project scope and the mutually agreed project time-lines.
- B. The Museum acknowledges and agrees that FIU shall have no obligation or responsibility whatsoever to contribute any funds toward the project budget for the FIU Property or Museum Equipment. In the event the estimates for design, construction, and equipping of the Facility exceed the available funds, the parties shall work together to adjust the project scope to complete the project within the \$5 million project budget, unless the Museum provides additional funding to cover such project costs. Except for the expenditure of funds contributed to FIU or the Foundation by or on behalf of the Museum in respect of the FIU Property, FIU and the Foundation shall have no liability or obligation whatsoever to expend any funds to design, construct and equip the FIU Property, as the Museum shall be solely responsible for all such costs. In the event the Museum is unable to adjust the project scope or identify sufficient funds for the design, construction and equipping of the FIU Property, then either party may terminate this agreement upon written notice to the other party and neither party shall have or owe any further obligation to the other party.
- C. FIU will engage the Contractors for the design, development and construction of the FIU Property; provided, however, the Museum shall have the opportunity to provide input as to vendor-related matters and shall participate as a member of any Selection Committee that may be convened in accordance with FIU's policies and procedures. FIU shall coordinate its efforts with the Museum and keep the Museum reasonably informed of the proposed terms and conditions of agreements with the Contractors prior to FIU entering into agreements with the Contractors. FIU shall not award any contract for the construction of the FIU Property unless all funds for that scope of work of the FIU Property have been received by FIU or the Foundation. FIU Facilities Management staff will manage the design and construction of the Project and charge its standard 3% construction management overhead fee.
- D. The Museum will be solely responsible for the acquisition and installation of the Museum Equipment; provided, however, that with respect to any work to be performed on or relating to the Project Site or the FIU Property, the Museum shall coordinate all such efforts with FIU in advance and shall develop all proposed plans and specifications related to the Museum Equipment with input from FIU and in accordance with the provisions of this Agreement.
- E. The design, construction and equipping of the FIU Property and the installation of the Museum Equipment shall comply with all applicable laws, FIU regulations, policies and procedures, including but not limited to FIU design and construction standards which are shown on FIU Facilities Management Website at: <http://facilities.fiu.edu/planning/regulations.htm> and <http://facilities.fiu.edu/formsandstandards.htm> (hereinafter, collectively referred to as the "Facilities Management Website") and, as relates to the animal care use of the facilities, all applicable laws and regulations pertinent to such use.
- F. The design for the Facility and material components therein shall be developed collaboratively with input, review and approval of the Museum, subject to final approval by

FIU, including but not limited to the design and engineering specifications for improvements, tanks and tank waterproofing, all wildlife support systems and other mechanical, electrical and plumbing systems and all signage and interpretive design elements, provided, however, that all aspects of the project must adhere to FIU's requirements or standards and FIU shall have final approval of all plans and specifications. The FIU Property will be designed to meet AZA, USDA, NMFS, FFWWS and other regulatory standards governing such organizations, as well as the standards pertaining to animal care facilities set forth in Section VIII below. The FIU Property shall be designed to be compatible with the BBC campus property, as reasonably determined by FIU. The architect for the Facility shall take into account the architectural designs and ambiance at BBC, the location of the Project Site, and the necessity that the final design complements other buildings and facilities in the surrounding area.

- G. Each party agrees to immediately notify the other parties if it becomes aware of the potential for a construction delay. The parties shall use best efforts to work together to avoid delays in construction. FIU shall have no responsibility or liability whatsoever for any construction-related delays, other than any such non-concurrent, non-excusable delays that are caused by a default by FIU under the terms of this Agreement or any agreement between FIU and a Contractor.

IV. OWNERSHIP AND USE OF THE FACILITY

- A. The FIU Property and the Project Site shall be owned and used by FIU primarily for the educational purposes outlined in Exhibit B hereto, including access to scheduled classroom space at the Facility for four new professional science masters, research, summer camps and other outreach purposes, and as a conservation center.
- B. Subject to FIU's use of the FIU Property and the parties' coordination of their respective activities in accordance with this Agreement, FIU hereby grants to the Museum an exclusive license to use and operate the FIU Property and the Project Site in collaboration with FIU as an ancillary and complementary off-site facility that is open to the public and used primarily to (i) quarantine, hold and/or display the Museum's corals, fish and other aquatic plants and animals at the Museum's sole cost and expense; (ii) quarantine, hold and/or display the Museum's birds, other animals and plants at the Museum's sole cost and expense; (iii) house the Museum's ongoing raptor rehabilitation program at the Museum's sole cost and expense; and (iv) facilitate the expansion of the Museum's volunteer environmental restoration work and the parties' educational programming in accordance with internationally recognized best practices for comparable facilities. The Museum hereby grants to FIU an exclusive license to use and operate the Museum Equipment (subject only to the use of the Facility by the Museum as contemplated in this Agreement) for instructional, research and outreach purposes and as a conservation center. Except as specified herein, no party shall use the Facility for any other purposes without the prior written consent of the other party, which consent may not be unreasonably withheld.
- C. FIU and the Museum shall each use and occupy the Project Site in a careful, safe and proper manner, in compliance with the requirements of this Agreement and in compliance with all applicable State of Florida, local and federal laws, ordinances, rules, codes, directives, guidelines, and regulations and the requirements for the accreditations pertaining to the animal care and use described in Section VIII of this Agreement (collectively referred to in

this provision as "Regulations/Requirements"), including but not limited to the Regulations/Requirements of the Florida Board of Governors regulations, and accreditation requirements. FIU and the Museum shall each maintain areas it uses in a clean and safe condition.

- D. Neither FIU nor the Museum shall do or permit any act or thing which is contrary to the Regulations/Requirements, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Project Site or any part thereof, or which would impair the value of the Project Site or any part thereof.
- E. The Museum's use of the Project Site shall be for a term of 30 years commencing on the substantial completion of the Facility and ending 30 years thereafter (the "Use Period"). This Agreement may thereafter be renewed on mutual agreement of the parties. Following the expiration of the Use Period or any renewal period under this Agreement, the Facility may be used in furtherance of FIU's environmental conservation, environmental research or environmental educational purposes.
- F. In the event the use of the Project Site by the Museum requires any governmental approvals, including but not limited to zoning approval, the Museum shall be solely responsible for obtaining such approvals as a condition of its use of the Project Site. In the event the use of the Project Site by FIU requires any governmental approvals, including but not limited to zoning approval, FIU shall be solely responsible for obtaining such approvals as a condition of its use. In furtherance of the parties' cooperative efforts, each party agrees to assist and support the other party in obtaining any governmental approvals that may be required.
- G. The parties shall establish an Advisory Committee of seven (7) members, with three (3) members appointed by the Dean of the College of Arts & Sciences; three (3) members appointed by the Museum Chief Executive Officer; and one (1) member selected jointly by the Dean and the Museum Chief Executive Officer. The Advisory Committee shall assist with scheduling and coordination of the parties' respective activities at the Project Site, and shall serve as a resource to the parties with respect to the operations of the Project Site, development of joint programming, fundraising and community outreach efforts. In order to permit the parties to plan and budget effectively, the Advisory Committee will meet at least annually to identify the current and planned areas of collaboration and/or work plans for activities at the Project Site.
- H. The parties recognize that the Museum's reasonable animal husbandry, veterinary and conservation needs shall guide the parties' respective programming efforts and use of the Project Site. In the event of a scheduling conflict, the Museum and FIU agree to negotiate in good faith to resolve the conflict. In making its final decisions as owner of the Project Site, FIU Property and campus, FIU shall provide due consideration for the Museum's reasonable animal holding and veterinary needs.
- I. The Museum and FIU shall reasonably cooperate with each other to ensure that each party's use and enjoyment of the Project Site and the areas surrounding same are interfered with as little as reasonably possible during any party's use thereof, as applicable.
- J. The parties agree to collaborate to maximize the potential of the Project Site, which may

include, but is not limited to, (i) the preparation and submission of joint grant applications for research projects, (ii) the organization and conduct of joint research projects, (iii) the organization and conduct of restoration projects of coastal lands, (iv) the organization and conduct of classes for students and summer camps, and (v) the offering of professional development opportunities and internships, with the revenue and costs associated with any such initiatives allocated between the Museum and FIU on a project-by-project basis. The parties may develop joint fundraising efforts to the extent such activities are appropriate to facilitate and support specific collaborative projects that are consistent with each party's educational, research and/or public service mission, including but not limited to creating separate fund(s) within the Foundation to hold any donations made for the benefit of the parties' joint projects.

- K. FIU and the Museum shall collaborate on formal and informal academic programs to be delivered at the downtown Museum Park Project, as outlined in Exhibit B. To avoid interruptions of Museum programming, the scheduled space and times of FIU classes or other activities will be negotiated by the Advisory Committee prior to its commencement.
- L. FIU shall be solely responsible for all of its curriculum and academic program development, in accordance with applicable law and accreditation requirements. At FIU's sole discretion, FIU may establish or designate its activities at the Project Site as an academic center of FIU under the College of Arts & Sciences in accordance with all applicable FIU regulations or policies. FIU agrees to explore the possibility of extending courtesy research appointments for qualified Museum researchers, in accordance with FIU policies and procedures and academic requirements.

V. FACILITY OPERATING COSTS

- A. FIU shall be solely responsible for all programming costs associated with its academic or other FIU activities conducted at the Project Site. FIU shall be responsible for any incremental costs associated with FIU's specific use of the Museum's animals or the Museum Equipment when such use falls outside of the Museum's planned operating needs. The Museum shall be solely responsible for all costs associated with its operation and use of the Project Site, including but not limited to its animal care or rehabilitation activities at the Project Site, and for costs associated with the management, maintenance and operation of the Facility as specified herein.
- B. Each party shall be entitled to retain the revenue generated by each such party from its activities at the Project Site and shall conduct all of its activities at the Project Site at its sole cost and expense. Except as specified herein as to each party's payment of its costs and expenses, the Museum shall not be charged by FIU for its use of the FIU Property or Project Site and FIU shall not be charged by the Museum for its use of the Museum Equipment.
- C. The Museum shall be solely responsible for management, operation and maintenance of the Project Site, including common areas, and payment of associated expenses, including but not limited to the Museum's animal care activities as set forth in Section VIII below, security, maintenance, janitorial, waste disposal (including hazardous waste disposal), pest control, environmental health & safety, electrical and lighting, plumbing, air conditioning, ventilating,

inspections, telephone and internet, equipment, supplies, signage, fire detection and sprinkler systems, utility services (including, without limitation, electricity, stormwater, purified seawater, water, gas and sewage), and any other cost or operational expense of any other nature occasioned by the use of the Project Site. In the event the Museum fails to meet FIU standards for building and grounds maintenance, FIU will provide notice to the Museum and the Museum will be given a reasonable time to meet this requirement. FIU will not be responsible to cover any maintenance-related costs, including costs associated with meeting FIU's building and/or grounds maintenance standards, except for costs incurred solely for the benefit of FIU and at FIU's request. In furtherance of the parties' collaboration, FIU and Museum agree to annually coordinate the costs and expenses associated with their respective activities at the Project Site, to ensure the parties' ability to budget for and fund their respective obligations with regard to the use of the Project Site.

- D. The Museum shall also be responsible for common area operating expenses, which shall be defined herein as all costs and expenses incurred by Museum and disbursements which Museum shall be required to pay relating to the management, operation, replacement, repair, and maintenance of common areas servicing the Project Site, including:
- 1) The operation, repair and maintenance, in neat, clean, good order and condition of the following: (a) the common areas and the common area improvements, including loading and unloading areas, trash areas, walkways, landscaped areas, common area electrical and lighting facilities, fences, gates, elevators, stairwells, roof and roof drainage systems; plumbing, air conditioning, ventilating, inspections, normal wear and tear repairs, replacements or like expenses; (b) repairs, restoration or other work occasioned by fire, windstorm, or other casualty after proceeds from any insurance is first deducted; (c) exterior signs and directories; and (d) fire detection and sprinkler systems.
 - 2) The cost of water (domestic water and sewer), chilled water, gas, electricity, and telephone to service the common areas and any utilities not separately metered, trash disposal for common areas, pest control services, property management and security services, and the costs of any environmental inspections.
 - 3) Reserves set aside for maintenance and repair of common areas.
 - 4) The costs of the premiums for the insurance coverage Museum is required to pay to protect the FIU Property and the Project Site.
 - 5) Any deductible portion of an insured loss concerning the FIU Property and the Project Site.
 - 6) Notwithstanding the above terms, the Museum shall be solely responsible for any and all excess common area operating expenses incurred solely in connection with and unique to the operations of the Museum outside of normal usage during Facility operating hours and FIU shall be solely responsible for any and all excess common area operating expenses incurred solely in connection with and unique to the operations of FIU outside of normal usage during Facility operating hours.

- E. At the request of the Museum, FIU will pump salt water from FIU's Marine Science Building to circulate into the Museum's saltwater holding tanks at the Project Site. The Museum shall be responsible for all costs associated with the connection of the water system at the Project Site to the FIU salt water pump at FIU's Marine Science Building. At the request of the Museum, the Museum and FIU shall confer as to the how the water connection will be effectuated between the two facilities. The Museum shall reimburse FIU for the costs associated with the same. FIU shall have no liability for, and the Museum hereby holds FIU harmless, for any damages or claims resulting from the Museum's use of FIU's saltwater as set forth above.
- F. Each party shall be responsible for any taxes or fees which may accrue as a result of its use of the Facility.

VI. GENERAL OPERATIONAL REQUIREMENTS

- A. Open for Business: The Facility shall be open to the public [Monday - Sunday, 9 a.m. to 6 p.m., unless otherwise agreed to by the parties.
- B. Museum Services: Museum shall provide routine property management, maintenance, cleaning and janitorial services for the Project Site, consistent with FIU facilities management standards and the processes and procedures required to maintain AZA accreditation and best practices necessary for animal care at the Facility. Neither party shall be in breach of this Agreement or liable to the other party for damages or otherwise for any failure to furnish, or a delay in furnishing, or a change in the quantity or character of any service when such failure, delay or change is occasioned, in whole or in part, by repairs, improvements or mechanical breakdowns by the act or default of the other party, any third-party or by an event of Force Majeure. No such failure, delay or change shall relieve either party from performing any other obligations of that party under this Agreement without any deduction or offset. Should any equipment or machinery furnished by either party break down or for any cause cease to function properly, the party furnishing the equipment or machinery shall use reasonable diligence to repair same promptly, but neither party shall have any claim for abatement of amounts otherwise due under this Agreement or damages on account of any interruption of service occasioned thereby or resulting therefrom. Except as otherwise specifically agreed to by separate written agreement, FIU shall not be required to furnish any additional services for or in the Facility. The Museum shall be responsible for the oversight, maintenance and repair of the Museum Equipment and/or any other Museum-owned equipment at the Project Site, including but not limited to, equipment used by the Museum to house and care for its animals. The Museum shall obtain its own contractors for the janitorial services and other maintenance-related services for which Museum is responsible under this Agreement, provided the contractors meet all applicable FIU requirements, and shall be solely responsible for all costs associated with the same. FIU shall have no liability for any damages resulting to the Museum, including but not limited to, any damages to the Museum's animals housed at the Project Site, if such damages are caused as a result of maintenance services, janitorial services or other services contracted by the Museum or as a result of the failure of the Museum's equipment for any reason, including but not limited to, equipment failure due to a Force Majeure event or equipment failure caused by the Museum's failure to properly maintain its equipment.

- C. Access to Facility: The Museum staff and invitees will have access to the Facility on a 24 hours per day, seven days per week, 365 days per year basis, in accordance with the provisions set forth herein. All visitors to the Facility shall adhere to and observe all applicable laws, rules, regulations, and policies which govern FIU property. FIU may, at any time and for any reason, require that FIU, the Museum or other authorized personnel, vacate the Project Site for a limited period of time (it being understood that FIU will use its reasonable efforts to provide the Museum with advance notice of any such requirement and any such requirement will be of limited duration and not unreasonably interfere with the operations of the Museum at the Project Site).
- D. Parking: The Museum shall be entitled to up to four (4) dedicated parking spaces, with the costs to be included as part of the Facility construction budget. Museum employees shall be entitled to purchase parking decals at the applicable administrative rate in effect at the time of purchase, on an as-needed basis, from FIU Parking and Transportation on the same terms and conditions as FIU administrative employees and in accordance with the FIU Parking Regulation FIU-1105, as may be amended from time to time, located at: <http://regulations.fiu.edu/regulation>. Visitor spots with parking meters are also accessible at FIU; provided, however, to the extent the Project Site includes parking areas, any such parking areas will be designated for the exclusive use of the Museum and its invitees and at no additional charge to the Museum or any such invitees. FIU makes no warranty or representation whatsoever that the Project Site shall be large enough to accommodate any exclusive designated parking for the Museum or its invitees other than the 4 dedicated parking spaces referenced above. The Museum recognizes that parking facilities of FIU are operated on a first come, first served basis. The Museum and its employees shall be required to comply with the FIU Parking and Transportation regulations, policies, and procedures which are available on-line at the FIU Parking and Transportation website.
- E. Installation/Removal of Improvements, Fixtures and Machinery/Equipment: The Museum shall coordinate with FIU Facilities Management Department and the FIU Environmental Health and Safety Department at <http://ehs.fiu.edu> (if applicable) and the FIU Animal Care Facility (if applicable) prior to installing machinery and equipment necessary or desirable to conduct its business at the Project Site (including the Museum Equipment). FIU shall appoint the liaison(s) to coordinate these activities; the liaison for the Animal Care Facility is identified in Section VIII below. The Museum shall be solely responsible for any and all costs and expenses pertaining to the installation of its machinery and equipment within the Project Site (with the initial cost included within the \$5 million overall budget). All trade fixtures, including tanks, LSS equipment, animal enclosures, furniture, furnishings and signs installed in or to the Facility by the Museum and paid for by the Museum (including the Museum Equipment) shall remain the property of the Museum and may be removed by the Museum at any time, provided, however, that the Museum shall repair any damage caused by such removal. If the Museum fails to remove such items from the Facility within sixty (60) days following the expiration or earlier termination of this Agreement, all such trade fixtures, furniture, furnishings and signs shall become the property of FIU, unless FIU elects to require the removal in which case the Museum shall promptly remove the same and restore the Facility to its prior condition or FIU shall itself provide for the removal and shall charge the Museum for the costs related thereto.

- F. Promotion, Signage and Advertising: The Facility shall be named, and operate under the name, "[The Bachelor Environmental Center at FIU]" and any such name or logo for the Facility shall include reference to "The Patricia and Phillip Frost Museum of Science." The Museum shall not, without having first obtained FIU's prior written consent, place, erect, or maintain or suffer to be placed, erected or maintained on any doors or any other exterior surface or any roof of the Facility or any vestibule, or anywhere outside of the Facility, any sign, lettering, decoration or advertising. All Museum signage shall be at Museum's sole cost and expense. Such signs, lettering, decoration or advertising will only be permitted if in conformity with applicable laws, FIU contractual obligations, University Aesthetic Standards, and other applicable FIU requirements of campus-wide application. Upon the expiration or earlier termination of this Agreement, the Museum shall remove all such signs and other items and repair all damage caused by such removal. Such signs or items shall relate solely to the business of the Museum permitted hereunder and shall be at Museum's sole cost.
- G. Security: The design of the Facility shall include specifications for the security in and about the Project Site and the Facility, including limitations on access to the various components and areas of the Facility, and the parties will agree from time to time on the equipment, procedures and regulations to be implemented and maintained in order to secure the Project Site. The Museum shall provide for limited card access control to entry points to the Facility. To the extent the Museum desires any additional security equipment or measures, Museum shall be solely responsible for paying for the costs associated with such security equipment or measures. FIU, however, shall have no liability to the Museum, its employees, agents, invitees or licensees for losses due to theft or burglary, or for damages done by unauthorized persons on the Facility and neither shall FIU be required to insure against any such losses. Each party shall cooperate fully in their joint efforts to maintain security in the Facility and shall follow all regulations promulgated by FIU with respect thereto.
- H. Security of Personal Property: Each party shall be responsible for the security of any personal property or information placed in the Project Site by its employees, representatives or invitees. No party shall have any liability to any other party or other agents or invitees with respect to such personal property or information, whether arising by reason of any casualty, damage, theft, loss, disclosure of personnel's confidential, business or other information, or any other cause.
- I. No Smoking Policy: FIU is a non-smoking University and smoking is prohibited everywhere on campus, including the Facility and surrounding areas.
- J. Concessions: FIU has the right to operate and receive income from food and beverage concessions, franchises, coin operated equipment or machines of a similar nature that FIU may choose to operate in the Facility at prices established by FIU.
- K. Hazardous Substances: No dangerous or hazardous substances shall be located in the Facility, unless handled pursuant to established FIU environmental health and safety protocols or practices. FIU, the Museum or other authorized personnel shall neither conduct nor allow any activity or condition in the Facility that is unlawful, that in FIU's reasonable judgment increases the risk of harm to any person or the Facility beyond the minimal risk normally associated with activities similar to the uses herein, that would create a nuisance

or trespass, that would disturb, interfere with, or impair the use or operation of the Facility, or that, in any manner, would vitiate the insurance or increase the rate of insurance on the Facility or any part thereof. Prior to the disposal of hazardous substances or materials, the Museum must coordinate with the FIU Environmental Health and Safety Department ("EHS") to ensure that the Museum's process and safety plans comply with FIU EHS requirements. All disposals of hazardous substances or materials must be completed in compliance with Applicable Laws and FIU Requirements.

- L. Key Control: At all times during the term of this Agreement, if applicable, the Museum shall abide by FIU's key control policy. The Museum shall not at any time issue keys for or change any locks pertaining to the Facility without the prior written consent of FIU.
- M. FIU Police: The Museum acknowledges and agrees that FIU Police Department shall exercise primary police authority over the Project Site and shall have access to the Project Site at all times. If Museum provides for any specific security at the Project Site, any such security efforts shall be coordinated with the FIU Police Department.
- N. Information Technology: The Museum is solely responsible for providing the Museum's IT services at the Museum's sole cost and expense, subject to the Museum's compliance with the terms herein. However, the Museum shall coordinate with the FIU Division of Information Technology prior to instituting any steps (i.e. installation, access, connection and use) to service the Facility with Information Technology. For purposes of this provision, "Information Technology" includes but may not be limited to: the internet; phone/phone services; and wireless connectivity. The FIU Division of Information Technology at: <https://cleanaccess.fiu.edu/handles> FIU Information Technology. The Museum shall also be required to abide by all applicable requirements/restrictions pertaining to Information Technology as shown on the FIU Division of Information Technology website.

VII. INSURANCE

- A. The Museum shall, after the Facility is constructed, obtain and maintain, at its sole cost and expense, policies of insurance covering its activities arising under this Agreement, as follows:
 - 1. Worker's Compensation and Employer's Liability Insurance: Worker's compensation insurance shall be obtained in accordance with Chapter 440 Florida Statutes with the prescribed limits of liability for all employees who will be working at the Project Site whether working for the Museum or any subcontractor.
 - 2. Commercial General Liability Insurance: Commercial general liability insurance including damage to rented premises, products - completed operations and contractual liability. Limits of coverage shall be at least \$1,000,000.00 each occurrence limit for bodily injury and property damage liability, and \$3,000,000 aggregate limit. The policy shall carry an endorsement which names the Florida International University Board of Trustees, Florida International University, the State of Florida, the Florida Board of Governors, and their respective trustees, directors, officers, employees and agents named as "Additional Insureds." The

policy shall be primary and any insurance carried by FIU shall be non-contributory.

3. Comprehensive Automobile Liability Insurances: All owned, hired, leased or non-owned vehicles used by the Museum shall be covered. Policy limits shall be at least \$2,000,000.00 each occurrence combined single limit for bodily injury and property damage liability.
 4. Property Insurance: Insurance covering all of the Museum's personal property at the Project Site, including but not limited to furniture and fixtures, machinery, equipment, stock, and any other personal property owned and used by the Museum and found in, on, or about the Facility. Property forms will provide coverage on a broad form basis insuring against "All Risks of Direct Physical Loss."
- B. The Museum hereby waives all rights to recover against FIU for any loss or damage to property arising from any cause that would be covered by any insurance required or actually carried under this Agreement. The Museum will cause its insurers to issue appropriate waiver of subrogation rights endorsements, and shall supply FIU with appropriate information from its insurers confirming such waiver to be in effect.
- C. All policies of insurance provided for herein shall be issued by insurance companies authorized to do business in the State of Florida and with general policy holder's rating of not less than A- and a financial rating of not less than Class VIII as rated in the most current available "Best's" insurance reports. Certificates of insurance shall be delivered to FIU prior to the Museum's use of the Facility, and thereafter certificates of renewal policies shall be delivered upon expiration of the term of each existing policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by the Museum in like manner and to like extent. All policies of insurance shall carry an endorsement to contain a provision that the company writing said policy will endeavor to give to FIU thirty (30) days' notice in writing in advance of any cancellation or lapse or of any reduction in the amounts of coverage.
- D. The Museum shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of Museum's operations within the scope provided for under the Agreement, and shall cooperate in all litigated claims and demands, arising from said operations, which its insurance carrier or carriers are requested to respond.
- E. In addition to the insurance required to be obtained and maintained by the Museum, if the Museum assigns any portion of the duties under the Agreement in accordance with the terms thereof, each subcontractor or assignee is required to purchase and maintain insurance coverage that adequately covers each subcontractor's or assignee's exposure based on the type of services they are providing in connection with this Agreement.
- F. The absence of a demand for any type of insurance certificates or policy or insurance condition or for higher coverage limits shall not be construed as a waiver of the Museum's obligations to carry and maintain the appropriate types of insurances at limits that are appropriate to the

liability exposure associated with this Agreement. FIU does not represent that coverage and the limits specified herein will necessarily be adequate to cover the Museum's liability.

G. If the Museum fails to secure and maintain insurance policies complying with the provisions of this Agreement, FIU may terminate this Agreement in accordance with Section XIII A. The Museum shall increase and/or carry such additional insurance which may be required to meet any requirements of applicable laws. FIU recommends that the Museum obtain and maintain a policy of business interruption insurance. In addition, the liability insurance requirements herein shall be reviewed by the parties every five (5) years for the purpose of increasing (in consultation with their respective insurance advisors) the minimum limits of such insurance to limits which shall be reasonable and customary for similar facilities of like size and operation in accordance with generally accepted insurance industry standards.

H. The University shall, after the Facility is constructed, provide the following coverages:

1. Pursuant to Chapter 284, Florida Statutes, and any rules promulgated thereunder, the University, at the University's expense, shall maintain property coverage from the State Risk Management Trust Fund for property owned by the University.
2. Pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder, the University, at the University's expense, shall maintain general liability insurance with limits of liability for bodily injury, property damage and wrongful acts or omissions of not less than US \$200,000.00 for each person and US \$300,000.00 for each occurrence.

VIII. ANIMAL CARE AT THE FACILITY AND MUSEUM RESEARCH EFFORTS

- A. Only animals owned by, or legally in the possession of, the Museum shall be located or housed at the Project Site by the Museum. The Museum shall have the sole and complete responsibility for the use, care and housing of the Museum's animals at the Project Site at all times and shall be responsible for all costs associated therewith. The Museum will care for and use the animals in ways that are scientifically, technically and humanely appropriate according to state and federal laws and regulations and applicable guidelines. No FIU owned animals will be located at the Project Site.
- B. At the Museum's option and at the Museum's sole expense, the Museum may seek to obtain and maintain accreditation for the Museum's operations at the Project Site from the Association of Zoos and Aquariums (AZA) or from any other accrediting body as the Museum desires. The Museum shall be solely responsible for all costs and expenses incurred in relation to obtaining and maintaining any such accreditation and the Museum shall pursue and maintain such accreditations solely as relates to the Museum operations and not in any way whatsoever on behalf of FIU unless FIU agrees otherwise in writing. Should any issues of noncompliance arise that require the Museum to provide reporting to the AZA or to any other accreditation or regulatory body having oversight of the Museum's animal care, use and housing at the Project Site, the Museum shall provide a copy of such reporting to FIU. The Museum shall take immediate steps to remedy the noncompliance that required the reporting and shall advise FIU of the remediation undertaken. If necessary, FIU shall report

the situation to FIU's own animal care, use and housing regulatory or accreditation bodies.

- C. FIU maintains an accreditation from the Association for Assessment and Accreditation of Laboratory Animal Care International (AAALAC) and holds an Office of Laboratory Animal Welfare (OLAW) Public Health Service (PHS) Assurance, and a United States Department of Agriculture (USDA) Registration. All of the foregoing shall be maintained for FIU's benefit as FIU solely determines and shall not inure to the benefit of the Museum. The Museum is not relying upon any of the foregoing accreditation, assurance or registration in entering into this Agreement.
- D. The Museum and FIU shall confer during the development of the plans and specifications for the Facility to ensure that such plans and specifications include items appropriate for the animal holding and care needs of the parties as well as specifications that may be needed to obtain and maintain the AAALAC and AZA accreditations set forth in this Agreement.
- E. The FIU contact for discussion with the Museum regarding items pertaining to the animal care and use at the Project Site, including but not limited to, the discussions regarding the Facilities plans and specifications set forth above, shall be ____.
- F. Prior to the Museum housing any animals at the Project Site, the Museum and FIU shall confer to ensure that all required processes and approvals are in place as required by FIU policies and procedures for the location of the animals at the Project Site. Once FIU approval for the animal occupancy is granted by FIU, the Museum may move animals in or out of the Project Site as needed by the Museum.
- G. All research, research training, experimentation, teaching or biological testing not considered to be routine and generally accepted animal husbandry or veterinary protocols for routine care or for related purposes conducted at the Facility either solely by FIU or jointly by FIU and the Museum shall be conducted only on Museum animals with Museum approval and shall be conducted in accordance with FIU policies and procedures and must have prior approval by the FIU Institutional Animal Care and Use Committee (IACUC) before the same may commence and the same shall be conducted only in accordance with the FIU approved IACUC protocol. For research, research training, experimentation, teaching or biological testing or for related purposes conducted jointly by FIU and the Museum, the Museum's IACUC may also have oversight of the particular project if the parties agree.
- H. All research, research training, experimentation, teaching or biological testing not considered to be routine and generally accepted animal husbandry or veterinary protocols for routine care or for related purposes conducted solely by the Museum shall be reviewed and approved by the Museum's IACUC.
- I. The personnel who will be responsible for the care and housing of the Museum's animals at the Facility shall at all times be employees of the Museum and the Museum shall have sole and complete oversight of such employees and shall ensure that such employees comply with all regulatory requirements, including but not limited to OSHA requirements.

- J. In the event that there is a Force Majeure event, the Museum will have sole responsibility for the appropriate housing or transportation of its animals at or from the Project Site and shall solely be responsible for all costs associated with the same.
- K. Notwithstanding anything to the contrary in this Agreement, the Museum staff and invitees will not have access to the portion of the Project Site used solely by FIU for FIU's animals except in accordance with FIU policies and procedures or as permitted by authorized FIU personnel.
- L. FIU's IACUC will conduct semi-annual reviews and inspections of the areas at the Project Site that involve FIU related animal research, research training, experimentation, teaching, or biological testing to ensure that the same does not negatively impact FIU's AAALAC accreditation, OLAW PHS Assurance or its USDA Registration. Should FIU discover any matter during such reviews that could negatively impact FIU, then FIU shall communicate the same to the Museum and the parties shall confer to remedy the matter. If the matter cannot be remedied to the parties' mutual satisfaction, then the Museum shall refrain from continuing with the noncompliance until an opinion from the appropriate regulatory or accreditation body may be obtained. The Museum shall abide by the determination of such regulatory or accreditation body unless such determination conflicts with the Museum's existing permit requirements, accreditation standards or governing regulatory agency requirements which will govern the care of the animals under the Museum's control and ownership.
- M. Collaborative Research between FIU and the Museum or Third Party Funding Proposals.
1. FIU and the Museum agree to work with each other to effectively and efficiently identify, analyze and explore collaborative research efforts in technical areas that further each other's missions.
 2. The parties intend to notify each other of projects on which they can collaborate and provide each with the necessary information and support reasonably requested by the other party to facilitate the purposes of this Agreement. Nothing contained in this Agreement shall limit the right of either FIU or the Museum to enter into research or other agreements either individually or with third parties for any work.
 3. Except as set forth in this Agreement, each party shall bear its own costs for its research efforts with respect to this Agreement and no party shall provide any monetary support to any other party relative to any research efforts except as may be set forth in a separate research agreement between the parties.
 4. To the extent that the Museum and FIU identify third party funding opportunities for collaborative research efforts that are of mutual interest, the parties will mutually determine the manner in which to pursue any such proposal effort. To the extent that the parties agree to pursue research between themselves without any external funding, they shall, for each such research project, mutually determine the manner in which the research project shall be pursued and the

parties, if deemed appropriate, shall enter into a separate research agreement for the same.

N. Intellectual Property

1. "Intellectual Property" means all inventions, discoveries, processes, methods, compositions, formulae, procedures, protocols, techniques, results of experimentation and testing, information and data, whether patentable or not, patents, designs (whether registered or unregistered and including semiconductor topographies), utility models, copyright and database right, trademarks and service marks (whether registered or unregistered), trade names and domain names, trade secrets rights in goodwill, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature including without limitation all rights to the grant of and applications for the same and all renewals, reissues, extensions, divisions and continuations of them, together with all similar and analogous rights throughout the world for their full term.
2. "Pre-existing Intellectual Property" means, individually and collectively, all Intellectual Property in existence prior to the execution date of this Agreement. The parties agree that any Pre-existing Intellectual Property of each party shall remain the property of that party. This Agreement shall not be construed as implying that any party shall have the right to use Pre-existing Intellectual Property of any other party.
3. If the parties pursue collaborative research efforts as set forth in this Agreement, Intellectual Property that derives from such efforts shall be owned by the parties as follows unless agreed to otherwise by the parties in writing for a particular research project: Intellectual Property made solely by FIU faculty and staff shall be owned solely by FIU. Intellectual Property made solely by the Museum staff shall be owned solely by the Museum. Intellectual Property made jointly by the Museum and FIU faculty and staff shall be owned jointly by the Museum and FIU who will negotiate their respective rights and obligations with reference to the commercialization of such joint intellectual property. The foregoing rights are subject to the rights of the U.S. Government in the event federal funding is provided for the research project.

IX. FIU'S DESIGNATION AS A PRIMARY ACADEMIC PARTNER OF MUSEUM

The Museum agrees to recognize FIU as a primary academic partner of the Museum. Nothing herein shall preclude the Museum from working with other academic institutions and recognizing them as partners on those specific projects, or FIU from working with other museums and recognizing them as partners on those specific projects. Recognition to FIU will be provided in the Museum's promotional and collateral materials, wherever FIU content or research is being demonstrated or displayed, and at the Museum Park Project and the Project Site. The Museum shall also include FIU research in Museum exhibits and

related programming consistent with professional museum standards and the parties' intent as set forth more fully in Exhibit B.

X. REPRESENTATIONS

The parties represent that each of them have full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and such execution, delivery and performance has been duly authorized by all necessary corporate action. Each of the parties represents to the other that the individual executing this Agreement on behalf of such entity has been authorized by all required corporate authority to execute this Agreement and bind such entity. This Agreement constitutes the valid and legally binding obligation of the Museum, FIU and the Foundation, and is enforceable in accordance with its terms.

XI. ADMINISTRATION

- A. To the extent the contribution of the Museum of the costs and expenses associated with the development and construction of the FIU Property is deemed a gift, the Foundation will serve as recipient of the gift in accordance with and subject to the terms outlined herein. Under Internal Revenue Code sections 170(b)(1)(A), 170(c), 2055, and 2522, those making contributions to the Foundation are entitled to a charitable contribution deduction to the extent applicable.
- B. The Foundation shall administer all new cash gifts raised by or for the benefit of FIU and/or its activities to be conducted at the Facility after the effective date of this Agreement in accordance with Foundation policies as may be amended from time to time, including, but not limited, to the Foundation's Advancement Initiative policy.

XII. DAMAGE OR DESTRUCTION; CHANGE IN CIRCUMSTANCES

- A. If any portion of the Project Site, or any furnishings or fixtures installed therein, are destroyed or damaged in whole or in part by any Force Majeure event or casualty, FIU shall give the Museum prompt notice thereof. FIU shall undertake to repair, replace or rebuild the same with a structure of substantially the same character and condition as existed immediately prior to such occurrence if insurance coverage is available for that purpose. For purposes of this Agreement, "Force Majeure" shall mean any interruption, failure, inability, or delay in performing hereunder, due to, without limitation, acts of God (such as a storm, flood or other natural disaster), acts of any government, war or other hostility, acts of terrorism or vandalism, civil disorder, the elements, fire, explosion, power failure, equipment failure, labor dispute or threat thereof, embargo, casualty, accident, change in law or other significant occurrence beyond the University's reasonable control such that the obligations set forth herein cannot be carried out.
- B. All insurance proceeds derived and collected from an insurance carrier required by this Agreement for purposes of restoration or rebuilding of the Facility shall be applied to the restoration and rebuilding of the Facility or FIU Property and any furnishings and fixtures thereon subject to the same design and construction requirements set forth in this Agreement.

If insurance proceeds are insufficient for proper or effective repair, replacement or rebuilding, FIU shall have no obligation to rebuild the Facility or FIU Property.

- C. As FIU's institutional needs and requirements may evolve over time, the circumstances may require for the Facility to be administered by a new or different academic unit within FIU. In addition, if necessary, FIU may reduce or discontinue its academic or other FIU programs at the Facility and make reasonable and appropriate changes in its operation or use of the Facility; provided, however, no such changes may impede or otherwise adversely affect the operation or use of the Facility by the Museum without its prior written consent.
- D. In the event that the Facility cannot be used as contemplated herein because of a Force Majeure event or if the Museum can no longer use the Facility due to any Museum-related budgetary constraints, [or if for other substantial and lawful reasons the Facility's use covenants cannot be accomplished,] then the parties agree that to rectify the situation FIU may, consistent with applicable laws, use the Facility for the most closely related educational, research or outreach purposes consistent with the uses specified herein; provided, however, that the parties shall first confer to explore any mutually acceptable options to permit the Museum's continued operation or use of the Facility to the extent of the Museum's ability to fund its obligations under this Agreement.

XIII. DEFAULT

A. Events of Default. Each of the following shall be an "Event of Default":

1. If FIU or the Museum shall fail to pay any sum when it is due and payable under this Agreement for a period of thirty (30) days after receipt of written notice thereof from FIU.
2. If FIU or the Museum shall fail to observe or perform one or more of the material terms, conditions, or covenants of this Agreement and such failure shall continue for a period of sixty (60) days after receipt of written notice thereof specifying the failure or breach.

B. Remedies. If an Event of Default shall occur under this Agreement, the party to whom the obligation is owed may at any time thereafter give written notice to the breaching party and demand full performance of the Agreement. Should the defaulting party fail to cure within the time provided, then the party to whom the obligation is owed may declare the Agreement to be in breach and exercise its rights to terminate this Agreement. The exercise of rights under this section shall not be deemed to waive any rights which any party would have in law or equity to recover damages, payments of past due amounts or injunctive relief.

XIV. GENERAL PROVISIONS

- A. This Agreement and the rights and obligations herein may not be assigned by any party without the prior written consent of the other Parties and any attempted assignment without such prior written consent shall be null and void.
- B. Each party shall assume any and all risk of loss or damage attributable to the negligent acts or omissions of that party and its officers, employees, and agents thereof. The Museum shall indemnify, defend and hold FIU and the Foundation harmless from all claims, actions,

damages, liability and expenses (including reasonable attorneys' fees and court costs) arising from the negligence or willful misconduct of the Museum and/or its officers, agents, contractors, employees, or invitees in performing Museum's obligations under this Agreement. Solely to the extent permitted by Fla. Stat. 768.28 and the limitations therein and without waiving any rights or defenses thereunder, FIU shall indemnify, defend and hold harmless the Museum from all claims, actions, damages, liability and expenses (including reasonable attorneys' fees and court costs) arising from the negligence or willful misconduct of FIU and/or its trustees, officers or employees in performing its obligations under this Agreement. The terms of this Section shall survive the expiration or earlier termination of this Agreement.


- C. This Agreement does not authorize any party to do business under any name belonging to any other party, or to make any representations on behalf of or purporting to bind any other party, or to enter into any contracts or agreements of any type in the name of, or on behalf of, any other party. No party is empowered to state or simply imply, either directly or indirectly, that it or its activities, other than pursuant to the limited activities contemplated herein, are supported, endorsed or sponsored by any other party and, upon the direction of the non-declaring party, shall issue express disclaimers to the effect. Nothing herein shall be construed to place the parties in the relationship of partners or joint ventures, nor shall any similar relationship be deemed to exist between them.
- D. This Agreement shall be effective upon signature by all parties and shall remain in effect unless terminated earlier as set forth herein.
- E. The laws of the State of Florida shall govern the validity, interpretation, performance and enforcement of this Agreement, and venue for any actions brought hereunder shall be in the state courts located in Miami-Dade County, Florida.
- F. In the event that any provision contained in this Agreement is for any reason held to be invalid or unenforceable, such provision shall be ineffective to the minimum extent of such invalidity or unenforceability, and the remainder of this Agreement will remain valid and enforceable according to its terms with respect to all other circumstances.
- G. This Agreement shall be binding upon and inure to the benefit of the parties and their trustees, successors, and assigns or other representatives. This Agreement is for the sole benefit of the parties and does not confer any rights on any third party.
- H. This Agreement represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements. This Agreement may not be amended or modified except by a subsequent written instrument duly executed by the parties.
- I. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year written below.

THE FLORIDA INTERNATIONAL
UNIVERSITY
BOARD OF TRUSTEES

By: 
Kenneth G. Furton
Dean, College of Arts & Sciences


FLORIDA INTERNATIONAL
UNIVERSITY FOUNDATION, INC.

By: 
Howard R. Lipman
President and CEO, Florida International
University Foundation, Inc.

THE FLORIDA INTERNATIONAL
UNIVERSITY BOARD OF TRUSTEES

By: 
Douglas Wartzok
Provost and Executive Vice President

MUSEUM OF SCIENCE d/b/a
PATRICIA AND PHILLIP FROST
MUSEUM OF SCIENCE

By: 
Gillian Thomas
~~Executive Director~~ **PRESIDENT / CEO**
Museum of Science
d/b/a the Patricia and Phillip Frost Museum of
Science

[illegible]

Exhibit B
Patricia and Phillip Frost Museum of Science
Batchelor Environmental Center at FIU

The parties contemplate that their collaboration may encompass the educational, research and outreach programmatic activities outlined herein, or any other such uses of the Facility or activities otherwise agreed-upon by the parties. This program statement shall serve as a guide to the parties as they develop their collaboration and work plans, with all planned activities at the Facility to be negotiated annually by the Advisory Committee based on the parties' needs as they may evolve over time.

Academic Program: The parties anticipate that the collaboration will include research, teaching, and engagement activities both at the Museum Park Project and at the Facility.

Programs at the BBC Facility: The Facility will provide FIU students a unique opportunity to gain hands-on experience with large marine animals and large birds. As such, it will attract outstanding students who would not normally consider FIU and provide experiences for pre-vet students with exotic animals that are rarely available on college campuses. The partnership will also provide space for four new Professional Science Masters. Specific anticipated uses include:

1. Immediately upon completion of the center, FIU anticipates using the 24-seat indoor and outdoor classrooms for at least 30 undergraduate course lab meetings each semester for both science majors (Biology II, Ecology, Invertebrate Zoology, Marine Biology and Oceanography, Evolution) and non-majors (Marine Biology).
2. Immediately upon completion, the parties shall endeavor to place at least 12 undergraduate interns in animal care and outreach at the Facility.
3. Immediately upon completion, SEAS EcoAcademy may be expanded to be a joint Museum-FIU program and use the facility 2-5 days a week for its summer camp programs. During the school year, SEAS current engagement activities will occur in the Facility at least for a half-day each week. SEAS will incorporate FIU research into museum outreach programs – with joint programs serving one school group per school day at the facility during the school year.
4. Immediately upon completion, SEAS research on shark physiology and behavior will commence with other research projects for undergraduate and graduate students being developed.
5. Within 3 years of the Facility's completion, FIU may use the classroom to support a new Professional Science Masters in Marine Policy and Management, with up to two cohorts of 24 students each using the classroom and facility concurrently.
6. Within 3 years of the Facility's completion, FIU envisages use of the classroom to support one half of a PSM in Applied Conservation Biology (the classroom portion taught at the museum), with up to one cohort of 24 students per session.

Programs at the Museum Downtown

1. Immediately upon completion of the Museum Park Project, FIU anticipates operating a PSM in Environmental Policy and Management at the downtown museum. FIU projects two cohorts of 25.

2. To the extent possible, the parties will seek to place approximately 20 FIU undergraduates as science communication interns to interact with museum visitors, with 10 other interns to be placed in other sections of the Museum.
3. FIU will develop interpretative materials that highlight FIU research in areas of hurricane research (Olson, Zhang, IHRC), aquaponics and sustainable agriculture (Jayachandran, Bhat, vonWettberg), coastal marine ecosystems/ Aquarius (Fourqurean, Burkepile, Bracken-Grissom, Boswell), shark and coral reef biology (Heithaus, Burkepile, Lanetty, Richardson), the Everglades (Crawl, Gaiser, Trexler, SERC), Science communication and broadcasting (Pinto, Reiss, Heithaus).
4. FIU and the Museum expect to seek funding and develop traveling science exhibits that can tour science museums across the country and world.
5. Within 5 years, SEAS and SJMC expect to develop a Professional Masters in Science Communication, to be offered at the Museum.

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

June 12, 2014

Subject: Pathway Services Agreement

Proposed Board Action:

Enter into a services agreement with Shorelight-Scienta, LLC for the operation of an international pathway school.

Background Information:

FIU was approached by Shorelight Education, LLC., a U.S.-based company with financial backing from the partners of a multi-billion dollar private equity firm that owns several well-known education-related companies, regarding the development of an international pathway program at FIU. International pathway programs, also sometimes called bridge programs, help students acclimate to the United States and provide a program that integrates intensive language and study skills with academics. The FIU pathway program will allow students to receive academic course credit from FIU during the program.

The services agreement provides for a Shorelight Education, Inc. subsidiary, Shorelight-Scienta, LLC, to assist FIU in establishing and operating a pathway program on behalf of FIU, including, but not limited, to providing international student recruitment services through Shorelight's global network of recruiters and counselors. The Pathway program will be fully integrated with FIU's other academic programs and FIU will have final authority over all academic decisions associated with the program. Shorelight will provide start-up capital and manage the business operations of the program.

Board of Governors' Regulation 1.001 provides that each Board of Trustees shall have the authority to acquire real and personal property and contract for the sale and disposal of same, and approve and execute contracts for purchase, sale, lease, license, or acquisition of commodities, goods, equipment, and contractual services, leases of real and personal property, and construction. The FIU Board of Trustees has reserved to itself approval authority for contracts not typically executed by a University CEO.

Supporting Documentation: Executive Summary, Pathway Services Agreement
 Financial Proforma and Enrollment Projections

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EXECUTIVE SUMMARY PATHWAY SERVICES AGREEMENT

Program: Academically qualified international students who do not meet FIU's English language proficiency requirement and/or require additional academic and non-academic support participate in a one year program to receive English language instruction, acculturation programming, and take FIU academic coursework (the "Program"). The Program is designed to ensure that international students are able to acclimate to FIU and be sufficiently prepared for the academic rigor of FIU. Students successfully completing the Program will matriculate into an FIU degree program.

Parties: The Florida International University Board of Trustees (FIU) and Shorelight Education, LLC (Shorelight), and its wholly owned subsidiary, Shorelight-Scientia, LLC (the Shorelight Parties).

Operating Structure: There will be a Steering Committee, comprised of representatives from FIU and Shorelight, who will vote on key operational issues, with a majority vote necessary to make a decision. In the event of a tie, FIU will have a tie-breaking vote (and therefore control) on all academic matters. Shorelight will have a tie-breaking vote on all non-academic matters (excluding the budget which requires a majority vote of the Steering Committee or a dispute resolution process if a majority vote cannot be reached).

Key Responsibilities of Shorelight Parties:

- Funding the start-up costs of the Program. FIU has no funding obligations.
- Oversight of all non-academic operations, including providing the management team and all personnel required for operating the Program, excluding faculty.
- Marketing the Program and recruiting students.

Key Responsibilities of FIU:

- Oversight and control over all academic matters, including providing instruction for credit courses (compensation reimbursed by Shorelight Parties).
- Administrative, classroom and housing space requirements for up to 300 students; FIU is compensated for the administrative and housing space.
- No obligation to provide funding for the Program; cost of FIU services (e.g., student services) necessary for the Program is covered by the Shorelight Parties initially and ultimately the Program.

Term and Dissolution:

- The Agreement has a 15 year initial term and may be renewed for an additional, shorter term, provided the Shorelight Parties are not in default at that time.
- The Agreement is also subject to periodic performance reviews. Protections are in place to ensure that FIU can end the Agreement under a number of circumstances, including, for example: due to changes in federal or state law/regulations; the program puts the University's accreditation at risk; or the program fails to meet certain student success metrics.

SUMMARY OF PATHWAY PROGRAM FINANCIALS

| | Fiscal Year | 2015 | 2016 | 2017 | 2018 | 2019 |
|-----------------|-------------|------|------|------|------|------|
| HEADCOUNTS | | | | | | |
| Intake | | 25 | 200 | 375 | 625 | 825 |
| Avg. Enrollment | | 25 | 154 | 327 | 564 | 770 |

| Florida International University | | | | | |
|---|-------|---------|---------|----------|----------|
| <i>(\$ in thousands)</i> | 2015 | 2016 | 2017 | 2018 | 2019 |
| Total Revenues | \$82 | \$3,065 | \$6,544 | \$11,321 | \$15,503 |
| Total Expenses | \$72 | \$2,774 | \$5,935 | \$10,287 | \$14,107 |
| Total Income from Pathway | \$10 | \$291 | \$610 | \$1,034 | \$1,396 |
| Margin | 12.5% | 9.5% | 9.3% | 9.1% | 9.0% |
| | | | | | |
| FIU Income from Progression (90% of tuition in Years 2-4) | \$0 | \$291 | \$2,316 | \$7,337 | \$15,436 |
| FIU Income from Pathway + FIU Progression Tuition | \$10 | \$583 | \$2,925 | \$8,371 | \$16,831 |

| Pathway Program | | | | | |
|---------------------|---------|-----------|-----------|-----------|-----------|
| | 2015 | 2016 | 2017 | 2018 | 2019 |
| Total Revenues | \$141 | \$5,027 | \$10,647 | \$18,346 | \$25,055 |
| Total Expenses | \$866 | \$7,516 | \$11,890 | \$18,162 | \$22,975 |
| Net Income | (\$725) | (\$2,489) | (\$1,243) | \$184 | \$2,080 |
| Ending Fund Balance | (\$725) | (\$3,215) | (\$4,458) | (\$4,274) | (\$2,194) |

THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

June 12, 2014

Subject: Ratification of Memoranda of Understanding (MOU) between FIU and the following unions: United Faculty of Florida (UFF), American Federation of State, County, and Municipal Employees, AFLC-CIO, Council 79 (AFSCME), Dade County Police Benevolent Association for the rank and file (PBA-R&F), and Dade County Police Benevolent Association for the lieutenants (PBA-Lts). The MOUs amend the respective wage articles of each Collective Bargaining Agreement (CBA) to authorize legislatively appropriated raises and bonuses in the 2013-2014 fiscal year only.

Proposed Board Action:

Ratify the MOUs making changes to the following wage articles:

- UFF: Article 11 Salaries in the FIU-UFF 2011-2014 CBA
 - AFSCME: Article 9 Wages (9.4(a) and (b)) in the FIU – AFSCME 2013-2016 CBA
 - PBA R&F : Article 9 Wages (9.2a) in the PBA R&F 2011-2014 CBA
 - PBA-Lts: Article 9 (9.2A) in the PBA-Lts 2011-2014 CBA
-

Background information:

To recognize the contributions of the faculty and staff members of UFF, AFSCME, PBA R&F and PBA-Lts and to implement legislatively appropriated raises and bonuses provided for fiscal year 2013-2014 consistently to all FIU employees, FIU entered into MOUs with each of the above-mentioned unions to provide all eligible employees with the legislatively provided raise in the amount of \$1,400/\$1,000, based on the employee's salary, and the legislatively provided bonus in the amount of \$600. This change in the wage articles applies only to fiscal year 2013-2014. UFF ratified its MOU on October 24, 2013; AFSCME ratified its MOU on November 15, 2013; and both PBA unions ratified their MOUs on March 6, 2014.

Florida Board of Governors Regulation 1.001(5)(b) provides that 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.

Supporting Documentation: MOUs between the BOT and the:

United Faculty of Florida

American Federation of State, County, and Municipal
Employees, AFLC-CIO, Council 79

Dade County Police Benevolent Association, rank and file

Dade County Police Benevolent Association, lieutenants

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MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is voluntarily entered into this 20th day of September, 2013, between FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES (the Board) and the UNITED FACULTY OF FLORIDA (UFF) as follows:

WHEREAS, the Board and UFF have entered into a ratified collective bargaining agreement covering the period of 2011 to 2014 (the FIU BOT - UFF CBA); and

WHEREAS, the Board wishes to recognize and reward its UFF employees by giving them the same compensation package for fiscal 2013-2014 as provided to other Florida International University employees.

THEREFORE, the Board and UFF understand and mutually agree as follows:

1. To amend Article 11 Salaries to include section (f) as follows:

ARTICLE 11 SALARIES

11.1 2011 - 2014 Salary Increase

...
(f) **2013 - 2014 Competitive Pay Adjustment and additional Merit Bonus.** Effective October 1, 2013, in accordance with the 2013-2014 General Appropriations Act, all eligible employees shall receive a competitive pay adjustment based on their September 30, 2013 annual base rate of pay as follows: 1) \$1,400 for employees with an annual base rate of pay of \$40,000 or less, or 2) \$1,000 for employees with an annual base rate of pay greater than \$40,000.

The University shall provide merit funds to provide a one-time lump sum bonus of \$600 to a maximum of 35% of eligible employees in accordance with the 2013-2014 General Appropriations Act and Florida Statute 110.1245. These funds shall be distributed to employees within each department or academic unit consistent with the criteria and procedures set forth in the BOT-UFF Policy concerning Employee Performance Evaluation. If merit criteria apply to the entire college/school, the college/school is the unit. Such bonuses shall be paid on June 13, 2014. To be eligible for a one-time merit bonus, the employee must have been employed on or prior to June 30, 2013 and must be continuously employed through the date on which the merit bonus is paid.

- ...
2. All other provisions of the FIU BOT/AFSCME CBA not specifically referenced in this MOU shall remain unchanged and in effect as provided for in the CBA.

The terms of this MOU shall not be used as precedence for any future collective bargaining negotiations between the parties.

Tonja Moore

Tonja Moore
Chief Negotiator
Florida International University
Board of Trustees

Date: 9/20/13

Florence Keane

Florence Keane
Chief Negotiator
United Faculty of Florida

Date: 9/20/13

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is voluntarily entered into this ____ day of September, 2013, between FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES (FIU BOT) and the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 79 (AFSCME) as follows:

WHEREAS, FIU BOT and AFSCME have entered into a ratified collective bargaining agreement covering the period of 2013 to 2016 (the FIU BOT/AFSCME CBA); and

WHEREAS, FIU BOT has paid a portion of the wages described in the FIU BOT/AFSCME CBA Section 9.1(a) on September 6, 2013; and

WHEREAS, FIU BOT wishes to recognize and reward its AFSCME employees by giving them the same compensation package for fiscal 2013-2014 as provided to other Florida International University employees.

THEREFORE, FIU BOT and AFSCME understand and mutually agree as follows:

1. To amend Section 9.4(a) and (b) of the FIU BOT/AFSCME CBA by deleting the previously agreed upon provision providing for a legislative credit to be applied to the across-the-board increase and bonus for fiscal year 2013-2014 as more fully described in the attached Appendix A. All other legislative credit provisions shall remain in effect.
2. That neither party will be under an obligation to reopen any Article of the FIU BOT/AFSCME CBA during the pendency of the 2013-2016 FIU BOT/AFSCME CBA; and
3. That the changes for the across-the-board raises to the FIU BOT/AFSCME CBA and payment schedule will become effective as set forth below:

| EMPLOYEES EARNING | BALANCE OF THE WAGE DESCRIBED IN SECTION 9.1(a) | Effective Date | PAY DATE | REASON FOR PAYMENT |
|---|--|--------------------|-----------------|--|
| \$40,000 or less | \$1,400 | August 19, 2013 | October 4, 2013 | Fulfills 9.1(a) of the FIU BOT/ AFSCME CBA |
| More than \$40,000 and up to \$80,000 or less | \$1,000 | August 19, 2013 | October 4, 2013 | Fulfills 9.1(a) of the FIU BOT/ AFSCME CBA |
| More than \$80,000 | 2.5% | August 19, 2013 | October 4, 2013 | Fulfills 9.1(a) of the FIU BOT/ AFSCME CBA |

4. That the AFSCME unit members will receive the 2013/2014 Legislative increase in accordance with the payment schedule effective as set forth below:


| EMPLOYEES EARNING | AMOUNT | PAY DATE | REASON FOR PAYMENT |
|--------------------|---------|------------------|---|
| \$40,000 or less | \$1,400 | October 18, 2013 | Fulfills the 2013-2014 legislative appropriation for across-the-board increases |
| More than \$40,000 | \$1,000 | October 18, 2013 | Fulfills the 2013-2014 legislative appropriation for across-the-board increases |

5. That, to be eligible for the legislative across-the-board increase, an employee must meet the performance standards of his/her position and must have been hired on or before June 30, 2013. If an ineligible employee achieves performance standards subsequent to the salary increase effective date but on or before the end of the fiscal year (2013-2014), the employee may receive the legislative across-the-board increase described above; however, such increase shall be effective on the date the employee becomes eligible and is not retroactive.
6. The parties further acknowledge and agree that the provisions of Section 9.1(b) will be processed in accordance with the FIU BOT/AFSCME CBA.
7. FIU BOT will provide, in addition, the bonus provided by and in accordance with the 2013-2014 Legislative Appropriation. Thirty-five percent (35%) of the AFSCME unit members will receive the \$600 bonus in accordance with the plan established for the FIU BOT employees and as approved by the Florida Board of Governors
8. All other provisions of the FIU BOT/AFSCME CBA not specifically referenced in this MOU shall remain unchanged and in effect as provided for in the CBA.

FIU BOT and AFSCME accept the above-stated terms and modifications to the FIU BOT/AFSCME CBA as mutually agreeable. The terms of this MOU shall not be used as precedence for any future collective bargaining negotiations between the parties.

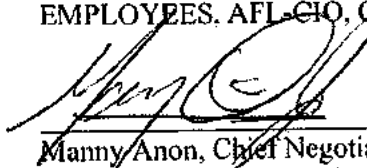
IN WITNESS WHEREOF, the parties hereto have caused this MOU to be signed with their respective names by their respective representatives thereon to duly authorize.

FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES


Elizabeth Marston, Chief Negotiator

Date: 9/23/13

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, COUNCIL 79


Manny Anon, Chief Negotiator

Date: 9/23/13


David F. Cowart, AFSCME President

Date: 9/23/13

APPENDIX A

The following changes have been made to Sections 9.4(a) and (b) as denoted by the stricken language:

9.4 Effect of Any Legislative Increases

(a) Any general across-the-board wage increases provided by the Legislative appropriations for the ~~2013-2014 fiscal year~~, 2014-2015 fiscal year, or 2015-2016 fiscal year shall count toward any salary increases described in 9.1(a), 9.2(a), or 9.3(a) respectively.

(b) Any merit or performance-based increase or bonus received by a bargaining unit employee as a result of appropriations by the Legislature for the ~~2013-2014 fiscal year~~, 2014-15 fiscal year or 2015-2016 fiscal year shall count toward the amount of money an employee would have otherwise received in accordance with the provisions in 9.1(b), 9.2(b), or 9.3(b) respectively.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is voluntarily entered into this 20 day of September, 2013 between FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES (FIU BOT) and the DADE COUNTY POLICE BENEVOLENT ASSOCIATION LAW ENFORCEMENT BARGAINING UNIT (PBA R&F) as follows:

WHEREAS, FIU BOT and the PBA R&F have entered into a ratified collective bargaining agreement covering the period July 1, 2011 to June 30, 2014 (the FIU BOT/PBA R&F CBA); and

WHEREAS, pursuant to Article 9 of the FIU BOT/PBA R&F CBA, the PBA R&F Officers received a one percent (1%) across-the-board wage increase on July 6, 2013; and

WHEREAS, FIU BOT wishes to recognize and reward its PBA R&F Officers covered by the FIU BOT/PBA R&F CBA by not enforcing the credit towards the across-the-board increase and/or merit bonus as set forth in Section 9.2A solely for fiscal year 2013-2014.

THEREFORE, FIU BOT and the PBA R&F understand and mutually agree as follows:

1. To waive the credit provision found in Section 9.2A solely for fiscal year 2013-2014.
2. That neither party will be under any further obligation to reopen any Article of the FIU BOT/PBA R&F CBA during the term of the 2011-2014 FIU BOT/PBA R&F CBA.
3. That the legislative across-the-board wage increases will occur as set forth below:

| EMPLOYEES EARNING | AMOUNT OF ATB INCREASE | PAY DATE | REASON FOR THE PAYMENT |
|--------------------|------------------------|------------------|---|
| \$40,000 OR LESS | \$1,400 | October 18, 2013 | Fulfills the 2013-2014 legislative appropriation for across-the-board increases |
| MORE THAN \$40,000 | \$1,000 | October 18, 2013 | Fulfills the 2013-2014 legislative appropriation for across-the-board increases |

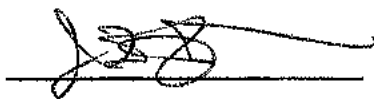
JPO
UMF

4. That, to be eligible for the above-referenced legislative across-the-board increase, an employee must meet the performance standards of his/her position and must have been hired on or before June 30, 2013. If an ineligible employee achieves performance standards subsequent to the salary increase effective date but on or before the end of the fiscal year (2013-2014), the employee may receive the legislative across-the-board increase described above; however, such increase shall be effective on the date the employee becomes eligible and is not retroactive.
5. The parties further acknowledge and agree that the provisions of Section 9.1C(2) will be processed in accordance with the FIU BOT/PBA R&F CBA.
6. FIU BOT will provide, in addition, the bonus provided by and in accordance with the 2013-2014 Legislative Appropriation: thirty-five percent (35%) of the eligible PBA R&F Officers will receive the \$600 bonus in accordance with the plan established for the FIU BOT employees and as approved by the Florida Board of Governors.
7. All other provisions of the FIU BOT/PBA R&F CBA not specifically referenced in this MOU remain unchanged and in effect as provided for in the CBA.

The terms of this MOU shall not be used as precedence for any future collective bargaining negotiations between the parties.

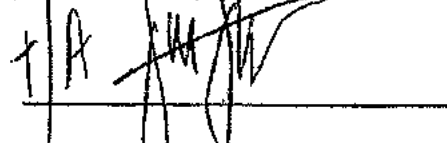
IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be signed with their respective names by their respective representatives thereon to duly authorize.

FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES



Date: 9/20/13

DADE COUNTY POLICE BENEVOLENT
ASSOCIATION LAW ENFORCEMENT
(RANK AND FILE) BARGAINING UNIT



Date: 9/20/13

ATTEST: _____

Date: _____



FLORIDA
INTERNATIONAL
UNIVERSITY

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is voluntarily entered into this 20 day of September, 2013 between FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES (FIU BOT) and the DADE COUNTY POLICE BENEVOLENT ASSOCIATION LIEUTENANTS LAW ENFORCEMENT BARGAINING UNIT (PBA LTs) as follows:

WHEREAS, FIU BOT and the PBA LTs have entered into a ratified collective bargaining agreement covering the period July 11, 2011 to June 30, 2014 (the FIU BOT/PBA LTs CBA); and

WHEREAS, pursuant to Article 9 of the FIU BOT/PBA LTs CBA, PBA LTs received a one percent (1%) across-the-board wage increase on July 6, 2013; and

WHEREAS, FIU BOT wishes to recognize and reward its PBA LTs covered by the FIU BOT/PBA LTs CBA by not enforcing the credit towards the across-the-board increase and/or merit bonus as set forth in Section 9.2A solely for fiscal year 2013-2014.

THEREFORE, FIU BOT and the PBA LTs understand and mutually agree as follows:

1. To waive the credit provision found in Section 9.2A solely for fiscal year 2013-2014.
2. That neither party will be under any further obligation to reopen any Article of the FIU BOT/PBA LTs CBA during the term of the 2011-2014 FIU BOT/PBA LTs CBA.
3. That the legislative across-the-board wage increases will occur as set forth below:

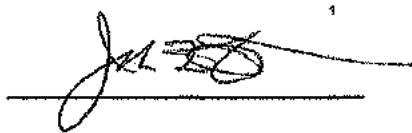
| EMPLOYEES EARNING | AMOUNT OF ATB INCREASE | PAY DATE | REASON FOR THE PAYMENT |
|--------------------|------------------------|------------------|---|
| \$40,000 OR LESS | \$1,400 | October 18, 2013 | Fulfills the 2013-2014 legislative appropriation for across-the-board increases |
| MORE THAN \$40,000 | \$1,000 | October 18, 2013 | Fulfills the 2013-2014 legislative appropriation for across-the-board increases |

4. That, to be eligible for the above-referenced legislative across-the-board increase, an employee must meet the performance standards of his/her position and must have been hired on or before June 30, 2013. If an ineligible employee achieves performance standards subsequent to the salary increase effective date but on or before the end of the fiscal year (2013-2014), the employee may receive the legislative across-the-board increase described above; however, such increase shall be effective on the date the employee becomes eligible and is not retroactive.
5. The parties further acknowledge and agree that the provisions of Section 9.1C(2) will be processed in accordance with the FIU BOT/PBA LTs CBA.
6. FIU BOT will provide, in addition, the bonus provided by and in accordance with the 2013-2014 Legislative Appropriation: thirty-five percent (35%) of the eligible PBA LTs will receive the \$600 bonus in accordance with the plan established for the FIU BOT employees and as approved by the Florida Board of Governors.
7. All other provisions of the FIU BOT/PBA LTs CBA not specifically referenced in this MOU remain unchanged and in effect as provided for in the CBA.

The terms of this MOU shall not be used as precedence for any future collective bargaining negotiations between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be signed with their respective names by their respective representatives thereon to duly authorize.

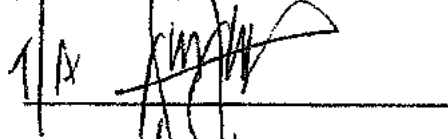
FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES



Date: 9/20/13

ATTEST: _____

DADE COUNTY POLICE BENEVOLENT
ASSOCIATION LAW ENFORCEMENT
(LIEUTENANTS) BARGAINING UNIT



Date: 9/26/13

Date: _____

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

June 12, 2014

Subject: University Goals Report, 2014-15

Proposed Board Action:

Adopt the University Goals for the 2014-15 academic year as presented by President Mark B. Rosenberg and as included in the Board materials.

Background information:

The University Goals are directed towards achieving the University's strategic plan and will be one component of the President's Management Review by the BOT for the 2014-15 academic year.

The Third Amendment to Dr. Mark B. Rosenberg's Employment Agreement was made and entered into on October 31, 2013 by and between the BOT and Dr. Mark B. Rosenberg. Section 3.2 of the employment agreement states in relevant part:

"To align the timing of Dr. Rosenberg's evaluation with the timing of the Florida Board of Governor's review of the University's Work Plan and Accountability Report, effective for the academic year 2013-14 and thereafter, Section 3.2 of the agreement is hereby amended to provide that Dr. Rosenberg will provide a proposed list of goals and objectives for inclusion in the University's Work Plan for the next academic year to the Personnel Committee of the Board no later than May 31st of each year in lieu of September 30."

Supporting Documentation: 2014-15 University Work Plan

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FIU

2014-15 Work Plan



Florida International University

Work Plan Presentation for 2014-15 Board of Governors Review

STATE UNIVERSITY SYSTEM of FLORIDA | **Board of Governors**



INTRODUCTION

The State University System of Florida has developed three tools that aid in guiding the System's future.

- 1) The Board of Governors' new Strategic Plan 2012-2025 is driven by goals and associated metrics that stake out where the System is headed;*
- 2) The Board's Annual Accountability Report provides yearly tracking for how the System is progressing toward its goals;*
- 3) Institutional Work Plans connect the two and create an opportunity for greater dialogue relative to how each institution contributes to the System's overall vision.*

These three documents assist the Board with strategic planning and with setting short-, mid- and long-term goals. They also enhance the System's commitment to accountability and driving improvements in three primary areas of focus: 1) academic quality, 2) operational efficiency, and 3) return on investment.

The Board will use these documents to help advocate for all System institutions and foster even greater coordination with the institutions and their Boards of Trustees.

Once a Work Plan is approved by each institution's respective Boards of Trustees, the Board of Governors will review and consider the plan for potential acceptance of 2014-15 components. Longer-term components will inform future agendas of the Board's Strategic Planning Committee. The Board's acceptance of a work plan does not constitute approval of any particular component, nor does it supersede any necessary approval processes that may be required for each component.



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- a. Mission Statement
- b. Vision Statement
- c. Statement of Strategy
- d. Strengths and Opportunities
- e. Key Initiatives & Investments

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3. PREEMINENT RESEARCH UNIVERSITY METRICS

4. OTHER KEY PERFORMANCE INDICATORS

- a. Goals Common to All Universities
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5. OPERATIONS

- a. Fiscal Information (*includes Tuition Differential Fee Request*)
- b. Enrollment Planning
- c. Academic Program Coordination

6. DEFINITIONS



MISSION STATEMENT *(What is your purpose?)*

Florida International University is an urban, multi-campus, public research university serving its students and the diverse population of South Florida. We are committed to high-quality teaching, state-of-the-art research and creative activity, and collaborative engagement with our local and global communities.

VISION STATEMENT *(What do you aspire to?)*

Florida International University will be a leading urban public research university focused on student learning, innovation, and collaboration.

STATEMENT OF STRATEGY *(How will you get there?)*

Given your mission, vision, strengths and available resources, provide a brief description of your market and your strategy for addressing and leading it.

FIU is the public anchor institution for the greater Miami area. We see ourselves as a solutions center for the community through the application of our research, learning and engagement energies. We are proud to have awarded over 200,000 degrees. Most degree holders live and work in the three county area of South Florida. Nationally, FIU is the largest producer of minority degrees at the bachelor's level, and the largest producer of bachelor's and master's degrees awarded to Hispanics, including STEM degrees. These facts drive the FIU strategy for our regional and national markets.

Regionally, the community's business leaders have asked FIU – through President Rosenberg – to chair an Academic Leaders' Council (ALC) that is working collaboratively to ensure that county-wide higher education initiatives are directed to job creation and entrepreneurship. The ALC received the Beacon Council's Chairman's Award this year. FIU is a major player in the Beacon Council's One Community One Goal (OCOG) strategic plan, an economic development initiative targeted to growing industries and strengthening the local economy. This plan pivots around education as the foundation for Miami-Dade County's economic development. It calls for a new ecosystem of growth. We are responding with short- and long-term initiatives consistent with BOG planning in six targeted industry clusters identified as critical drivers of job creation in the community.

As the business community places a greater emphasis on the role of education in job creation, FIU is focusing on results-oriented initiatives to improve market-related responsiveness. Our mission, vision and strategy for the 2014-15 academic year are focused: We are committed to improving early employment-related matching of student interest and aptitudes with available academic majors and jobs to ensure a more efficient and timely progression to degree and employment thereafter. We are aggressively expanding paid internship opportunities locally, nationally, and internationally. We will deepen our role as the nation's leading producer of STEM degrees for minority students through expanded science offerings, more peer-led learning groups, and progressive faculty-led curricular and applied market-based research.

Nationally, the FIU approach to minority STEM education is gaining visibility: President Rosenberg was appointed to the National Research Council's study for STEM completion "Barriers/Opportunities in Completing Two and Four-Year STEM Degrees".

Business and cost efficiencies remain central to our strategy. We have expanded on-line and on- and off-campus weekend classes (FIU has the highest classroom space utilization rate in the SUS at 125.58% of statutory requirements), reduced energy costs (FIU leads the SUS in energy conservation for six straight years, 2007-2013), and gained new revenue through adult learner degree programs.



STRENGTHS AND OPPORTUNITIES *(within 3 years)*

What are your core capabilities, opportunities and challenges for improvement?

FIU's strength is its community responsiveness. We are entrepreneurial. We believe that we have an obligation to put our research and learning to work. We take pride in student achievement: our graduates are leaders in their fields. As a majority-minority institution of higher education with a global outlook, we send the message that diversity and excellence can be coterminous. We excel in building win-win partnerships with public and private institutions, locally and globally. Our graduates are among the best in the SUS in getting high-paying jobs after graduation. We are ranked by Times Higher Education (London) as one of the top 100 universities globally under 50 years old. FIU received the APLU MVP (Most Visible Progress) award for the success of our initiative increasing 6-year baccalaureate graduation rates. FIU also received the most competitive Council of Graduate Schools award for Promoting Success in Graduate Education: From Admissions through Completion.

KEY INITIATIVES & INVESTMENTS *(within 3 years)*

Describe your top three key initiatives for the next three years that will drive improvement in Academic Quality, Operational Efficiency, and Return on Investment.

1) *Graduation Success Initiative (GSI)* is a comprehensive system for improving retention and graduation rates at FIU. We will continue our efforts to increase the 6-year baccalaureate graduation rate by 2% per year. The 6-year graduation rate has increased by nine percentage points in the last two years (41% in 2011-12; 50% in 2012-13) and is projected to increase to 52% in 2013-14. We will also focus on increasing the 4-year graduation rate for AA transfers by 1% per year. Additionally, we will develop strategies to improve successful completion of STEM degrees with a \$1.5 million grant recently received from the Howard Hughes Medical Institute. At the national level, FIU is a founding institution in the John N. Gardner Institute's Gateways to Completion (G2C) Project which focuses on developing interventions in high enrollment/ high failure gateway courses.

2) *Enhancing STEM Success:* We are generating multiple initiatives to advance STEM education. FIU is a lead member of the Mathematics Teacher Education Partnership, a national, APLU-led effort to prepare for implementation of the new national standards for Mathematics. FIU's STEM Transformation Institute received a \$1.45 million grant from the National Math and Science Initiative to launch FIUTeach. FIUTeach expects to graduate 50 high school STEM teachers each year. FIU leads the country in the number of students serving as trained Learning Assistants (LAs) with approximately 300 assisting their fellow students to enhance success in STEM fields. We will expand the number of LAs in the next years. FIU has entered into a partnership with the National Tropical Botanical Gardens to build an International Center for Tropical Botany focused on research and education in tropical botany.

3) *Preparing Students for the Workforce through Internships:* A recently signed agreement with Royal Caribbean Cruises Ltd. will provide great learning and practical opportunities for our students. A 130,000-square-foot facility will be built at FIU's Biscayne Bay Campus and at least 20 students will be placed in paid internships every year. FIU will also expand the on-campus Florida Power & Light (FPL) Call Center from 21 to 35 internships each semester. Upon graduation, students can transition to FPL employment. The current internship conversion rate is approximately 90%. FIU leads seven South Florida colleges and universities in the Talent Development Network program. The Talent Development Network is based on the Beacon Council's One Community One Goal (OCOG) strategic plan and focuses on creating internship opportunities for undergraduate and graduate students in seven industries: Aerospace, Creative Design, Hospitality and Leisure, Information Technology, Life Sciences and Health Care, International Banking and Finance and Trade and Logistics.



PERFORMANCE FUNDING METRICS

Each university is required to complete the table below, providing their goals for the metrics used in the Performance Based Funding model that the Board of Governors approved at its January 2014 meeting. The Board of Governors will consider the shaded 2014-15 goals for approval.

| | ONE-YEAR TREND | 2012-13 ACTUAL | 2013-14 ESTIMATES | 2014-15 GOALS | 2015-16 GOALS | 2016-17 GOALS |
|--|-------------------|-------------------|----------------------|------------------|------------------|------------------|
| Metrics Common To All Universities | | | | | | |
| Percent of Bachelor's Graduates Employed Full-time in Florida or Continuing their Education in the U.S. One Year After Graduation* | -1% | 67% | 67% | 67% | 68% | 69% |
| Median Wages of Bachelor's Graduates Employed Full-time in Florida One-Year After Graduation * | -1% | \$35,100 | \$35,100 | \$35,200 | \$35,300 | \$35,400 |
| Average Cost per Bachelor's Degree [Instructional Costs to the University] | 0% | \$26,730 | \$26,200 | \$26,000 | \$25,500 | \$25,250 |
| TIC 6 year Graduation Rate [Includes full- and part-time students] | 3% | 50% | 52% | 54% | 56% | 58% |
| Academic Progress Rate [FTIC 2 year Retention Rate with GPA>2] | 3% | 78% | 78% | 79% | 80% | 81% |
| University Access Rate [Percent of Fall Undergraduates with a Pell grant] | -2% | 47% | 48% | 49% | 49% | 49% |
| Bachelor's Degrees Awarded Within Programs of Strategic Emphasis [Based on list approved by BOG at 11/2013 meeting] | 0% | 46% | 46% | 47% | 48% | 48% |
| Graduate Degrees Awarded Within Programs of Strategic Emphasis [Based on list approved by BOG at 11/2013 meeting] | 0% | 49% | 49% | 50% | 50% | 50% |
| Freshmen in Top 10% of High School Graduating Class [for NCF only] | n/a | n/a | n/a | n/a | n/a | n/a |
| Board of Governors Choice Metric | | | | | | |
| Percent of Bachelor's Degrees Without Excess Hours | n/a | 70% | 70% | 71% | 71% | 72% |
| Number of Faculty Awards [for FSU and UF only] | n/a | n/a | n/a | n/a | n/a | n/a |
| Number of Top 50 Rankings in Select National Publications [for NCF only] | n/a | n/a | n/a | n/a | n/a | n/a |
| Board of Trustees Choice Metric | | | | | | |
| Bachelor's Awarded to Minorities | 8% | 5,851 | 6,051 | 6,251 | 6,451 | 6,651 |

Note: Metrics are defined in the appendix. *Latest data is for 2011-12 graduates.



KEY PERFORMANCE INDICATORS

The Board of Governors has selected the following Key Performance Indicators from its 2012-2025 System Strategic Plan and from accountability metrics identified by the Florida Legislature. The Key Performance Indicators emphasize three primary areas of focus: **Academic Quality, Operational Efficiency, and Return on Investment**. The indicators address common goals across all universities while also providing flexibility to address institution-specific goals from a list of metrics in the 2012-2025 System Strategic Plan.

The Goals Specific to Research Universities apply only to those universities classified by the Carnegie Foundation for the Advancement of Teaching as being a 'Research University'¹, which includes Florida A&M University (by university request), Florida Atlantic University, Florida International University, Florida State University, University of Central Florida, University of Florida, and the University of South Florida.

¹ The Carnegie Foundation for the Advancement of Teaching has developed a well-respected system of categorizing postsecondary institutions that includes consideration of each doctorate-granting university's research activities – for more information see [link](#).



KEY PERFORMANCE INDICATORS

The Board of Governors will consider the shaded 2014-15 goals for approval.

Goals Common to All Universities

Academic Quality

National Ranking for University and Programs

FIU has developed a five-year enrollment management plan that allows for significant growth in the number of students, advisors and faculty. The faculty growth will be in strategic areas that enhance external funding, faculty awards, and doctoral degree production. These are the primary metrics of national preeminence.

| | TREND (2008-09 to 2012-13) | 2012-13 ACTUAL | 2013-14 ESTIMATES | 2014-15 GOALS | 2015-16 GOALS | 2016-17 GOALS |
|---|----------------------------------|-------------------|----------------------|------------------|------------------|------------------|
| SAT Score ¹ [for 3 subtests] | -1.4% | 1,704 | 1,714 | 1,700 | 1,705 | 1,710 |
| High School GPA | 1.1% | 3.7 | 3.8 | 3.85 | 3.90 | 3.95 |
| Professional/Licensure Exam First-time Pass Rates ² | | | | | | |
| Exams Above Benchmarks | n/a | 3 | 4 | 4 | 5 | 5 |
| Exams Below Benchmarks | n/a | 2 | 1 | 1 | 0 | 0 |
| Operational Efficiency | | | | | | |
| Freshman Retention Rate | 2% | 84% | 84% | 85% | 86% | 87% |
| FTIC Graduation Rates | | | | | | |
| In 4 years (or less) | 12% | 27% | 22% | 25% | 27% | 29% |
| In 6 years (or less) | 5% | 50% | 52% | 54% | 56% | 58% |
| AA Transfer Graduation Rates | | | | | | |
| In 2 years (or less) | 3% | 21% | 19% | 21% | 22% | 23% |
| In 4 years (or less) | 0% | 61% | 62% | 63% | 64% | 65% |
| Average Time to Degree (for FTIC) | 0.4 yrs | 5.6 yrs | 5.6 yrs | 5.5 yrs | 5.4 yrs | 5.3 yrs |
| Return on Investment | | | | | | |
| Bachelor's Degrees Awarded | 38% | 7,746 | 8,100 | 8,400 | 8,600 | 8,800 |
| Percent of Bachelor's Degrees in STEM | 0% | 16% | 16% | 16.25% | 16.5% | 16.5% |
| Graduate Degrees Awarded | 38% | 3,440 | 3,529 | 3,629 | 3,700 | 3,813 |
| Percent of Graduate Degrees in STEM | -7% | 16.2% | 16.4% | 16.5% | 16.6% | 16.7% |
| Annual Gifts Received (\$M) | 31.4% | \$ 24.7 M | \$ 18.1 M | \$ 47.0 M | \$ 66.0 M | \$ 73.0 M |
| Endowment (\$M) | 53.9% | \$ 149.4 M | \$ 165.2 M | \$ 181.0 M | \$ 209.8 M | \$ 243.7 M |

Notes: (1) SAT trends are based on 4 years. (2) Professional licensure pass rates are based on the 2012-13 Annual Accountability Report with data that spans multiple time periods. (3) The methodology for calculating the percent of undergraduate seniors participating in a research course will be determined during the 2014 summer.



KEY PERFORMANCE INDICATORS

The Board of Governors will consider the shaded 2014-15 goals for approval.

Goals Specific to Research Universities

| | TREND (2008-09 to 2012-13) | 2012-13 ACTUAL | 2013-14 ESTIMATES | 2014-15 GOALS | 2015-16 GOALS | 2016-17 GOALS |
|--|----------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| Academic Quality | | | | | | |
| Faculty Awards* | 150% | 5 | 5 | 5 | 5 | 5 |
| National Academy Members* | 0% | 2 | 2 | 2 | 2 | 2 |
| Number of Post-Doctoral Appointees | 17% | 55 | 49 | 55 | 60 | 65 |
| Number of Science & Engineering Disciplines Nationally Ranked in Top 100 for Research Expenditures** | n/a | 2 of 8 | 2 of 8 | 2 of 8 | 2 of 8 | 3 of 8 |
| Return on Investment | | | | | | |
| Total Research Expenditures (\$M) [includes non-Science & Engineering disciplines] | 26.4% | \$128.07M | \$126.44 M | \$132.76 M | \$139.4 M | \$146.3 M |
| Science & Engineering Research Expenditures (\$M) | 1.3% | \$92.46 M | \$89.58 M | \$94.26 M | \$98.97 M | \$103.9 M |
| Science & Engineering R&D Expenditures in Non-Medical/Health Sciences (\$M) | -4.99% | \$86.0 M | \$ 82.35 M | \$86.46 M | \$90.79M | \$95.3M |
| Percent of Research Expenditures funded from External Sources | 23.48% | 62% | 70% | 66% | 67% | 68% |
| Patents Issued | 0% | 1 | 3 | 3 | 3 | 4 |
| Licenses/Options Executed | 200% | 3 | 3 | 3 | 4 | 4 |
| Licensing Income Received (\$M) | -50% | \$0.02 M | \$ 0.05 M | \$0.03 M | \$ 0.05 M | \$0.08 M |
| Number of Start-up Companies | 0% | 1 | 2 | 1 | 2 | 3 |
| National Rank is Higher than Predicted by the Financial Resources Ranking [based on U.S. News & World Report] | n/a | <u>National Financial</u> | <u>National Financial</u> | <u>National Financial</u> | <u>National Financial</u> | <u>National Financial</u> |
| Research Doctoral Degrees Awarded | 24% | 156 | 159 | 162 | 168 | 177 |
| Professional Doctoral Degrees Awarded | 104% | 251 | 246 | 285 | 288 | 330 |
| TOTAL NUMBER OF IMPROVING METRICS | | 17 | 14 | 21 | 25 | 24 |

Note: *Indicates that 2011 is the latest data available for these metrics. **Indicates that 2011-12 is the latest data available for this metric.



KEY PERFORMANCE INDICATORS

Institution Specific Goals

Each university will provide updates for the metric goals reported in last year's Work Plans. The Board of Governors will consider the shaded 2014-15 goals for approval. University leadership will need to discuss any proposed changes with Board of Governors staff.

| | TREND (2008-09 to 2012-13) | 2012-13 ACTUAL | 2013-14 ESTIMATES | 2014-15 GOALS | 2015-16 GOALS | 2016-17 GOALS |
|--|----------------------------------|-------------------|----------------------|------------------|------------------|------------------|
| Metric #1 Bachelor's Degrees Awarded to Minorities | 38% | 5,851 | 6,051 | 6,251 | 6,451 | 6,651 |
| Metric #2 Bachelor's Degrees in Areas of Strategic Emphasis | 23% | 3,851 | 3,950 | 4,185 | 4,376 | 4,477 |
| Metric #3 Graduate Degrees in Areas of Strategic Emphasis | 15% | 1,695 | 1,729 | 1,814 | 1,850 | 1,906 |

To further distinguish the university's distinctive mission, the university may choose to provide two additional narrative and metric goals that are based on the university's own strategic plan.

Goal 1. *The 2010-15 Worlds Ahead Strategic Plan encourages interdisciplinary teaching, advanced pedagogical approaches in the classroom, and expanded state-of-the-art online learning. Therefore, FIU plans to increase fully online student credit hours offered to 20% by year 2015. This will bring technology innovation to the classroom and provide current and prospective students additional access to higher education.*

| | | | | | | |
|---|------|-----|-------|-----|-----|-----|
| Metric: Increase Percentage of Student Credit Hours Offered Fully Online | 8.1% | 20% | 22.5% | 26% | 31% | 36% |
|---|------|-----|-------|-----|-----|-----|

Goal 2. *The Strategic plan calls for increasing the percentage of full-time students at the lower, upper, GRAD 1 and GRAD 2 levels by 2 percent for year 2015. This goal is a building block in the University's effort to increase its graduation rate. The expectation is that increasing full-time enrollment as well as expanding student-support services will have a positive correlation with the number of students who complete their degrees within six years.*

| | | | | | | |
|---|----|-----|-----|-----|-----|-----|
| Metric: Gradual Shift to a Higher Percentage of Full-time Students | 5% | 66% | 68% | 69% | 70% | 71% |
|---|----|-----|-----|-----|-----|-----|



FISCAL INFORMATION

University Revenues *(in Millions of Dollars)*

| | 2013-14 Actual | 2014-15 Appropriations |
|---|-------------------|---------------------------|
| Education & General – Main Operations | | |
| State Funds | \$190.3 | \$214.9 |
| Tuition | \$223.2 | n/a |
| TOTAL MAIN OPERATIONS | \$413.5 | n/a |
| Education & General – Health-Science Center / Medical Schools | | |
| State Funds | \$ 30.5 | \$30.9 |
| Tuition | \$ 13.5 | n/a |
| TOTAL HSC | \$ 44.0 | n/a |
| Education & General – Institute of Food & Agricultural Sciences (IFAS) | | |
| State Funds | | |
| Tuition | | |
| TOTAL IFAS | | |
| EDUCATION & GENERAL TOTAL REVENUES | \$457.5 | n/a |
| Note: State funds include General Revenue funds, Lottery funds, Federal Stimulus funds, and Phosphate Research funds (for Polytechnic) appropriated by the Florida Legislature (as reported in the Annual Accountability Report). The 2014-15 appropriations data includes the funds associated with the Performance Based Funding model, which is contingent upon approval by the Board of Governors at their June Board meeting. Actual tuition includes base tuition and tuition differential fee revenues for resident and non-resident undergraduate and graduate students net of waivers (as reported in the Annual Accountability Report). Actual tuition revenues are not yet available for the 2013-14 year. | | |
| OTHER BUDGET ENTITIES | | |
| Auxiliary Enterprises | | |
| Resources associated with auxiliary units that are self-supporting through fees, payments and charges. Examples include housing, food services, bookstores, parking services, health centers. | | |
| Revenues | \$199.5 | n/a |
| Contracts & Grants | | |
| Resources received from federal, state or private sources for the purposes of conducting research and public service activities. | | |
| Revenues | \$116.6 | n/a |
| Local Funds | | |
| Resources associated with student activity (supported by the student activity fee), student financial aid, concessions, intercollegiate athletics, technology fee, green fee, and student life & services fee. | | |
| Revenues | \$203.2 | n/a |
| Faculty Practice Plans | | |
| Revenues/receipts are funds generated from faculty practice plan activities. | | |
| Revenues | \$ 3.8 | n/a |
| OTHER BUDGET ENTITY TOTAL REVENUES | \$523.1 | n/a |
| UNIVERSITY REVENUES GRAND TOTAL | \$980.6 | n/a |



FISCAL INFORMATION (continued)

Undergraduate Resident Tuition Summary *(for 30 credit hours)*

| | FY 2012-13 ACTUAL | FY 2013-14 ACTUAL | FY 2014-15 REQUEST | FY 2015-16 PLANNED | FY 2016-17 PLANNED |
|-------------------------------|----------------------|----------------------|-----------------------|-----------------------|-----------------------|
| Base Tuition | \$3,100 | \$3,152 | \$3,152 | \$3,152 | \$3,152 |
| Tuition Differential Fee | \$1,569 | \$1,569 | \$1,569 | \$1,569 | \$1,569 |
| Percent Increase | 15% | 1.1% | 0% | 0% | 0% |
| Required Fees ¹ | \$1,746 | \$1,772 | \$1,772 | \$1,832 | \$1,872 |
| TOTAL TUITION AND FEES | \$6,414 | \$6,493 | \$6,493 | \$6,553 | \$6,593 |

Note¹: For more information regarding required fees see list of per credit hour fees and block fees on page 15.

Student Debt Summary

| | 2009-10 ACTUAL | 2010-11 ACTUAL | 2011-12 ACTUAL | 2012-13 ACTUAL | 2014-15 GOAL |
|--|--------------------|-------------------|-------------------|-------------------|-----------------|
| Percent of Bachelor's Recipients with Debt | 45.16% | 46.86% | 45.88% | 49.08% | 48% |
| Average Amount of Debt <i>for Bachelor's who have graduated with debt</i> | \$15,985 | \$17,256 | \$17,705 | \$17,893 | \$18,000 |
| NSLDS Cohort Year | 2008 | 2009 | 2010 | 2011 | 2012 GOAL |
| Student Loan Cohort Default Rate (3rd Year) | 8.1% <i>trial*</i> | 9.7% | 10.5% | 8.9% <i>draft</i> | 7.5% |

*The trial rates were offered to institutions as an early indicator for the official rates published for 2009, but no opportunity to examine the data or make corrections was available.

Cost of Attendance *(for Full-Time Undergraduate Florida Residents in the Fall and Spring of 2013-14)*

| | TUITION & FEES | BOOKS & SUPPLIES | ROOM & BOARD | TRANSPORTATION | OTHER EXPENSES | TOTAL |
|-----------|-------------------|---------------------|-----------------|----------------|-------------------|-----------------|
| ON-CAMPUS | \$6,496 | \$1,316 | \$10,702 | \$2,034 | \$2,420 | \$22,968 |
| AT HOME | \$6,496 | \$1,316 | \$3,754 | \$2,856 | \$2,250 | \$16,672 |

Estimated Net Cost by Family Income *(for Full-Time Undergraduate Florida Residents in the Fall and Spring of 2013-14)*

| FAMILY INCOME GROUPS | FULL-TIME RESIDENT UNDERGRADUATES HEADCOUNT | PERCENT | AVG. NET COST OF ATTENDANCE | AVG. NET TUITION & FEES | AVERAGE GIFT AID AMOUNT | AVERAGE LOAN AMOUNT |
|----------------------------|---|-------------|-----------------------------------|-------------------------------|-------------------------------|---------------------------|
| Below \$40,000 | 9,402 | 51% | \$12,725 | -\$1,947 | \$7,742 | \$3,170 |
| \$40,000-\$59,999 | 1,843 | 10% | \$14,367 | \$371 | \$5,395 | \$2,788 |
| \$60,000-\$79,999 | 1,051 | 6% | \$14,774 | \$1,298 | \$4,432 | \$2,579 |
| \$80,000-\$99,999 | 648 | 3% | \$14,600 | \$1,317 | \$4,373 | \$2,157 |
| \$100,000 Above | 1,617 | 9% | \$15,143 | \$1,743 | \$3,894 | \$1,421 |
| Missing* | 3,986 | 21% | n/a | \$5,525 | \$0.00 | \$0.00 |
| TOTAL | 18,547 | 100% | AVERAGE | \$13,432* | \$509 | \$2,840 |

Notes: This data only represents Fall and Spring financial aid data and is accurate as of March 31, 2014. Please note that small changes to Spring 2014 awards are possible before the data is finalized. **Family Income Groups** are based on the Total Family Income (including untaxed income) as reported on student FAFSA records. **Full-time Students** is a headcount based on at least 24 credit hours during Fall and Spring terms. **Average Gift Aid** includes all grants and scholarships from Federal, State, University and other private sources administered by the Financial Aid Office. Student waivers are also included in the Gift Aid amount. Gift Aid does not include the parental contribution towards EFC. **Net Cost of Attendance** is the actual average of the total Costs of Attendance (which will vary by income group due to the diversity of students living on- & off- campus) *minus* the average Gift Aid amount. **Net Tuition & Fees** is the actual average of the total costs of tuition and fees (which will vary by income group due to the amount of credit hours students are enrolled) *minus* the average Gift Aid amount (see page 15 for list of fees that are included). **Average Loan Amount** includes Federal (Perkins, Stafford, Ford Direct, and PLUS loans) and all private loans. The bottom-line **Average** represents the average of all full-time undergraduate Florida residents (note*: the total Net Cost of Attendance does not include students with missing family income data). *Missing includes students who did not file a FAFSA.



FISCAL INFORMATION (continued)

TUITION DIFFERENTIAL SUPPLEMENTAL INFORMATION

Provide the following information for the 2013-14 academic year.

| 2013-2014 - 70% Initiatives (list the initiatives provided in the 2012-13 tuition differential request) | University Update on Each Initiative |
|---|---|
| Undergraduate Faculty Hires | Continue to improve quality of instruction and minimize impact of budget reduction to course offering and maintain enrollments. |
| Undergraduate Student Advisors | Continue to improve advisor to student ratios |
| Undergraduate Scholarly Journals and Database | Continue to maintain subscriptions and offset increased costs |
| Undergraduate Academic Support | Continue to improve writing center, resources for disabled students and security. |
| Additional Detail, where applicable: | |
| Total Number of Faculty Hired or Retained (funded by tuition differential): | 208 FTEs |
| Total Number of Advisors Hired or Retained (funded by tuition differential): | 54 FTEs |
| Total Number of Course Sections Added or Saved (funded by tuition differential): | 1,517 |
| 2013-2014 - 30% Initiatives (list the initiatives provided in the 2013-14 tuition differential request) | University Update on Each Initiative |
| FIU Tuition Differential Grants | Continue to provide aid to the neediest undergraduate students with Estimated Family Contribution = 0 |
| | |
| | |
| | |
| Additional Information (estimates as of April 30, 2014): | |
| Unduplicated Count of Students Receiving at least one Tuition Differential-Funded Award: | 7,311 |
| \$ Mean (per student receiving an award) of Tuition Differential-Funded Awards: | \$1,748.64 |
| \$ Minimum (per student receiving an award) of Tuition Differential-Funded Awards: | \$89.32 |
| \$ Maximum (per student receiving an award) of Tuition Differential-Funded Awards: | \$32,295.52 |



FISCAL INFORMATION (continued)
TUITION DIFFERENTIAL COLLECTIONS, EXPENDITURES,
& AVAILABLE BALANCES - FISCAL YEAR 2013-14 AND 2014-15

University Tuition Differential

Budget Entity: 48900100 (Education & General)

SF/Fund: 2 164xxx (Student and Other Fees Trust Fund)

| | Estimated Actual* 2013-14 | Estimated 2014-15 |
|--|------------------------------|----------------------|
| FTE Positions | | |
| Faculty | 208 | 208 |
| Advisors | 54 | 64 |
| Staff | 64 | 53 |
| Total FTE Positions | 326 | 325 |
| Balance Forward from Prior Periods | | |
| Balance Forward | \$ 254,685 | \$ 286,263 |
| Less: Prior-Year Encumbrances | - | - |
| Beginning Balance Available: | \$ 254,685 | \$ 286,263 |
| Receipts / Revenues | | |
| Tuition Differential Collections | \$ 44,370,494 | 44,806,690 |
| Interest Revenue - Current Year | - | - |
| Interest Revenue - From Carryforward Balance | - | - |
| Total Receipts / Revenues: | \$ 44,370,494 | \$ 44,806,690 |
| Expenditures | | |
| Salaries & Benefits | \$ 25,077,798 | \$ 25,518,323 |
| Other Personal Services | 1,009,038 | 955,309 |
| Expenses | 1,246,791 | 1,108,017 |
| Operating Capital Outlay | 3,293,765 | 3,293,765 |
| Student Financial Assistance | 13,711,523 | 14,217,540 |
| Expended From Carryforward Balance | - | - |
| **Other Category Expenditures | - | - |
| Total Expenditures: | \$ 44,338,915 | \$ 45,092,953 |
| Ending Balance Available: | <u>\$ 286,263</u> | <u>\$ 0</u> |

*Since the 2013-14 year has not been completed, provide an estimated actual.

**Provide details for "Other Categories" used.



FISCAL INFORMATION (continued)

UNIVERSITY TUITION, FEES AND HOUSING PROJECTIONS

This page is an excel document, pasted here as a placeholder.

University: Florida International University

| <u>Undergraduate Students</u> | <u>Actual</u> | | | <u>Projected</u> | | | |
|---|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| | 2011-12 | 2012-13 | 2013-14 | 2014-15 | 2015-16 | 2016-17 | 2017-18 |
| <u>Tuition:</u> | | | | | | | |
| Base Tuition - (0% inc. for 2014-15 to 2017-18) | \$ 103.32 | \$ 103.32 | \$ 105.07 | \$ 105.07 | \$ 105.07 | \$ 105.07 | \$ 105.07 |
| Tuition Differential | \$ 32.00 | \$ 52.29 | \$ 52.29 | \$ 52.29 | \$ 52.29 | \$ 52.29 | \$ 52.29 |
| Total Base Tuition & Differential per Credit Hour | \$135.32 | \$155.61 | \$157.36 | \$157.36 | \$157.36 | \$157.36 | \$157.36 |
| % Change | | 15.0% | 1.1% | 0.0% | 0.0% | 0.0% | 0.0% |
| <u>Fees (per credit hour):</u> | | | | | | | |
| Student Financial Aid ¹ | \$5.16 | \$5.16 | \$5.25 | \$5.25 | \$5.25 | \$5.25 | \$5.25 |
| Capital Improvement ² | \$4.76 | \$6.76 | \$6.76 | \$6.76 | \$6.76 | \$6.76 | \$6.76 |
| Activity & Service | \$11.60 | \$12.87 | \$12.87 | \$12.87 | \$14.86 | \$14.86 | \$14.86 |
| Health | | | | | | | |
| Athletic | \$15.56 | \$16.10 | \$16.10 | \$16.10 | \$16.10 | \$16.10 | \$16.29 |
| Transportation Access | | | | | | | |
| Technology ¹ | \$5.16 | \$5.25 | \$5.25 | \$5.25 | \$5.25 | \$5.25 | \$5.25 |
| Green Fee (USF, NCF, UWF only) | | | | | | | |
| Student Life & Services Fee (UNF only) | | | | | | | |
| Marshall Center Fee (USF only) | | | | | | | |
| Student Affairs Facility Use Fee (FSU only) | | | | | | | |
| Total Fees | \$42.24 | \$46.14 | \$46.23 | \$46.23 | \$48.22 | \$48.22 | \$48.41 |
| Total Tuition and Fees per Credit Hour | \$177.56 | \$201.75 | \$203.59 | \$203.59 | \$205.58 | \$205.58 | \$205.77 |
| % Change | | 13.6% | 0.9% | 0.0% | 1.0% | 0.0% | 0.1% |
| <u>Fees (block per term):</u> | | | | | | | |
| Activity & Service | | | | | | | |
| Health | \$83.19 | \$83.19 | \$93.69 | \$93.69 | \$93.69 | \$113.77 | \$113.77 |
| Athletic | \$10.00 | \$10.00 | \$10.00 | \$10.00 | \$10.00 | \$10.00 | \$10.00 |
| Transportation Access | \$81.00 | \$81.00 | \$89.00 | \$89.00 | \$89.00 | \$89.00 | \$89.00 |
| Marshall Center Fee (USF only) | | | | | | | |
| Student Affairs Facility Use Fee (FSU only) | | | | | | | |
| List any new fee proposed | | | | | | | |
| Total Block Fees per term | \$174.19 | \$174.19 | \$192.69 | \$192.69 | \$192.69 | \$212.77 | \$212.77 |
| % Change | | 0.0% | 10.6% | 0.0% | 0.0% | 10.4% | 0.0% |
| Total Tuition for 30 Credit Hours | \$4,059.58 | \$4,668.30 | \$4,720.80 | \$4,720.80 | \$4,720.80 | \$4,720.80 | \$4,720.80 |
| Total Fees for 30 Credit Hours | \$1,615.58 | \$1,732.58 | \$1,772.28 | \$1,772.28 | \$1,831.98 | \$1,872.14 | \$1,877.84 |
| Total Tuition and Fees for 30 Credit Hours | \$5,675.16 | \$6,400.88 | \$6,493.08 | \$6,493.08 | \$6,552.78 | \$6,592.94 | \$6,598.64 |
| \$ Change | | \$725.72 | \$92.20 | \$0.00 | \$59.70 | \$40.16 | \$5.70 |
| % Change | | 12.8% | 1.4% | 0.0% | 0.9% | 0.6% | 0.1% |
| <u>Out-of-State Fees</u> | | | | | | | |
| Out-of-State Undergraduate Fee | \$393.62 | \$393.62 | \$393.62 | \$393.62 | \$393.62 | \$393.62 | \$393.62 |
| Out-of-State Undergraduate Student Financial Aid ³ | \$19.68 | \$19.68 | \$19.68 | \$19.68 | \$19.68 | \$19.68 | \$19.68 |
| Total per credit hour | \$413.30 | \$413.30 | \$413.30 | \$413.30 | \$413.30 | \$413.30 | \$413.30 |
| % Change | | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% |
| Total Tuition for 30 Credit Hours | \$15,868.18 | \$16,476.90 | \$16,529.40 | \$16,529.40 | \$16,529.40 | \$16,529.40 | \$16,529.40 |
| Total Fees for 30 Credit Hours | \$2,206.01 | \$2,323.01 | \$2,362.71 | \$2,362.71 | \$2,422.41 | \$2,462.57 | \$2,468.27 |
| Total Tuition and Fees for 30 Credit Hours | \$18,074.19 | \$18,799.91 | \$18,892.11 | \$18,892.11 | \$18,951.81 | \$18,991.97 | \$18,997.67 |
| \$ Change | | \$725.72 | \$92.20 | \$0.00 | \$59.70 | \$40.16 | \$5.70 |
| % Change | | 4.0% | 0.5% | 0.0% | 0.3% | 0.2% | 0.0% |
| <u>Housing/Dining⁴</u> | | | | | | | |
| | \$10,123.97 | \$10,303.97 | \$10,662.64 | \$10,853.67 | \$11,278.08 | \$11,397.05 | \$11,535.74 |
| \$ Change | | \$180.00 | \$358.67 | \$191.03 | \$424.41 | \$118.97 | \$138.69 |
| % Change | | 1.8% | 3.5% | 1.8% | 3.9% | 1.1% | 1.2% |

¹ can be no more than 5% of tuition.

² as approved by the Board of Governors.

³ can be no more than 5% of tuition and the out-of-state fee.

⁴ combine the most popular housing and dining plans provided to students



ENROLLMENT PLANNING

Planned Enrollment Growth by Student Type *(for all E&G students at all campuses)*

| | 5 YEAR TREND <i>(2008-13)</i> | Fall 2013 ACTUAL HEADCOUNT | | Fall 2014 PLANNED HEADCOUNT | | Fall 2015 PLANNED HEADCOUNT | | Fall 2016 PLANNED HEADCOUNT | |
|-----------------------|-------------------------------------|----------------------------------|-------|-----------------------------------|-------|-----------------------------------|-------|-----------------------------------|-------|
| UNDERGRADUATE | | | | | | | | | |
| FTIC (Regular Admit) | 4.8% | 16,679 | 43.6% | 17,109 | 43.4% | 17,806 | 43.6% | 18,332 | 43.6% |
| FTIC (Profile Admit) | -71.6% | 96 | 0.3% | 99 | 0.3% | 103 | 0.3% | 106 | 0.3% |
| AA Transfers* | 57.5% | 15,868 | 41.5% | 16,432 | 41.7% | 16,964 | 41.5% | 17,436 | 41.5% |
| Other Transfers | 33.3% | 5,574 | 14.6% | 5,763 | 14.6% | 5,958 | 14.6% | 6,125 | 14.6% |
| Subtotal | 17.1% | 38,217 | 100% | 39,403 | 100% | 40,831 | 100% | 41,999 | 100% |
| GRADUATE STUDENTS | | | | | | | | | |
| Master's | 8.2% | 5,933 | 74.6% | 5,934 | 74.6% | 5,993 | 74.6% | 6,053 | 74.6% |
| Research Doctoral | 46.9% | 1,357 | 17.1% | 1,356 | 17.0% | 1,370 | 17.0% | 1,384 | 17.0% |
| Professional Doctoral | 8.6% | 659 | 8.3% | 669 | 8.4% | 675 | 8.4% | 681 | 8.4% |
| Subtotal | 13.6% | 7,949 | 100% | 7,959 | 100% | 8,038 | 100% | 8,118 | 100% |
| NOT-DEGREE SEEKING | 192.1% | 6,446 | | 7,028 | | 7,277 | | 7,510 | |
| MEDICAL | n/a | 368 | | 440 | | 480 | | 480 | |
| TOTAL | 24.2% | 52,980 | | 54,830 | | 56,625 | | 58,107 | |

Note*: AA transfers refer only to transfers from the Florida College System.

Planned Enrollment Growth by Method of Instruction *(for all E&G students at all campuses)*

| | 2 YEAR TREND (2010-11 to 2012-13) | 2012-13 | | 2014-15 | | 2015-16 | | 2016-17 | |
|----------------------|--|---------------|---------------|----------------|---------------|----------------|---------------|----------------|---------------|
| | | ACTUAL FTE | % of TOTAL | PLANNED FTE | % of TOTAL | PLANNED FTE | % of TOTAL | PLANNED FTE | % of TOTAL |
| UNDERGRADUATE | | | | | | | | | |
| DISTANCE (>80%) | 34.7% | 5,225 | 21.2% | 7,478 | 28.1% | 8,962 | 32.7% | 10,512 | 37.4% |
| HYBRID (50%-79%) | 273.0% | 403 | 1.6% | 520 | 2.0% | 537 | 2.0% | 551 | 2.0% |
| TRADITIONAL (<50%) | 3.5% | 19,047 | 77.2% | 18,532 | 69.9% | 17,901 | 65.3% | 17,060 | 60.7% |
| TOTAL | 10.3% | 24,675 | 100% | 26,530 | 100% | 27,400 | 100% | 28,123 | 100% |
| GRADUATE | | | | | | | | | |
| DISTANCE (80%) | 8.1% | 464 | 10.4% | 579 | 13.0% | 960 | 20.8% | 1,314 | 28.2% |
| HYBRID (50%-79%) | 33.8% | 49 | 1.1% | 40 | 0.9% | 41 | 0.9% | 43 | 0.9% |
| TRADITIONAL (<50%) | -10.9% | 3,957 | 88.5% | 3,841 | 86.1% | 3,605 | 78.2% | 3,371 | 71.3% |
| TOTAL | -8.9% | 4,470 | 100% | 4,460 | 100% | 4,606 | 100% | 4,728 | 100% |

Note: Full-time Equivalent (FTE) student is a measure of instructional effort (and student activity) that is based on the number of credit hours that students enroll. FTE is based on the Florida definition, which divides undergraduate credit hours by 40 and graduate credit hours by 32. **Distance Learning** is a course in which at least 80 percent of the direct instruction of the course is delivered using some form of technology when the student and instructor are separated by time or space, or both (per 1009.24(17), F.S.). **Hybrid** is a course where 50% to 79% of the instruction is delivered using some form of technology, when the student and instructor are separated by time or space, or both (per SUDS data element 2052). **Traditional (and Technology Enhanced)** refers to primarily face to face instruction utilizing some form of technology for delivery of supplemental course materials for *no more* than 49% of instruction (per SUDS data element 2052).



ENROLLMENT PLANNING (continued)

Planned Enrollment Plan by Residency and Student Level (Florida FTE)

| | Estimated 2013-14 | Funded 2014-15 | Planned 2014-15 | Planned 2015-16 | Planned 2016-17 | Planned 2017-18 | Planned 2018-19 | Planned 2019-20 | Planned Annual Growth Rate* |
|---------------------------|----------------------|-------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------------------------|
| STATE FUNDABLE | | | | | | | | | |
| <i>Florida Resident</i> | | | | | | | | | |
| LOWER | 9,492 | 7,860 | 9,773 | 10,087 | 10,353 | 10,629 | 10,923 | 11,249 | 2.9% |
| UPPER | 14,741 | 11,682 | 15,196 | 15,665 | 16,078 | 16,507 | 16,962 | 17,469 | 2.8% |
| GRAD I | 2,280 | 2,588 | 2,359 | 2,423 | 2,487 | 2,553 | 2,623 | 2,702 | 2.8% |
| GRAD II | 941 | 818 | 977 | 1,000 | 1,026 | 1,053 | 1,083 | 1,115 | 2.7% |
| TOTAL | 27,454 | 22,948 | 28,305 | 29,175 | 29,944 | 30,742 | 31,591 | 32,535 | 2.8% |
| <i>Non- Resident</i> | | | | | | | | | |
| LOWER | 693 | n/a | 707 | 737 | 757 | 777 | 798 | 822 | 3.1% |
| UPPER | 857 | n/a | 854 | 911 | 935 | 960 | 987 | 1,016 | 3.5% |
| GRAD I | 613 | n/a | 618 | 652 | 669 | 687 | 706 | 727 | 3.3% |
| GRAD II | 501 | n/a | 506 | 531 | 546 | 561 | 575 | 593 | 3.2% |
| TOTAL | 2,664 | 2,138 | 2,685 | 2,831 | 2,906 | 2,985 | 3,066 | 3,158 | 3.3% |
| TOTAL | | | | | | | | | |
| LOWER | 10,185 | n/a | 10,480 | 10,824 | 11,110 | 11,406 | 11,721 | 12,071 | 2.9% |
| UPPER | 15,598 | n/a | 16,050 | 16,576 | 17,013 | 17,467 | 17,949 | 18,485 | 2.9% |
| GRAD I | 2,893 | n/a | 2,977 | 3,075 | 3,156 | 3,240 | 3,329 | 3,429 | 2.9% |
| GRAD II | 1,442 | n/a | 1,483 | 1,531 | 1,572 | 1,614 | 1,658 | 1,708 | 2.9% |
| TOTAL | 30,118 | 25,086 | 30,990 | 32,006 | 32,851 | 33,727 | 34,657 | 35,693 | 2.9% |
| NOT STATE FUNDABLE | | | | | | | | | |
| LOWER | 394 | n/a | 437 | 437 | 437 | 437 | 437 | 437 | 0.0% |
| UPPER | 560 | n/a | 536 | 536 | 536 | 536 | 536 | 536 | 0.0% |
| GRAD I | 1,618 | n/a | 1,643 | 1,643 | 1,643 | 1,643 | 1,643 | 1,643 | 0.0% |
| GRAD II | 10 | n/a | 11 | 11 | 11 | 11 | 11 | 11 | 0.0% |
| TOTAL | 2,582 | n/a | 2,627 | 2,627 | 2,627 | 2,627 | 2,627 | 2,627 | 0.0% |

Note: Full-time Equivalent (FTE) student is a measure of instructional effort (and student activity) that is based on the number of credit hours that students enroll. FTE is based on the Florida definition, which divides undergraduate credit hours by 40 and graduate credit hours by 32. Note*: The average annual growth rate is based on the annual growth rate from 2014-15 to 2019-20.

Medical Student Headcount Enrollments

| | | | | | | | | | |
|-------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|------|
| <i>Medical Doctorate Headcounts</i> | | | | | | | | | |
| RESIDENT | 308 | 385 | 368 | 402 | 402 | 402 | 402 | 402 | 1.8% |
| NON-RESIDENT | 60 | 55 | 72 | 78 | 78 | 78 | 78 | 78 | 1.6% |
| TOTAL | 368 | 440 | 440 | 480 | 480 | 480 | 480 | 480 | 1.8% |
| <i>Dentistry Headcounts</i> | | | | | | | | | |
| RESIDENT | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| NON-RESIDENT | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| TOTAL | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| <i>Veterinary Headcounts</i> | | | | | | | | | |
| RESIDENT | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| NON-RESIDENT | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| TOTAL | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |



ACADEMIC PROGRAM COORDINATION

New Programs For Consideration by University in AY 2014-15

The S.U.S. Council of Academic Vice Presidents (CAVP) Academic Program Coordination Work Group will review these programs as part of their on-going coordination efforts. The programs listed below are based on the 2013-14 Work Plan list for programs under consideration for 2014-16.

| PROGRAM TITLES | CIP CODE 6-digit | AREA OF STRATEGIC EMPHASIS | OTHER UNIVERSITIES WITH SAME PROGRAM | OFFERED VIA DISTANCE LEARNING IN SYSTEM | PROJECTED ENROLLMENT <i>in 5th year</i> | PROPOSED DATE OF SUBMISSION TO UBOT |
|--|------------------------|----------------------------------|---|--|---|--|
| BACHELOR'S PROGRAMS | | | | | | |
| Sustainability | 30.3301 | STEM | UF | | 100 | 8/2014 |
| Latin American Studies | 05.0107 | GLOBAL | UCF | | 40 | 1/2015 |
| MASTER'S, SPECIALIST AND OTHER ADVANCED MASTER'S PROGRAMS | | | | | | |
| Cyber Security | 11.1003 | STEM | | | 35 | 8/2014 |
| Logistics Engineering | 14.2701 | STEM | UF | Y | 50 | 1/2015 |
| Disaster Management | 43.0302 | | | | 42 | 1/2015 |
| Pedagogy in History | 54.0199 | | | | 30 | 1/2015 |
| DOCTORAL PROGRAMS | | | | | | |
| Linguistics | 16.0102 | GLOBAL | UF | | 15 | 1/2014 |
| International Crime and Justice | 43.0104 | | FSU, UCF, UF, USF_T | | 35 | 6/2014 |

New Programs For Consideration by University in 2015-17

These programs will be used in the 2015-16 Work Plan list for programs under consideration for 2015-16.

| PROGRAM TITLES | CIP CODE 6-digit | AREA OF STRATEGIC EMPHASIS | OTHER UNIVERSITIES WITH SAME PROGRAM | OFFERED VIA DISTANCE LEARNING IN SYSTEM | PROJECTED ENROLLMENT <i>in 5th year</i> | PROPOSED DATE OF SUBMISSION TO UBOT |
|--|------------------------|----------------------------------|--|--|---|--|
| BACHELOR'S PROGRAMS | | | | | | |
| Anthropology (BA) | 45.0201 | GLOBAL | FAU, FGCU, FSU, UF, UCF, USF_T, USF_SP, UNF | | 100 | 1/2016 |
| Biochemistry | 26.0202 | STEM | FSU | | 15 | 1/2016 |
| MASTER'S, SPECIALIST AND OTHER ADVANCED MASTER'S PROGRAMS | | | | | | |
| DOCTORAL PROGRAMS | | | | | | |
| Mathematical Science | 27.0101 | STEM | UF, FSU, FAU, USF_T | | 24 | 8/2015 |
| Pharmacy | 51.2001 | HEALTH | FAMU, UF, USF_T | | 400 | 8/2017 |



DEFINITIONS

Performance Based Funding

| | |
|--|---|
| Percent of Bachelor's Graduates Employed Full-time in Florida or Continuing their Education in the U.S. One Year After Graduation | <p>This metric is based on the percentage of a graduating class of bachelor's degree recipients who are employed full-time in Florida or continuing their education somewhere in the United States. Students who do not have valid social security numbers are excluded.</p> <p>Note: Board staff have been in discussions with the Department of Economic Opportunity staff about the possibility of adding non-Florida employment data (from Wage Record Interchange System (WRIS2) to this metric for future evaluation.</p> <p>Sources: State University Database System (SUDS), Florida Education & Training Placement Information Program (FETPIP), National Student Clearinghouse.</p> |
| Median Wages of Bachelor's Graduates Employed Full-time in Florida One Year After Graduation | <p>This metric is based on annualized Unemployment Insurance (UI) wage data from the fourth fiscal quarter after graduation for bachelor's recipients. UI wage data does not include individuals who are self-employed, employed out of state, employed by the military or federal government, those without a valid social security number, or making less than minimum wage.</p> <p>Sources: State University Database System (SUDS), Florida Education & Training Placement Information Program (FETPIP), National Student Clearinghouse.</p> |
| Average Cost per Bachelor's Degree <i>Instructional costs to the university</i> | <p>For each of the last four years of data, the annual total undergraduate instructional expenditures were divided by the total fundable student credit hours to create a cost per credit hour for each year. This cost per credit hour was then multiplied by 30 credit hours to derive an average annual cost. The average annual cost for each of the four years was summed to provide an average cost per degree for a baccalaureate degree that requires 120 credit hours.</p> <p>Sources: State University Database System (SUDS), Expenditure Analysis: Report IV (2009-10 through 2012-13).</p> |
| Six Year FTIC Graduation Rate | <p>This metric is based on the percentage of first-time-in-college (FTIC) students who started in the Fall (or summer continuing to Fall) term and had graduated from the same institution within six years. Students of degree programs longer than four years (eg, PharmD) are included in the cohorts. Students who are active duty military are not included in the data.</p> <p>Source: State University Database System (SUDS).</p> |
| Academic Progress Rate <i>2nd Year Retention with GPA Above 2.0</i> | <p>This metric is based on the percentage of first-time-in-college (FTIC) students who started in the Fall (or summer continuing to Fall) term and were enrolled full-time in their first semester and were still enrolled in the same institution during the Fall term following their first year with had a grade point average (GPA) of at least 2.0 at the end of their first year (Fall, Spring, Summer).</p> <p>Source: State University Database System (SUDS).</p> |
| University Access Rate <i>Percent of Undergraduates with a Pell-grant</i> | <p>This metric is based the number of undergraduates, enrolled during the fall term, who received a Pell-grant during the fall term. Unclassified students, who are not eligible for Pell-grants, were excluded from this metric.</p> <p>Source: State University Database System (SUDS).</p> |
| Bachelor's Degrees Awarded within Programs of Strategic Emphasis <i>(includes STEM)</i> | <p>This metric is based on the number of baccalaureate degrees awarded within the programs designated by the Board of Governors as 'Programs of Strategic Emphasis'. A student who has multiple majors in the subset of targeted Classification of Instruction Program codes will be counted twice (i.e., double-majors are included).</p> <p>Source: State University Database System (SUDS).</p> |
| Graduate Degrees Awarded within Programs of Strategic Emphasis <i>(includes STEM)</i> | <p>This metric is based on the number of graduate degrees awarded within the programs designated by the Board of Governors as 'Programs of Strategic Emphasis'. A student who has multiple majors in the subset of targeted Classification of Instruction Program codes will be counted twice (i.e., double-majors are included).</p> <p>Source: State University Database System (SUDS).</p> |


Freshmen in Top 10% of High School Class

Applies to: NCF

Percent of all degree-seeking, first-time, first-year (freshman) students who had high school class rank within the top 10% of their graduating high school class.

Source: New College of Florida.

BOG Choice Metrics
Percent of Bachelor's Degrees Without Excess Hours

This metric is based on the percentage of baccalaureate degrees awarded within 110% of the credit hours required for a degree based on the Board of Governors Academic Program Inventory.

Note: It is important to note that the statutory provisions of the "Excess Hour Surcharge" (1009.286, FS) have been modified several times by the Florida Legislature, resulting in a phased-in approach that has created three different cohorts of students with different requirements. The performance funding metric data is based on the latest statutory requirements that mandates 110% of required hours as the threshold. In accordance with statute, this metric excludes the following types of student credits (ie, accelerated mechanisms, remedial coursework, non-native credit hours that are not used toward the degree, non-native credit hours from failed, incomplete, withdrawn, or repeated courses, credit hours from internship programs, credit hours up to 10 foreign language credit hours for transfer students in Florida, and credit hours earned in military science courses that are part of the Reserve Officers' Training Corps (ROTC) program).

Source: State University Database System (SUDS).

Number of Faculty Awards

This metric is based on the number of awards that faculty have earned in the arts, humanities, science, engineering and health fields as reported in the annual 'Top American Research Universities' report. Twenty-three of the most prominent awards are considered, including: Getty Scholars in Residence, Guggenheim Fellows, Howard Hughes Medical Institute Investigators, MacArthur Foundation Fellows, National Endowment for the Humanities (NEH) Fellows, National Medal of Science and National Medal of Technology, Robert Wood Johnson Policy Fellows, Sloan Research Fellows, Woodrow Wilson Fellows, to name a few awards.

Source: Center for Measuring University Performance, Annual Report of the Top American Research Universities (TARU).

National Ranking for Institutional & Program Achievements

This metric is based on the number of Top 50 university rankings that NCF earned from the following list of publications: US News and World Report, Forbes, Kiplinger, Washington Monthly, Center for Measuring University Performance, Times Higher Education World University Rankings, QS World University Ranking, and the Academic Ranking of World Universities.

Source: Board of Governors staff review.

BOT Choice Metrics
Percent of R&D Expenditures Funded from External Sources
 FAMU

This metric reports the amount of research expenditures that was funded from federal, private industry and other (non-state and non-institutional) sources.

Source: National Science Foundation annual survey of Higher Education Research and Development (HERD).

Bachelor's Degrees Awarded to Minorities
 FAU, FGCU, FIU

This metric is the number, or percentage, of baccalaureate degrees granted in an academic year to Non-Hispanic Black and Hispanic students. This metric does not include students classified as Non-Resident Alien or students with a missing race code.

Source: State University Database System (SUDS).

National Rank Higher than Predicted by the Financial Resources Ranking Based on U.S. and World News
 FSU

This metric is based on the difference between the Financial Resources rank and the overall University rank. U.S. News measures financial resources by using a two-year average spending per student on instruction, research, student services and related educational expenditures - spending on sports, dorms and hospitals doesn't count.

Source: US News and World Report's annual National University rankings.



| | |
|--|--|
| Percent of Undergraduate Seniors Participating in a Research Course NCF | This metric is based on the percentage of undergraduate seniors who participate in a research course during their senior year. Source: New College of Florida. |
| Number of Bachelor Degrees Awarded Annually UCF | This metric is the number of baccalaureate degrees granted in an academic year. Students who earned two distinct degrees in the same academic year were counted twice; students who completed multiple majors or tracks were only counted once. Source: State University Database System (SUDS). |
| Total Research Expenditures UF | This metric is the total expenditures (includes non-science & engineering fields) for research & development activities within a given fiscal year. Source: National Science Foundation annual survey of Higher Education Research and Development (HERD). |
| Percent of Course Sections Offered via Distance and Blended Learning UNF | This metric is based on the percentage of course sections classified as having at least 50% of the instruction delivered using some form of technology, when the student and instructor are separated by time or space, or both. Source: State University Database System (SUDS). |
| Number of Postdoctoral Appointees USF | This metric is based on the number of post-doctoral appointees at the beginning of the academic year. A postdoctoral researcher has recently earned a doctoral (or foreign equivalent) degree and has a temporary paid appointment to focus on specialized research/scholarship under the supervision of a senior scholar. Source: National Science Foundation/National Institutes of Health annual Survey of Graduate Students and Post-doctorates in Science and Engineering (GSS). |
| Percentage of Adult Undergraduates Enrolled UWF | This metric is based on the percentage of undergraduates (enrolled during the fall term) who are at least 25 years old at the time of admission. This includes undergraduates who are not degree-seeking, or unclassified. Source: State University Database System (SUDS). |

Preeminent Research University Funding Metrics

| | |
|--|--|
| Average GPA and SAT Score | An average weighted grade point average of 4.0 or higher and an average SAT score of 1800 or higher for fall semester incoming freshmen, as reported annually in the admissions data that universities submit to the Board of Governors. This data includes registered FTIC (student type='B','E') with an admission action of admitted or provisionally admitted ('A','P','X'). |
| Public University National Ranking | A top-50 ranking on at least two well-known and highly respected national public university rankings, reflecting national preeminence, using most recent rankings. Legislative staff based their initial evaluation on the following list: US News and World Report, Forbes, Kiplinger, Washington Monthly, Center for Measuring University Performance, Times Higher Education World University Rankings, QS World University Ranking, and the Academic Ranking of World Universities. |
| Freshman Retention Rate (Full-time, FTIC) | Freshman Retention Rate (Full-time, FTIC) as reported annually to the Integrated Postsecondary Education Data System (IPEDS). The retention rates that are reported in the Board's annual Accountability report are preliminary because they are based on student enrollment in their second fall term as reported by the 28th calendar day following the first day of class. When the Board of Governors reports final retention rates to IPEDS in the Spring (usually the first week of April), that data is based on the student enrollment data as reported after the Fall semester has been completed. The preliminary and final retention rates are nearly identical when rounded to the nearest whole number. |



| | |
|---|--|
| 6-year Graduation Rate (Full-time, FTIC) | 6-year Graduation Rate (Full-time, FTIC) as reported annually to the Integrated Postsecondary Education Data System (IPEDS). The Board of Governors reports the preliminary graduation rates in the annual Accountability report, and 'final' graduation rates to IPEDS in the beginning of February. The final rates are usually the same as the preliminary rates but can be slightly higher (1%-2% points) due to cohort adjustments for specific, and rare, exemptions allowed by IPEDS. |
| National Academy Memberships | National Academy Memberships held by faculty as reported by the Center for Measuring University Performance in the Top American Research Universities (TARU) annual report. |
| Total Annual Research Expenditures (\$M) (Science & Engineering only) | Total Science & Engineering Research Expenditures, including federal research expenditures, of \$200 million or more, as reported annually by the National Science Foundation (NSF). |
| Total Annual Research Expenditures in Diversified Non-Medical Sciences (\$M) (Science & Engineering only) | Total S&E research expenditures in non-medical sciences as reported by the NSF. This removes medical sciences funds (9F & 12F in HERD survey) from the total S&E amount. |
| National Ranking in S.T.E.M. Research Expenditures | The NSF identifies 8 broad disciplines within Science & Engineering (Computer Science, Engineering, Environmental Science, Life Science, Mathematical Sciences, Physical Sciences, Psychology, Social Sciences). The rankings by discipline are determined by BOG staff using the NSF WebCaspar database. |
| Patents Awarded (over 3 year period) | Total patents awarded by the United States Patent and Trademark Office (USPTO) for the most recent 3-year period. Due to a year-lag in published reports, Board of Governors staff query the USPTO database with a query that only counts utility patents: "(AN/"University Name" AND ISD/20100101->20131231 AND APT/1)". |
| Doctoral Degrees Awarded Annually | Doctoral degrees awarded annually, as reported annually in the Board of Governors Accountability Report. Note: per legislative workpapers, this metric does not include Professional degrees. |
| Number of Post-Doctoral Appointees | The number of Postdoctoral Appointees awarded annually, as reported in the TARU annual report. This data is based on National Science Foundation/National Institutes of Health annual Survey of Graduate Students and Post-doctorates in Science and Engineering (GSS). |
| Endowment Size (\$M) | This data comes from the National Association of College and University Business Officers (NACUBO) and Commonfund Institute's annual report of Market Value of Endowment Assets - which, due to timing, may release the next fiscal year's data after the Board of Governors Accountability report is published. |



Goals Common to All Universities

Academic Quality

| | |
|--|--|
| Avg. SAT Score (for 3 subtests) | An average weighted grade point average of 4.0 or higher and an average SAT score of 1800 or higher for fall semester incoming freshmen, as reported annually in the admissions data that universities submit to the Board of Governors. This data includes registered FTIC (student type='B','E') with an admission action of admitted or provisionally admitted ('A','P','X'). |
| Avg. HS GPA | The average HS GPA for Admitted & Registered FTIC and early admit (B,E) students. Max score is 5.0. |
| Professional/Licensure Exam First-time Pass Rates | The number of exams with first-time pass rates above and below the national or state average, as reported in the 2012-13 Accountability report, including: Nursing, Law, Medicine (3 subtests), Veterinary, Pharmacy, Dental (2 subtests), Physical Therapy, and Occupational Therapy. |

Operational Efficiency

| | |
|---|---|
| Freshman Retention Rate | The percentage of a full-time, first-time-in-college (FTIC) undergraduate cohort (entering in fall term or summer continuing to fall) that is still enrolled or has graduated from the <u>same</u> institution in the following fall term as reported in the 2012-13 Accountability report (table 4B) – see link . |
| FTIC Graduation Rates In 4 years (or less) In 6 years (or less) | As reported in the 2012-13 Accountability report (table 4D), First-time-in-college (FTIC) cohort is defined as undergraduates entering in fall term (or summer continuing to fall) with fewer than 12 hours earned since high school graduation. The rate is the percentage of the initial cohort that has either graduated from or is still enrolled in the <u>same</u> institution by the fourth or sixth academic year. Both full-time and part-time students are used in the calculation. The initial cohort is revised to remove students, who have allowable exclusions as defined by IPEDS, from the cohort. |
| AA Transfer Graduation Rates In 2 years (or less) In 4 years (or less) | As reported in the 2012-13 Accountability report (table 4E), AA Transfer cohort is defined as undergraduates entering in the fall term (or summer continuing to fall) and having earned an AA degree from an institution in the Florida College System. The rate is the percentage of the initial cohort that has either graduated from or is still enrolled in the <u>same</u> institution by the second or fourth academic year. Both full-time and part-time students are used in the calculation. The initial cohort is revised to remove students, who have allowable exclusions as defined by IPEDS, from the cohort. |
| Average Time to Degree (for FTIC) | This metric is the number of years between the start date (using date of most recent admission) and the end date (using the last month in the term degree was granted) for a graduating class of first-time, single-major baccalaureates in 120 credit hour programs within a (Summer, Fall, Spring) year. |

Return on Investment

| | |
|--|---|
| Bachelor's Degrees Awarded | This is a count of baccalaureate degrees awarded as reported in the 2012-13 Accountability Report (table 4G). |
| Percent of Bachelor's Degrees in STEM | The percentage of baccalaureate degrees that are classified as STEM by the Board of Governors in the SUS program inventory as reported in the 2012-13 Accountability Report (table 4H). |
| Graduate Degrees Awarded | This is a count of graduate degrees awarded as reported in the 2012-13 Accountability Report (table 5B). |
| Percent of Graduate Degrees in STEM | The percentage of baccalaureate degrees that are classified as STEM by the Board of Governors in the SUS program inventory as reported in the 2012-13 Accountability Report (table 5C). |
| Annual Gifts Received (\$M) | As reported in the Council for Aid to Education's Voluntary Support of Education (VSE) survey in the section entitled "Gift Income Summary," this is the sum of the present value of all gifts (including outright and deferred gifts) received for any purpose and from all sources during the fiscal year, excluding pledges and bequests. (There's a deferred gift calculator at www.cae.org/vse .) The present value of non-cash gifts is defined as the tax deduction to the donor as allowed by the IRS. |
| Endowment (\$M) | Endowment value at the end of the fiscal year, as reported in the annual NACUBO Endowment Study (changed to the NACUBO-Common Fund Study of Endowments in 2009). |



Goals Specific to Research Universities

Academic Quality

Faculty Awards

Awards include: American Council of Learned Societies (ACLS) Fellows, Beckman Young Investigators, Burroughs Wellcome Fund Career Awards, Cottrell Scholars, Fulbright American Scholars, Getty Scholars in Residence, Guggenheim Fellows, Howard Hughes Medical Institute Investigators, Lasker Medical Research Awards, MacArthur Foundation Fellows, Andrew W. Mellon Foundation Distinguished Achievement Awards, National Endowment for the Humanities (NEH) Fellows, National Humanities Center Fellows, National Institutes of Health (NIH) MERIT, National Medal of Science and National Medal of Technology, NSF CAREER awards (excluding those who are also PECASE winners), Newberry Library Long-term Fellows, Pew Scholars in Biomedicine, Presidential Early Career Awards for Scientists and Engineers (PECASE), Robert Wood Johnson Policy Fellows, Searle Scholars, Sloan Research Fellows, Woodrow Wilson Fellows. As reported by the Top American Research Universities – see [link](#).

National Academy Members

The number of National Academy members included in the National Academy of Sciences, National Academy of Engineering, and the Institute of Medicine. As reported by the Top American Research Universities – see [link](#).

Number of Post-Doctoral appointees

As submitted to the National Science Foundation Survey of Graduate Students and Post-doctorates in Science & Engineering (also known as the GSS) – see [link](#).

Number of Science & Engineering Disciplines nationally ranked in Top 100 for research expenditures

The number of Science & Engineering disciplines the university ranks in the top 100 (for public and private universities) based on the National Science Foundation's annual survey for R&D expenditures, which identifies 8 broad disciplines within Science & Engineering (Computer Science, Engineering, Environmental Science, Life Science, Mathematical Sciences, Physical Sciences, Psychology, and Social Sciences). Historically NSF provided these rankings (see tables 45-61 at [link](#)), but now data must be queried via WebCASPAR – see [link](#).

Return on Investment

Total Research Expenditures (\$M)

Total expenditures for all research activities (including non-science and engineering activities) as reported in the National Science Foundation annual survey of Higher Education Research and Development (HERD).

Science & Engineering Research Expenditures in non-medical/health sciences

This metric reports the Science & Engineering total R&D expenditures minus the research expenditures for medical sciences as reported by the National Science Foundation. Historically NSF provided these data (see [link](#), table 36 *minus* table 52), but now data must be queried via WebCASPAR.

Percent of R&D Expenditures funded from External Sources

This metric reports the amount of research expenditures that was funded from federal, private industry and other (non-state and non-institutional) sources.
Source: National Science Foundation annual survey of Higher Education Research and Development (HERD).

Patents Issued

The number of patents issued in the fiscal year as reported in the 2011-12 Accountability Report (table 6A).

Licenses/Options Executed

Licenses/options executed in the fiscal year for all technologies as reported in the 2011-12 Accountability Report (table 6A).

Licensing Income Received (\$M)

License issue fees, payments under options, annual minimums, running royalties, termination payments, amount of equity received when cashed-in, and software and biological material end-user license fees of \$1,000 or more, but not research funding, patent expense reimbursement, valuation of equity not cashed-in, software and biological material end-user license fees of less than \$1,000, or trademark licensing royalties from university insignia. Data as reported in the 2012-13 Accountability Report (table 6A).

Number of Start-up Companies

The number of start-up companies that were dependent upon the licensing of University technology for initiation as reported in the 2012-13 Accountability Report (table 6A).

National rank is higher than predicted by Financial Resources Ranking

based on US News & World Report

This metric compares the overall national university ranking to the financial resources rank as reported by the US News and World report.

Research Doctoral Degrees Awarded

The number of research doctoral degrees awarded annually as reported in the 2012-13 Accountability Report (table 5B).

**Professional Doctoral Degrees Awarded**

The number of professional doctoral degrees awarded annually as reported in the 2012-13 Accountability Report (table 5B).

Student Debt Summary**Percent of Bachelor's Recipients with Debt**

This is the percentage of bachelor's graduates in a given academic year who entered the university as a first-time-in-college (FTIC) student and who borrowed through any loan programs (institutional, state, Federal Perkins, Federal Stafford Subsidized and unsubsidized, private) that were certified by your institution - excludes parent loans.
Source: Common Dataset (H4).

Average Amount of Debt for Bachelor's who have graduated with debt

This is the average amount of cumulative principal borrowed (from any loan program certified by the institution) for each native, FTIC bachelor's recipient in a given academic year that graduated with debt – see metric definition above. This average does NOT include students who did not enter a loan program that was certified by the institution.
Source: Common Dataset (H5).

Student Loan Cohort Default Rate (3rd Year)

Student loan cohort default rate (CDR) data includes undergraduate and graduate students, and refers to the three federal fiscal year period when the borrower enters repayment and ends on the second fiscal year following the fiscal year in which the borrower entered repayment. Cohort default rates are based on the number of borrowers who enter repayment, not the number and type of loans that enter repayment. A borrower with multiple loans from the same school whose loans enter repayment during the same cohort fiscal year will be included in the formula only once for that cohort fiscal year. Default rate debt includes: Federal Stafford Loans, and Direct Stafford/Ford Loans – for more information see:

<http://ifap.ed.gov/DefaultManagement/CDRGuideMaster.html>.

| Three Year CDR | | | |
|--------------------|----------------|--|--|
| Cohort Fiscal Year | Year Published | Borrowers in the Numerator Borrowers in the Denominator | 3-Yr Time Period (Numerator) 1-Yr Time Period (Denominator) |
| 2009 | 2012 | Borrowers who entered repayment in 2009 and defaulted in 2009, 2010 or 2011 Borrowers who entered repayment in 2009 | 10/01/2008 to 9/30/2011 10/01/2008 to 9/30/2009 |
| 2010 | 2013 | Borrowers who entered repayment in 2010 and defaulted in 2010, 2011 or 2012 Borrowers who entered repayment in 2010 | 10/01/2009 to 9/30/2012 10/01/2009 to 9/30/2010 |
| 2011 | 2014* | Borrowers who entered repayment in 2011 and defaulted in 2011, 2012 or 2013 Borrowers who entered repayment in 2011 | 10/01/2010 to 9/30/2013 10/01/2010 to 9/30/2011 |
| 2012 | 2015 | Borrowers who entered repayment in 2012 and defaulted in 2012, 2013 or 2014 Borrowers who entered repayment in 2012 | 10/01/2011 to 9/30/2014 10/01/2011 to 9/30/2012 |
| 2013 | 2016 | Borrowers who entered repayment in 2013 and defaulted in 2013, 2014 or 2015 Borrowers who entered repayment in 2013 | 10/01/2012 to 9/30/2015 10/01/2012 to 9/30/2013 |
| 2014 | 2017 | Borrowers who entered repayment in 2014 and defaulted in 2014, 2015 or 2016 Borrowers who entered repayment in 2014 | 10/01/2013 to 9/30/2016 10/01/2013 to 9/30/2014 |
| 2015 | 2018 | Borrowers who entered repayment in 2015 and defaulted in 2015, 2016 or 2017 Borrowers who entered repayment in 2015 | 10/01/2014 to 9/30/2017 10/01/2014 to 9/30/2015 |

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

June 12, 2014

Subject: Ratification of the 2014-2017 Collective Bargaining Agreement (CBA) Between the Florida International University Board of Trustees (BOT) and the Florida Nurses Association, Office and Professional Employees International Union, Local 713, AFL-CIO (FNA Local 713) and the Memorandum of Understanding (MOU) between the BOT and FNA Local 713 to provide the FNA nurses with the \$600 legislative bonus previously promised to them when the employees were out-of-unit

Proposed Board Action:

Ratify the 2014-2017 CBA between the BOT and the Florida Nurses Association, Office and Professional Employees International Union, Local 713, AFL-CIO and ratify the MOU between the parties to provide the legislative bonus to the unit employees.

Background Information:

The nurses employed at the Student Health Services (the unit) decertified the previous union, The Service Employees International Union, Local 1991, on August 28, 2013. The unit sought new representation through the Florida Nurses Association, Office and Professional Employees International Union, Local 713, AFL-CIO (FNA Local 713). An election was held on October 31, 2013 through November 21, 2013. On December 9, 2013, the Public Employee Relations Commission certified the FNA Local 713 as the union representative for the nurses.

Representatives of the BOT and LOCAL 713 have engaged in collective bargaining and reached a tentative agreement on the terms of the articles and policies of the 2014-2017 BOT-FNA LOCAL 713 Collective Bargaining Agreement. The unit ratified this contract on June 2, 2014.

Additionally, the parties agreed to an MOU which provides the unit with the \$600 legislatively appropriated bonus (not to be added to the wage base) that had been promised to the nurses when the employees were out-of-unit. The unit ratified the MOU on June 2, 2014.

Florida Board of Governors Regulation 1.001 provides that 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.

Supporting Documentation: Term Sheet

Proposed 2014-17 new CBA and Policies between the BOT and the Florida Nurses Association, Office and Professional Employees International Union, Local 713, AFL-CIO

Proposed MOU between the BOT and the Florida Nurses Association, Office and Professional Employees International Union, Local 713, AFL-CIO

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**Florida Nurses Association, Office & Professional Employees International Union,
Local 713, AFL-CIO (Local 713) Collective Bargaining**

Term: 2014-2017

Wages: 2014-2017: Market Equity Adjustment

2015-2016: A pool of funds equal to one percent (1%) of the base pay for the bargaining unit will be made available for the increases. The increase will be awarded to the eligible employee based on performance and will be added to the employee's base salary.

2016-2017: A pool of funds equal to two percent (2%) of the base pay for the bargaining unit will be made available for the increases. The increase will be awarded to the eligible employee based on performance and will be added to the employee's base salary.

This is the first contract in which FIU will be providing performance-based salary increases to its employees and moving away from the across-the-board increase salary model. The new performance-based salary increase model will be in alignment with the Board of Governors recent performance-based funding model.

Date of Union Ratification: June 2, 2014

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**THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF
TRUSTEES**

And

**FLORIDA NURSES ASSOCIATION, OFFICE &
PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,
LOCAL 713, AFL-CIO (LOCAL 713)**

COLLECTIVE BARGAINING AGREEMENT

2014 - 2017

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PREAMBLE

THIS AGREEMENT is between The Florida International University Board of Trustees (FIU/BOT, FIU, Board, or the University) and the Florida Nurses Association, Office & Professional Employees International Union, Local 713, AFL-CIO (FNA Local 713) representing the employees in the Bargaining Unit. It is recognized by the University and the FNA Local 713 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 FNA that terms and conditions of employment of employees are contained in this Agreement and in the University's personnel regulations, 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

1.1 Florida International University (University or FIU) recognizes the Florida Nurses Association, Office & Professional Employees International Union, Local 713, AFL-CIO (the Union or FNA) as the exclusive collective bargaining representative of the bargaining unit certified by the Public Employees Relations Commission in Case No. RC-2013-013 to consist of the following:

1.2 All full-time and regularly scheduled part-time employees in the Student Health Services occupying positions in classifications which meet the requirements of a "professional employee" as set forth in Section 447.203(13), Florida Statutes (2003), and who are in a class code and class title as follows: 5290 Registered Nurse; 5291 Senior Registered Nurse; 5294 Registered Nurse Specialist; 5297 Advanced Registered Nurse Practitioner; 5306 Registered Nurse Supervisor; 5308 Senior Registered Nurse Supervisor; and 5311 Senior Registered Nurse Specialist.

1.3 This Agreement specifically excludes employees in positions designated as managerial, confidential, temporary, or emergency status, and all persons paid from other personnel services (OPS) funds and all supervisors, guards and all other employees.

1.4 FIU will not be called upon to recognize the FNA 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:

- “Administration” means Florida International University acting through its President and staff.
- "Bargaining unit" means those employees, collectively, represented for collective bargaining purposes by the FNA pursuant to Florida Public Employees Relations Commission Certification Case No. RC-2013.
- "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.
- “Days” means calendar days, excluding any day observed as a State/University holiday unless otherwise noted.
- “Employee” means a member of the bargaining unit as it is described in Article 1.
- “Executive Director of FNA Local 713” means the designated individual who serves as the Executive Director of FNA Local 713 and his/her representative.
- “FNA Employee Representative” means an employee who has been designated by FNA to investigate grievances and to represent grievant(s) at Step 1 when FNA Local 713 has been selected as the employee’s representative.
- “Grievance” means a dispute filed with the Supervisor (“Step 1”) using Appendix C of this Agreement concerning the interpretation or application of a specific provision of this Agreement which is subject to the Grievance Procedure. The filing or pendency of any grievance under the provisions of this Article shall in no way impede or delay the right of the University to take the action complained of, subject, however to the final disposition of the grievance.
- “Grievant” means an employee or group of employees who has/have filed a grievance in a dispute over a provision of the Agreement which confers upon the employee. FNA may file a grievance in a dispute over a provision of this Agreement that confers rights upon FNA.
- “Position” means a position in a classification included in a bargaining unit described in Article 1.
- “President” means the President of FIU or his/her representative.
- "Supervisor" means an individual identified by the President as having immediate administrative authority over bargaining unit employees.
- "University" or “FIU” means Florida International University Board of Trustees, acting through the President and staff.

ARTICLE 3
EMPLOYEE REPRESENTATION AND FNA LOCAL 713 ACTIVITIES

3.1 Designation and Selection of Representatives - The Executive Director of FNA Local 713 shall annually furnish to the Vice President for Human Resources or designee, no later than July 1, a list of FNA Local 713 Employee Representatives and FNA Local 713 Staff Representatives who are designated to assist in processing grievances. This list shall include the class title and the name of each FNA Local 713 Employee Representative and the address and telephone number of the FNA Local 713 Staff Representatives. FIU will not recognize any person as an FNA Local 713 Employee Representative or FNA Local 713 Staff Representative whose name does not appear on the list. Changes in these representatives may be made by written notice to the University. No more than two (2) employees may be designated as FNA Local 713 Employee Representatives.

3.2 Representative Access - FNA Local 713 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 be made to Office of Employee & Labor Relations (ELR) and 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. FNA Local 713 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 - The Vice President for Human Resources or his/her designee shall meet with FNA Local 713 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 FNA Local 713 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. If a consultation meeting is held or requires reasonable travel time during the working hours of any employee participant, such participant shall be excused without loss of pay for that purpose. Attendance at a consultation meeting outside of regular working hours shall not be deemed time worked.

3.4 Bulletin Boards - 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 FNA use in accordance with University policy. The materials posted on the boards shall be related only to FNA 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. Posted materials must be dated and bear the signature of the FNA's authorized representative.

3.5 Agendas, Rules and Employee Information Provided - FIU shall provide FNA with the website address where it can view the agenda and approved minutes of meetings of the Board of Trustees.

3.6 Upon written request of FNA Local 713, 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.

3.7 The University shall provide FNA with the website address where it can view FIU personnel regulation, policies and this collective bargaining agreement.

3.8 Negotiations - FNA agrees that all collective bargaining is to be conducted with FIU representatives designated for that purpose by the University. FNA Local 71 may designate in writing no more than two (2) employees to serve on its negotiation committee and no more than one (1) employee to serve as an alternate for a committee member who is unable to attend a negotiating session. The selection or attendance of any employee shall not impede the operations of the work unit.

3.9 Leave for Negotiating and Other FNA Local 713 Activities

(a) Employees shall have the right to request use of accrued vacation leave, in writing, for the purpose of attending FNA conventions, FNA conferences, consultation meetings, and collective bargaining negotiation sessions. The use of such leave shall be governed by the same policy 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, administrative leave shall be granted to the FNA bargaining committee member for purpose of attending the negotiations. Committee members shall not be reimbursed by the University for travel, meals, lodging, or any other expense incurred in connection with attendance at the negotiating sessions.

ARTICLE 4 GRIEVANCE AND ARBITRATION PROCEDURE

4.1 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed that this Article delineates the procedure for the resolution of grievances between the parties arising from any alleged violation of a specific term of this Agreement with the exception of Article 10 Training and Education, Article 11 Classification Review, Article 12 Internal Recruitment, Promotions, Demotions and Transfers, Article 13 Miscellaneous, Article 14 Performance Excellence Process, and Article 20 Maintenance of University Regulations and Policies which are not subject to the Grievance and Arbitration Procedure but shall be governed by the provisions of the Neutral, Internal Resolution of Policy Disputes.

4.2 For the purpose of this Agreement, a "grievance" is defined as a dispute, claim or complaint that any employee or the Union may have as to the interpretation, application, and/or alleged violation of provision(s) of this Agreement which is subject to the Grievance Procedure. Only the FNA Local 713 may file a request for arbitration as described in Step 3 of this Article.

4.3. For the purpose of determining deadlines for actions as set forth in this Article, the parties agree that, if said deadline falls on a weekend or a University recognized holiday, the deadline for said action shall be on the following day. 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. Mutual agreements may be evidenced by email exchanges. Any

grievance shall be considered settled at the last level considered if the grievant fails to timely process the grievance to the next level. The date of receipt shall not be included in the count of days. Compliance with any time limit under this Article shall be determined by the date-stamped receipt executed by the office receiving the grievance or the person receiving the decision.

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

4.5 In the event that the grievance involves an act or omission which could be handled by either this Article or the Neutral, Internal Resolution of Policy Disputes, the filing of a grievance under this Article constitutes a waiver of the filing of a complaint under the Neutral, Internal Resolution of Policy Disputes.

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

(a) STEP 1:

The grievant shall present in writing his/her grievance to the appropriate supervisor within fourteen (14) days of the occurrence of the action giving rise to the grievance, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. The Step 1 form (attached in Appendix B) must be submitted in writing and shall be signed by the grievant(s). Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. (The grievant shall have the right to representation by FNA.) The supervisor shall communicate a decision in writing to the grievant within fourteen (14) days from the date the grievance discussion took place. Failure of the supervisor to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 2.

(b) STEP 2:

(1) Filing. If the grievance has not been satisfactorily resolved at the Step 1 or the supervisor has failed to respond within the Step 1 deadlines, the grievant or FNA may (upon request of the grievant) proceed to Step 2 by filing a fully executed Step 2 form which is attached in Appendix B. The Step 2 form must be filed with the Vice President of Human Resources or designee within fourteen (14) days after receipt of the Step 1 decision by the grievant and/or grievant's representative or when the answer was due in the Step 1 process.

(2) Meeting. The Vice President for Human Resources or designee shall investigate the alleged grievance and shall, within twenty (20) days or other mutually agreeable date of receipt of the written grievance, conduct a meeting between the Vice President for Human Resources or designee, other University representatives as necessary, the grievant and/or the grievant's Union representative. At the Step 2 meeting, the grievant shall have the right to present any evidence in support of the grievance. The parties present at the Step 2 meeting shall discuss the grievance. Any party bringing legal counsel to the

Step 2 meeting shall provide at least ten (10) days' advance written notice to all other parties. The grievant may bring an interpreter to the Step 2 meeting at his or her own cost.

(a) Documents. In advance of the Step 2 meeting, the grievant shall have the right, upon written request to the Vice President of Human Resources or designee, to a copy of any identifiable documents relevant to the complaint.

(b) Decision. The Vice President for Human Resources or designee shall notify the grievant of a decision in writing no later than fourteen (14) days following the meeting. A copy of the decision shall be sent to the grievant, the grievant's representative and FNA (if grievant elected self-representation or representation by legal counsel). Failure of the Vice President for Human Resources or designee to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 3.

STEP 3:

If a grievance has not been satisfactorily resolved at Step 2 if or the Vice President of Human Resources or designee has failed to respond within the Step 2 deadlines, the FNA may proceed to Step 3 by filing a fully executed Step 3 form which is attached in Appendix B. The Step 3 form must be filed with the Vice President of Human Resources or designee within twenty (20) days after receipt of the Step 2 decision by the FNA or when the answer was due in the Step 2 process. (The Step 3 form will be considered as filed if received by the Vice President of Human Resources or designee by the close of business on the last day that the form can be filed through an email, hand deliver, overnight delivery, facsimile, or U.S. mail.) The grievance may be withdrawn by the FNA at any point prior to issuance of the Panel's decision by providing written notification to the Vice President of Human Resources or designee.

(1) The parties hereby agree that the arbitration selection procedure will be as follows:

(a) Within fourteen (14) days following the receipt of the Step 3 form, the Vice President of Human Resources or designee shall notify the American Arbitration Association (AAA) of the filing of the grievance and request a list of five (5) arbitrators sent to each party.

(b) Each party shall alternatively strike arbitrators from the list until one remains with a coin toss used to determine which party strikes first. The party requesting arbitration shall notify AAA of the party's selection.

(c) The parties will select the arbitrator within fourteen (14) days after receipt of the list of arbitrators.

(2) Authority of the Arbitrator.

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

(b) The arbitrator shall not add to, subtract from, modify, ignore, or alter the terms or provisions of this Agreement, or the provisions of applicable law, rules, or regulations having the force and effect of law. The arbitrator shall not have the power to limit or interfere in any way with the powers, duties, and responsibilities of the University under applicable law, rules, and regulations having the force and effect of law. The arbitrator shall be confined solely to the application and/or interpretation of the Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall determine each dispute in accordance with the terms of this Agreement and in accord with a "Submission Agreement," if one can be agreed to. If there is no Submission Agreement, then the arbitrator will rely on the grievances as written under Step 2 of this Agreement.

(c) Where a University official has made a judgment involving the exercise of discretion, the arbitrator shall not substitute its judgment for that of the University official. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated the Agreement.

(3) The Hearing. The arbitrator shall hold the hearing in Miami-Dade County unless otherwise agreed by the parties. The hearing shall commence within sixty (60) days of the arbitrator's acceptance of

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

(a) The arbitrator shall rule on arbitrability before issuing a decision on the merits. If a lawsuit is filed over arbitrability, the arbitration shall not commence until the lawsuit has terminated in the trial court. If the grievance was found to be arbitrable, then the grievance would be assigned to another arbitrator using the same process as used for selecting the first arbitrator.

(b) The arbitrator shall issue the decision within thirty (30) days of the close of the hearing on the substantive issue(s) or the submission of briefs, whichever is later, unless additional time is agreed to by the parties in writing. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as expressly specified in this Article, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of this Article, the arbitration proceeding shall be conducted in accordance with the Labor Arbitration Rules and Procedures of the American Arbitration Association.

(c) In rendering the decision, the arbitrator 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 grievance violated a provision of this Agreement.

(d) If the arbitrator determines that an Article has been violated, the arbitrator shall direct the University to take appropriate action. The arbitrator may award back salary where the arbitrator determines that the employee is not receiving the appropriate salary from the University, but the arbitrator may not award other monetary damages or penalties. 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 in writing. An arbitrator's award may be retroactive based on the equities each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the grievance was originally filed in this Article.

(e) The decision or award of the arbitrator shall be final and binding upon the University, FNA, and the grievant provided that either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction.

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

(5) Fees and Expenses. All fees and expenses of the arbitrator shall be divided equally between the parties unless mutually agreed otherwise. Each party shall bear the cost of preparing and presenting its own case. 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.

4.7 The following general rules are applicable to this Article:

A. The grievant or the FNA may abandon or settle a grievance.

B. The grievant or the FNA shall have only one opportunity to amend or supplement the grievance.

No grievance can be amended or supplemented after Step 2.

C. Only grievances based on events or occurrences which occur after the date of the execution of this Agreement can be processed under this Article. After the expiration of this Agreement, there is no duty upon University to process any grievance unless the facts upon which the grievance is based occurred prior to the expiration of the Agreement. The arbitrator shall not receive into evidence nor rely upon any past practices that occurred after the date of the execution of this Agreement.

D. In contract interpretation, the burden of proof is on the grievant. In such cases, the preponderance of evidence standard is applicable.

E. No grievance informally resolved or by using the process described in this Article shall constitute a precedent for any purpose unless agreed to in writing by the University Vice President or designee, the grievant, and FNA.

F. Filings and Notification. All documents required or permitted to be issued or filed pursuant to this Article may be transmitted by fax, United States mail by certified mail with return receipt requested, or any other recognized delivery service that provides documentation of delivery to the recipient. An e-mail is not an acceptable form of delivery unless otherwise noted in this Article.

G. Reprisal. No reprisal of any kind will be made by the University or FNA against any grievant, any witness, any FNA representative, or any other participant in the Grievance and Arbitration Procedure by reason of such participation.

H. Records. In the event an employee files a grievance under this Article, the employee has the right to one (1) copy of their personnel records at no cost. All written materials pertinent to a grievance shall be maintained separately from the evaluation file of the grievant or witnesses, except (1) at the request of the grievant or witness that specific materials be included in his or her own evaluation file, or (2) where the terms of the decision or a settlement direct that a copy of the decision or settlement agreement be placed in the evaluation file of a grievant or witness. All decisions or settlement agreements resulting from grievances processed pursuant to this Article shall specify whether or not a copy of the decision or settlement agreement is to be placed in the evaluation file(s) of any grievant or witness.

ARTICLE 5 LAYOFFS

5.1 Employees may be laid off due to adverse financial circumstances; reallocation of resources; reorganization of administrative structures, programs, or functions; curtailment or abolishment of one or more programs or essential functions; or shortage of work. 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.

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

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

5.4 Laid-off employees shall have recall rights only to the positions that the employees held immediately prior to being laid off within the bargaining unit. Recall rights are limited to one (1) year following the layoff. During this period, no new employee will be hired by the layoff unit for the position that the affected employee had previously held until the laid-off employee has been offered and rejected the recall.

5.5 Any employee offered recall at his/her last known address must contact FIU and agree to return to work within twenty-one (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 FNA Local 713 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 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 1 of the grievance procedure of Article 4.

ARTICLE 7 WAGES

7.1 Salary Increases for Fiscal Year 2014-2015

The Board shall provide all eligible bargaining unit employees who have been employed at the Student Health Center for more than one (1) year before the date of the parties' ratification of this Agreement with a market equity adjustment sufficient to bring the employee's salary to the following level:

| | |
|-------------------------------------|-------------|
| 5292 - Sr. Registered Nurse | \$53,731.12 |
| 5290 - Registered Nurse | \$49,404.85 |
| 5297 - Adv. Reg. Nurse Practitioner | \$83,652.00 |
| 5294 - Registered Nurse Specialist | \$68,612.50 |

For any eligible bargaining unit employee who has been employed at the Student Health Center for less than one (1) year before the date of the parties' ratification will receive a market equity adjustment sufficient to bring the employee's salary to the following level:

| | |
|-------------------------------------|-------------|
| 5292 - Sr. Registered Nurse | \$48,358.01 |
| 5290 - Registered Nurse | \$44,464.37 |
| 5297 - Adv. Reg. Nurse Practitioner | \$75,286.80 |
| 5294 - Registered Nurse Specialist | \$61,751.25 |

All market equity adjustments referenced above will be based in proportion to the employee's full-time equivalency (FTE). The adjustment will be effective and will be paid on the first pay period following ratification by both parties. To be eligible, the employee's most recent PEP in effect immediately prior to the parties' ratification must be 3-"Fully Meets" or better.

7.2 Salary Increases for Fiscal Year 2015-2016. The Board shall provide a pool of funds equal to one percent (1%) of the base pay of the bargaining unit member for a performance-based salary increase to be added to the unit eligible employee's salary base. The performance-based salary increase shall be distributed in accordance with the employee's overall rating on the 2014-2015 PEP provided that the employee has achieved a 3-“Fully Meets” or better. The increase will be based upon the employee's base rate of pay and in proportion to their full-time equivalency (FTE). To be eligible, the employee must have been employed by the University before July 1, 2014, and continuously through the effective date of the salary action. The increase should be effective on the first pay period in July 2015.

7.3 Salary Increases for Fiscal Year 2016-2017. The Board shall provide a pool of funds equal to two percent (2%) of the base pay of the bargaining unit member for a performance-based salary increase to be added to the unit eligible employee's salary base. The performance-based salary increase shall be distributed in accordance with the employee's overall rating on the 2015-2016 PEP provided that the employee has achieved a 3-“Fully Meets” or better. The increase will be based upon the employee's base rate of pay and in proportion to their full-time equivalency (FTE). To be eligible, the employee must have been employed by the University before July 1, 2015, and continuously through the effective date of the salary action. The increase should be effective on the first pay period in July 2016.

7.4 Effect of Any Legislative Increases. Any wage increase or bonus provided by the Legislative appropriations for the 2014-2015 fiscal year, 2015-2016 fiscal year, or 2016-2017 fiscal year shall count toward any salary increases described in 9.1, 9.2, or 9.3 respectively.

7.5 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 grant or contract.

7.6 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/inversions; increased duties and responsibilities; special achievements; litigation/settlements; and similar special situations. The University agrees that it will meet and confer with FNA prior to the implementation of any such salary increases. FNA acknowledges that this meeting is not a requirement to bargain over the changes.

ARTICLE 8 DUES DEDUCTION

8.1 During the term of this Agreement, FIU will deduct FNA dues and other authorized deductions in an amount established by the FNA and certified in writing by FNA to FIU, from employee's pay for those employees who individually make such request on the deduction form provided by FNA 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.

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

8.3 This article applies only to the deduction of membership dues and shall not apply to the collection

of any fines, penalties, or special assessments.

8.4 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.

8.5 Deductions of dues and other authorized deductions shall be remitted exclusively to FNA 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.

8.6 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 FNA to collect its dues for that pay period directly from the employee.

8.7 Deductions for FNA dues and other authorized deductions shall continue until either: (1) revoked by the employee by providing FIU and FNA 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, FNA shall, upon notice of the error, reimburse the employee for the deductions that were improperly withheld.

8.8 FNA 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. FNA 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 as 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 Student Health incident report must be filed with the Director of Student Health Services or designee detailing the circumstances under which such property was damaged or destroyed.

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;
2. Prescription eye wear - \$200 (including any required examination);
3. Other Items - The Director of Student 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. Total allowable per incident - \$500.

B. Such reimbursement shall be with the approval of the Director of Student Health Services shall not be unreasonably withheld.

ARTICLE 10 TRAINING AND EDUCATION

10.1 Staff Development Funding

A. Staff development provides opportunities for all employees to maintain and advance their skills and knowledge as it pertains to the performance of their job duties and employment with the Student Health Center.

B. Programs which are only partially applicable to an employee's duties and responsibilities may be considered for staff development.

C. Directed attendance.

1. Occurs when an employee is instructed to attend a developmental/educational function to enhance job performance.
2. Occurs when an employee requires additional training/education because he/she has been assigned new duties and responsibilities.
3. Expenses connected to directed attendance may not be considered staff development expenses and may not be deducted from staff development allocations.
4. Directed attendance must be approved by the Director of Student Health Center or designee.

D. Allocation of Resources. The University will allocate Ten Thousand Dollars (\$10,000) per fiscal year for each year for the term of this Agreement to be used for staff professional development with the allocation of such funds to be used first for professional development that will directly enhance the skills and knowledge of the employee's performance of his/her job duties. The Director of Student Health Services or designee will make the allocations among the employees in an equitable manner. Priority will be given to those employees who are presenting or receiving an award at the seminar/conference. In the event that an employee is granted permission to attend a professional development seminar/conference but cannot do so for whatever reason, any refund of funds already committed to such seminar/conference will be returned to the pool to be reallocated during that fiscal year. Any unused monies allocated at the end of the fiscal year will not be carried forward.

E. If training is required by the employer, it will be funded by the University which funding will not be deducted from the allocated resources described in 10.1D.

10.2 On-line Courses. An employee may be granted time worked to participate in on-line courses for either professional education or staff development under the Learning Opportunities Policy. Such participation must be requested by the employee at least fourteen (14) days in advance to allow for scheduling of the workforce. If approved by the Director of Student Health Services or designee, such time shall count towards the allowable days of time worked for professional education and staff development under this policy.

Dispute Resolution Process:

The parties agree that Article 4 – Grievance and Arbitration Procedure is not applicable to a dispute pertaining to Article 10. Rather, the Neutral, Internal Resolution of Policy Disputes shall apply to and

govern such disputes.

ARTICLE 11 CLASSIFICATION REVIEW

Purpose:

To provide a means for management to address changes in a position classification

Policy:

Classification Review:

When the University determines that a revision of a class specification for bargaining unit positions is needed, and such revision affects the collective bargaining unit designation, it shall notify FNA in writing of the proposed change. FNA shall notify the Vice President for Human Resources or designee, in writing, within fifteen (15) days of receipt of the proposed changes, of any comments it has concerning the proposed changes or of its desire to discuss the proposed changes before submitting to the Florida Public Employment Relations Commission (PERC).

Work in a Higher Classification:

An employee who is designated by the appropriate supervisor to perform temporarily a major portion of duties of a position in a higher classification than the employee's current classification shall be eligible for a pay increase for the period of time such duties are assigned, provided that such duties are performed for a period of more than twenty-two (22) working days within any six (6) consecutive months.

Dispute Resolution Process:

The parties agree that Article 4 – Grievance and Arbitration Procedure is not applicable to a dispute pertaining to Article 11. Rather, the Neutral, Internal Resolution of Policy Disputes shall apply to and govern such disputes.

ARTICLE 12 INTERNAL RECRUITMENT, PROMOTION, DEMOTIONS AND TRANSFERS

Purpose:

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

Policy:

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

Decisions regarding the career mobility of employees will be based on job-related factors such as their ability to meet the minimum requirements of the position, perform the essential functions of the position, past performance in their current position and the level of experience within the current position. The university shall also consider appropriate factors, including, but not limited to the applicant(s) length of University service, performance evaluations, work related awards and achievements, other relevant work experience, and education/training. The university is encouraged to interview at least two of its employees who are eligible under this policy and who have met the advertised requirements for the position, provided at least two have applied, except where a vacant

position is filled by demotion, change in assignment to a different position in the same class or in a different class having the same pay range maximum, or internal promotion.

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

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

Promotion

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

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

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

Demotion

Demotion occurs when higher functioning duties are permanently removed resulting in a lower level position and a reduction in pay.

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

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

Transfer

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

An employee being transferred usually maintains their current salary.

Dispute Resolution Process:

The parties agree that Article 4 – Grievance and Arbitration Procedure is not applicable to a dispute pertaining to Article 12. Rather, the Neutral, Internal Resolution of Policy Disputes shall apply to and govern such disputes.

ARTICLE 13 MISCELLANEOUS

13.1 The following Policies and Regulations are incorporated herein by reference and attached hereto:

- 1) FIU Regulation 103 The Non-Discrimination Policy and Discrimination Complaint Procedure
- 2) FIU Policy Number 1710.005 Access to Official Personnel Records

- 3) FIU Policy Number 1710.035 Bereavement Leave
- 4) FIU Policy Number 1710.050 Catastrophic Pool
- 5) FIU Policy Number 1710.060 Compressed Work Schedule
- 6) FIU Policy Number 1710.065 Compulsory Leave
- 7) FIU Policy Number 1710.103 Domestic Violence Leave
- 8) FIU Policy Number 1710.145 FMLA, Maternity/Paternity, and Medical Leave
- 9) FIU Policy Number 1710.165 Jury Duty and Court Appearances
- 10) FIU Policy Number 1710.180 Learning Opportunities
- 11) FIU Policy Number 1710.185 Leave Pending Investigation
- 12) FIU Policy Number 1710.200 Military Leave
- 13) FIU Policy Number 1710.245 Personal Leave of Absence without Pay
- 14) FIU Policy Number 1710.255 Political Participation
- 15) FIU Policy Number 1710.260 Professional Development Leave
- 16) FIU Policy Number 1710.295 Sick Leave
- 17) FIU Policy Number 1710.300 Sick Leave Pool
- 18) FIU Policy Number 1710.330 Vacation
- 19) FIU Policy Number 1710.038 Bonus Policy
- 20) FIU Policy Number 1710.325 Tuition Waiver Program

13.2 Maintenance of Schedules

Work Schedule - Except in emergency situations, normal work schedules showing the employees' shifts, workdays, and hours will be posted on the SharePoint website or will be sent to the employees via email no less than ten (10) days in advance and will reflect at least a one (1) month schedule. With the prior written approval of the supervisor(s) and provided there is no penalty to the University, employees may agree to exchange days or shifts on a temporary basis.

13.3 Dispute Resolution Process:

The parties agree that Article 4 – Grievance and Arbitration Procedure is not applicable to a dispute pertaining to Article 13 and the policies and regulations referenced in Article 13. Rather, the Neutral, Internal Resolution of Policy Disputes shall apply to and govern such disputes.

ARTICLE 14 PERFORMANCE EXCELLENCE PROCESS (PEP)

Purpose:

To establish a Performance Excellence Process, (PEP), aligned with organizational objectives that provide consistent criteria for enhancing and assessing employee performance on an annual basis.

Policy:

PEP provides individual employees with an opportunity for the development of their potential, continued learning and career development.

In preparing the Performance Discussion Document, the supervisor/ manager may solicit feedback on the employee's performance from a variety of sources: peers/colleagues, direct reports, students and other constituents.

PEP is a year-round process which shall culminate in the annual Performance Discussion. Supervisors will be evaluated on whether the Performance Excellence Process was conducted annually for their

subordinates.

Both supervisors and employees should attend mandatory training on the Performance Excellence Process. Employees will be annually evaluated using FIU's values core competencies and job specific competencies identified based on the functions of each individual position. An employee shall ordinarily be evaluated by his/her immediate supervisor in consultation with the second level supervisor. The immediate supervisor shall be held accountable for such evaluation. The immediate supervisor shall be the person regularly assigned to direct the work of the employee, or, if unavailable, the person appointed by the Department Head. The supervisor is responsible for the timely evaluation of the employee.

The employee shall be provided with information regarding the basis of the evaluation and shall, upon written request, be provided a copy of any documents which were considered and submitted to Human Resources in completing the evaluation.

The evaluation shall be discussed with the employee. The employee may prepare a written response which shall be attached to the evaluation and placed in the employee's personnel file.

Where an employee does not meet performance standards, the university may develop a performance improvement plan intended to correct performance deficiencies. Such employee shall be granted, upon written request, an opportunity to discuss with an administrator at the next higher level concerns regarding the evaluation.

An employee who is involuntarily demoted or dismissed based on an evaluation indicating the employee failed to meet performance standards may seek review under the Neutral Internal Resolution Process. The review shall be solely to determine whether the performance evaluation was done in an arbitrary or capricious manner. The neutral reviewer shall not substitute his/her judgments regarding an employee's performance for that of the evaluator.

Dispute Resolution Process:

The parties agree that Article 4 – Grievance and Arbitration Procedure is not applicable to a dispute pertaining to Article 14. Rather, the Neutral, Internal Resolution of Policy Disputes shall apply to and govern such disputes.

ARTICLE 15
PREVAILING RIGHTS

All existing pay and benefits provisions contained in University personnel regulations or policies which are not specifically provided for or modified by this Agreement or the personnel regulations or policies referenced in Section 20.1 of this Agreement or otherwise provided to FNA during these collective bargaining negotiations shall be in effect during the term of this Agreement. As provided under Section 20.4, any claim by an employee or the FNA 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 the Neutral, Internal Resolution of Policy Disputes.

ARTICLE 16
MANAGEMENT RIGHTS

16.1 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.

16.2 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.

16.3 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.

16.4 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.

16.5 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.

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

16.7 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 17 Totality of Agreement

17.1 FIU and FNA 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 FNA thereby are set forth in this Agreement between the parties for its duration.

17.2 FIU and FNA, 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.

17.3 Modifications. Nothing herein shall preclude FIU or FNA from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing. Any alterations, amendments, supplements, deletions, enlargements, or modifications of any provisions of the University personnel regulations or policies attached to this Agreement or applicable to FNA members will be governed by Article 19.

ARTICLE 18 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 19 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 20 MAINTENANCE OF UNIVERSITY REGULATIONS AND POLICIES

20.1 The parties agree that the following University policies, attached to the collective bargaining agreement, are incorporated by reference herein:

- Permanent Status
- Disciplinary Actions
- Separation from Employment
- Neutral Internal Resolution Process

Further, FNA agrees to be bound by and abide by the University-wide policies listed at policies.fiu.edu.

20.2 An FNA-designated representative will be advised in writing of any changes in University personnel regulations or policies impacting terms and conditions of employment within fourteen (14) days prior to formal adoption. The University agrees that it will meet and confer with FNA fourteen (14) days prior to the implementation of the regulation or policies. FNA acknowledges that this meeting is not a requirement to bargain over the changes.

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

20.4 This Article (and any policy referenced in this Article) shall not be subject to the Agreement's Grievance and Arbitration procedure. No alleged violation of a University regulations or policy may be redressed through the Agreement's Grievance and Arbitration procedure. Any claim by a bargaining unit member or the FNA concerning the application of any Board or University regulation or policy shall be subject to the processes defined by Neutral, Internal Resolution of Policy Disputes.

IN WITNESS WHEREOF, the parties have set their signatures this ____ day of _____, 2014.

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES

FLORIDA NURSES ASSOCIATION,
OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 713, AFL-CIO

Albert Maury
Chairman

Donald Slesnick
Chief Negotiator

Mark B. Rosenberg
President

Jeanie Demshar, Esq.
Labor Relations Director
Florida Nurses Association, OPEIU 713

Elizabeth Marston
Chief Negotiator

Susan Guerra, ARNP
Student Health Services

Joann Cuesta-Gomez
Division of Human Resources

Maria Valdespino
Division of Human Resources

Mariela Gabaroni
Student Health Services

Date ratified by: _____

Florida Nurses Association, Office & Professional Employees International Union, Local 713, AFL-CIO

Date ratified by: _____

The Florida International University Board of Trustees

APPENDIX A

**FLORIDA NURSES ASSOCIATION, OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL
713, AFL-CIO
DUES AUTHORIZATION FORM**

[Need form]

APPENDIX B

STEP 1 FORM

GRIEVANCE AND ARBITRATION PROCEDURE

FIU BOARD OF TRUSTEES & FNA

RECEIPT INFORMATION

This grievance was received and filed with the University by (Check One):

_____ Mail (Circle One: certified, registered, restricted delivery, return receipt requested, regular mail); or

_____ Personal Delivery (personal delivery requires signature of recipient).

Date received by University: _____

Print Name/Signature: _____

Print Name of the Supervisor signing: _____

GRIEVANT INFORMATION

Employee

Name: _____ Department: _____

Office Phone#: _____ Division: _____

Panther ID: _____ E-Mail Address: _____

I will be represented in this grievance by (check one – representative must sign and print name on the appropriate line):

☐ FNA _____

☐ Myself _____

☐ Other _____

Name: _____ Department: _____

Office Phone#: _____ Division: _____

Mailing Address: _____

STATEMENT OF GRIEVANCE

The grievant shall present in writing his/her grievance to the appropriate Supervisor within fourteen (14) days of the occurrence and must cite the specific Articles and Sections of the Agreement allegedly violated and the specific acts or omissions giving rise to the allegations.

The Supervisor shall communicate a decision in writing to the grievant within fourteen (14) days from the date the grievance was presented to him/her. Failure of the Supervisor to respond timely shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 2.

The time limits set forth shall be strictly complied with and can only be extended by mutual agreement of the parties in writing.

Indicate your grievance in the space provided below (*Attach additional sheets, including supporting documentation, if needed*):

Indicate remedy sought:

I understand that the filing of a grievance, either prior to filing the grievance or while the grievance proceeding is in progress, constitutes a waiver of any of my rights to judicial or administrative review, pursuant to Chapter 120, Florida Statutes, or to the review of such actions under other University procedures available to address such matters. This form is in accordance with Article Four – Grievance and Arbitration Procedure of the FIU BOT/FNA Bargaining Agreement.

Signature of Grievant(s)

Date

NOTE: The grievance will not be processed unless signed by the grievant(s).

APPENDIX B

STEP 2 FORM

GRIEVANCE AND ARBITRATION PROCEDURE

FIU BOARD OF TRUSTEES & FNA

RECEIPT INFORMATION

This grievance was received and filed with the University by (Check One):

_____ Mail (Circle One: certified, registered, restricted delivery, return receipt requested, regular mail); or

_____ Personal Delivery (personal delivery requires signature of recipient).

Date received by University: _____

Print Name/Signature: _____

Print Name of the Supervisor signing: _____

GRIEVANT INFORMATION

Grievant

Name: _____ Department: _____

Office Phone#: _____ Division: _____

Panther ID: _____ E-Mail Address: _____

I will be represented in this grievance by (check one – representative must sign and print name on the appropriate line):

☐ **FNA** _____

☐ **Myself** _____

☐ **Other** _____

Name: _____ Department: _____

Office Phone#: _____ Division: _____

Mailing Address: _____

STATEMENT OF GRIEVANCE

If the grievance is not settled at the first step, the grievant, within fourteen (14) days of the answer in Step 1, or if no answer was received under Step 1, within fourteen (14) days of the date the answer was due, may appeal in writing to the Vice President for Human Resources or designee.

Date of Step 1 Decision: _____

The Vice President for Human Resources or designee shall investigate the alleged grievance and, shall, within twenty (20) days of receipt of the written grievance, or other mutually agreeable date, conduct a meeting between the Vice President for Human Resources or designee, other FIU representatives as necessary, the grievant and the grievant's Union representative.

The Vice President for Human Resources or designee shall notify the aggrieved employee of a decision no later than fifteen (15) calendar days following the meeting of the parties.

The time limits set forth shall be strictly complied with and can only be extended by mutual agreement of the parties in writing.

Indicate your grievance in the space provided below. In the grievance, you must cite the specific provision of the Agreement allegedly violated and the specific acts or omissions giving rise to the allegations. *(Attach additional sheets, including supporting documentation, if needed):*

Indicate remedy sought:

I understand that the filing of a grievance, either prior to filing the grievance or while the grievance proceeding is in progress, constitutes a waiver of any of my rights to judicial or administrative review, pursuant to Chapter 120, Florida Statutes, or to the review of such actions under other University procedures available to address such matters. This form is in accordance with Article Four – Grievance and Arbitration Procedure of the FIU BOT/FNA Local 713 Bargaining Agreement.

Signature of Grievant(s)

Date

NOTE: The grievance will not be processed unless signed by the grievant.

A copy of the following documents must be attached to this Request at the time of its filing with Human Resources.

Original grievance form

Step 1 Decision

All attachments to Step 1 Decision

APPENDIX B

STEP 3 FORM

GRIEVANCE AND ARBITRATION PROCEDURE

FIU BOARD OF TRUSTEES & FNA

RECEIPT INFORMATION

This grievance was received and filed with the University by (Check One):

_____ Mail (Circle One: certified, registered, restricted delivery, return receipt requested, regular mail); or

_____ Personal Delivery (personal delivery requires signature of recipient).

Date received by University: _____

Print Name/Signature: _____

Print Name of the Supervisor signing: _____

GRIEVANT INFORMATION

Grievant

Name: _____ Department: _____

Office Phone#: _____ Division: _____

Panther ID: _____ E-Mail Address: _____

If a grievance is not resolved at Step 2, FNA may appeal the decision to Arbitration and request that an arbitrator be selected within twenty (20) days after receipt of the Step 2 decision.

The arbitrator shall issue his/her decision not later than thirty (30) days from the date of the closing of the hearing or from the deadline for the submission of briefs, whichever is later.

Florida Nurses Association, Office & Professional Employees International Union, Local 713, AFL-CIO (FNA) hereby gives notice of intent to proceed to arbitration in connection with the decision of the Division of Human Resources dated _____ and received by the president of FNA Local 713 grievant on _____ in this grievance of:

Name: _____ Date: _____

STATEMENT OF GRIEVANCE

The following statement of issue(s) before the arbitrator is proposed:

Signature of FNA Representative

Date

Employee authorization

I hereby authorize FNA to proceed to arbitration with my grievance. I also authorize FNA and the FIU Board of Trustees or its representatives to use, during the arbitration proceedings, copies of any materials in my evaluation file pertinent to this grievance and to furnish copies of the same to the arbitrator.

Signature of grievant(s)

Date

Note: This request for arbitration will not be processed unless signed by grievant(s).

This notice should be sent to:
Florida International University
Division of Human Resources
Employee & Labor Relations
11200 SW 8th Street, PC 236
Miami, FL 33199

**THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF
TRUSTEES**

And

**FLORIDA NURSES ASSOCIATION, OFFICE &
PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,
LOCAL 713, AFL-CIO (LOCAL 713)**

Policies

2014-2017

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Policies

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PERMANENT STATUS

Purpose:

To define permanent status for full time and regularly scheduled part-time employees assigned to work in the Student Health Services occupying the following positions: Registered Nurse; Senior Registered Nurse; Registered Nurse Specialist; Advanced Registered Nurse Practitioner; Register Nurse Supervisor; Senior Register Nurse Supervisor and Senior Registered Nurse Specialist "Nurse(s)."

Policy:

Nurses earn "permanent status" in a class after successfully completing the probationary period. 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 as set forth in the Disciplinary policy.

The standard probationary period for all Nurses shall be six (6) months from the date of hire. The standard probationary period shall be six months from the date of promotion for newly promoted personnel. During the probationary period, an employee can be terminated with or without cause and with or without notice and does not have the right to appeal the termination.

Prior to the expiration of the probationary period, the Director for Student 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.

Disciplinary Actions

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

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 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.

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.

SEPARATIONS FROM EMPLOYMENT

Purpose:

To administer a uniform process for employee separations

Policy:

Separations from University employment may include the following:

Termination -- Occurs when an employee is permanently separated from University employment for cause unless the employee is in a probationary status. Termination may be preceded by corrective action. Unsatisfactory performance or misconduct may warrant immediate dismissal.

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

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.

Neutral Internal Resolution Process

Purpose: To establish and maintain a process for resolving disputes concerning BOT-FNA Policies attached to the BOT-FNA Agreement and applicable University Policies that impact the terms and conditions of employment of the FNA unit members (the "Policies"). This policy covers any discipline involving a written reprimand, suspension, demotion, or involuntary termination.

Policy:

1. Policy/Informal Resolution.

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

2. Resort to Other Procedures and Election of Remedy.

The commencement of legal proceedings against the University in a court of law or equity, or before the Public Employee Relations Commission, for misapplication or misinterpretation of the terms of any Policy, 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 Neutral Internal Resolution Process and any complaint that has already been filed over the same subject will be dismissed. The filing of a complaint under this Policy constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes, or to the review of such actions under other University procedures available to address such matters. The commencement of proceedings pursuant to Section 120.57, Florida Statutes, for misapplication or misinterpretation of the terms of any Policy 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 Policy Dispute Resolution Process and any complaint that has already been filed over the same subject will be dismissed. Except as otherwise stated, the Neutral Internal Resolution Process is the sole remedy for any alleged violations of any Policy. In the event that the complaint involves an act or omission which could be handled by either this Policy or the Grievance and Arbitration Procedure set forth in the collective bargaining agreement, the filing of a complaint under this Policy constitutes a waiver of the filing of a grievance under the Article.

3. Definitions and Forms as used in this Policy:

(a) **Complaint** - the term "complaint" shall mean a dispute concerning the interpretation or application of a specific term or provision of a Policy, subject to those exclusions appearing in the Policy. A complaint shall be filed on the applicable Complaint Form, attached to this Policy as Appendix A.

(b) **Complainant** - the term "complainant" shall mean an employee or group of employees who has/have filed a complaint in a dispute over a provision of a Policy that confers rights upon the employee(s). FNA may file a complaint in a dispute over a provision of a Policy that confers rights upon a

group of employees or upon FNA.

(c) Complaint Forms - the "complaint forms" constitute the Complaint (the "Step 1 form"), Request for Step 2 Review (the "Step 2 form"), and Notice of Demand for Neutral Internal Resolution by a Panel (the "Step 3 form"). The parties may agree to consolidate complaints of a similar nature to expedite the review process. In a consolidated complaint, one appropriate Form may be attached, bearing the signatures of the complainants

(d) Days - the term "days" shall mean business days.

(e) The end of the day. The term "end of the day" shall mean 5 P.M.

(f) University Representative - the term "University Representative" means the Director of Employee Labor Relations or designee.

4. Burden of Proof.

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

5. Representation.

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

6. Complaint Representatives.

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

7. Appearances.

(a) When a complainant and/or complaint representative participates in one of the steps in the Neutral Internal Resolution Process during scheduled hours or in a meeting among the complainant, the complainant representative, complainant's counsel or FNA representative and the University, the complainant and/or complaint representative's compensation shall neither be reduced nor increased for time spent in those activities.

(b) Prior to participation in any such proceedings, conferences, or meetings, the complainant and/or complaint representative shall make arrangements acceptable to the applicable supervisor for the performance of the employee's duties. Approval of such arrangements shall not be unreasonably

withheld. Time spent in such activities outside scheduled hours shall not be counted as time worked.

8. Time Limits; Date of Receipt.

All time limits in this Policy may be extended by mutual agreement of the parties in writing. For the purpose of determining deadlines for actions as set forth in this Policy, the parties agree that, if said deadline falls on a weekend or University recognized holiday, the deadline for said action shall be on the following business day. Mutual agreement may be evidenced by email exchanges. Upon the failure of the complainant or FNA, where appropriate, to file an appeal within the time limits provided in this Policy, the complaint shall be deemed to have been resolved at the prior step. The date of receipt shall not be included in the count of days. All complaint forms shall be dated when the complaint is received by the applicable University official described below depending on the step. Compliance with any time limit under this Policy shall be determined by the date-stamped receipt executed by the office receiving the complaint or the person receiving the decision. If there is difficulty in meeting any time limit in Step 1 or Step 2, the FNA representative may sign such documents for the complainant, however, complainant's signature shall be provided prior to the Step 2 meeting.

9. Copy of Personnel File

Copies of the personnel file may be furnished upon request at a cost of \$0.15 per page. However, in the event an employee files a complaint under the Neutral Internal Process Policy, the employee has the right to one (1) copy of his or her personnel records at no cost.

Procedures:

Step 1

An employee having a complaint about the application of Policy provision shall file a fully executed Step form 1 form with his/her supervisor within seven (7) days of the act or omission giving rise to the complaint or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. The Step 1 form (attached in Appendix A) must be submitted in writing and shall be signed by the complainant(s).

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 complainant and/or complainant's representative within ten (10) days from the date the complaint was presented to him/her. Failure of the supervisor to timely respond shall be considered a denial of the complaint and shall entitle the complainant to appeal to Step 2.

Step 2

(a) Filing. If the complaint has not been satisfactorily resolved at the Step 1 or if the supervisor has failed to respond within the Step 1 deadlines, the complainant or FNA (upon request of the complainant) may proceed to Step 2 by filing a fully executed Step 2 form (attached). The Step 2 form must be filed with the Vice President of Human Resources or designee within seven (7) days after receipt of the Step 1 decision by the complainant and/or complainant's representative or when the answer was due in the Step 1 process.

(b) The Vice President for Human Resources or designee shall investigate the alleged complaint and shall, within fifteen (15) days or other mutually agreeable date of receipt of the written complaint, conduct a meeting between the Vice President for Human Resources or designee, other University representatives as necessary, the complainant and/or the complainant's Union representative.

At the Step 2 meeting, the complainant shall have the right to present any evidence in support of the complaint. The parties present at the Step 2 meeting shall discuss the complaint. Any party bringing legal counsel to the Step 2 meeting shall provide at least five (5) days' advance written notice to all other parties. The complainant may bring an interpreter to the Step 2 meeting at his or her own cost.

(1) Documents. In advance of the Step 2 meeting, the complainant shall have the right, upon written request to the Vice President of Human Resources or designee, to a copy of any identifiable documents relevant to the complaint.

(2) Decision. The Vice President for Human Resources or designee shall notify the complainant of a decision in writing no later than seven (7) days following the meeting. A copy of the decision shall be sent to the complainant, the complainant's representative, and FNA (if complainant elected self-representation or representation by legal counsel. Failure of the Vice President for Human Resources or designee to timely respond shall be considered a denial of the complaint and shall entitle the complainant to appeal to Step 3. If the University fails to provide a Step 2 decision within the time limits provided in this Policy due to a University-caused delay, the University shall pay all costs of the Step 3 process should the employee or FNA elect to take the complaint to that step.

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

(a) Filing. If the complaint has not been satisfactorily resolved at Step 2 or the Vice President of Human Resources or designee has failed to respond within the Step 2 deadlines, the complainant or FNA (upon the request of the complainant) may proceed to Step 3 by filing a fully executed Step 3 form (attached). The Step 3 form must be filed with the Vice President of Human Resources or designee within seven (7) days after receipt of the Step 2 decision by the complainant and/or complainant's representative or when the answer was due in the Step 2 process. The complaint may be withdrawn by the complainant or by the FNA representative at any point prior to issuance of the Panel's decision by providing written notification to the Vice President of Human Resources or designee.

(b) Selection of the Panel Members. Within seven (7) days after receipt of the Step 3 form, representatives of the University and FNA shall designate their representatives to the Panel using the method described below.

(1) The Vice President of Human Resources or designee shall appoint one member of the Panel who shall be a current or former University employee or University alumni.

(2) The FNA President or designee shall appoint one member of the Panel who shall be a current or former University employee or University alumni.

(3) The third member of the Panel shall be a professional labor mediator. Each party shall provide the other party with a list of five (5) potential members for the third member of the Panel. Each party shall alternatively strike a potential Panel member from the list until one remains with a coin toss used to determine which party strikes first. No person involved in any business, employment or other relationship with the University that could reasonably be presumed to create a conflict of interest with that person's obligations as a neutral mediator of disputes involving the University shall be eligible for inclusion as the third member of the Panel.

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

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

Service.

(e) Authority of the Panel.

(1) Only complaints based on events or occurrences which occur after the date of the execution of the current collective bargaining agreement with the parties (the "Agreement") can be processed under this Policy. After the expiration of the current Agreement, there is no duty upon the University to process any complaint unless the facts upon which the complaint is based occurred prior to the expiration of the Agreement. The Panel shall not receive into evidence nor rely upon any past practices that occurred after the date of the execution of the current Agreement.

(2) Unless the parties agree in writing to the contrary, only one complaint may be submitted to the Panel at any one hearing.

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

(4) Where a University official has made a judgment involving the exercise of discretion, the Panel shall not substitute its judgment for that of the University official. Nor shall the Panel review such decision except for the purpose of determining whether the decision has violated a Policy.

(5) If the Panel determines that a Policy has been violated, the Panel shall direct the University to take appropriate action. The Panel may award back salary where the Panel determines that the employee is not receiving the appropriate salary from the University, but the Panel may not award other monetary damages or penalties. The Panel's award may be retroactive based on the equities each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the complaint was originally filed under this Policy.

(f) Conduct of Hearing. The Panel shall hold the hearing in Miami-Dade County unless otherwise agreed by the parties in writing. The hearing shall commence within sixty (60) days of all Panel members' acceptance of selection, or as soon thereafter as is practicable. The parties shall stipulate to the issue(s) prior to the hearing before the Panel. If the parties are unable to stipulate to the issue(s) prior to such hearing, the parties shall proceed to a hearing on applicability of this procedure based on either procedural or substantive concerns ("applicability"). Issues of applicability shall be bifurcated from the substantive issues and, whenever possible, determined by means of a hearing conducted by conference call. The Panel shall have ten (10) days from the hearing on applicability to render a decision on the applicability issues. If the process is judged to be applicable to the complaint, the Panel shall then proceed to hear the substantive issue(s) in accordance with the provisions of this Policy. The Panel shall issue the decision within thirty (30) days of the close of the hearing on the substantive issue(s) or the submission of briefs, whichever is later, unless additional time is agreed to by the parties in writing. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as expressly specified in this Policy, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of this Policy, Neutral Internal Resolution of Policy Disputes by a Panel, proceedings shall be conducted in accordance with the Labor Arbitration Rules and Procedures of the American Arbitration Association.

(g) Effect of Decision. The decision or award of the Panel shall be final and binding upon the University, FNA, and the complainant. If any party believes that the Panel acted outside or beyond the Panel's jurisdiction, that party may appeal the decision to an appropriate court of law pursuant to Chapter

682 of the Florida Statutes.

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

(i) Fees and Expenses. All fees and expenses of the Neutral Internal Resolution of Policy Disputes by a Panel shall be divided equally between the parties unless mutually agreed otherwise in writing. Each party shall bear the cost of preparing and presenting its own case. However, in the event the complaint is withdrawn after the selection of the Panel, the party withdrawing the complaint shall be responsible for the full cost of the Panel's fee (if any) unless otherwise mutually agreed by the parties in writing. The expense 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.

(j) The complainant or FNA may abandon or settle a complaint.

(k) The complainant or FNA shall have only one opportunity to amend or supplement the complaint. No complaint can be amended or supplemented after Step 2.

10. Provisions Applicability to the Policy.

(a) Filings and Notification. All documents required or permitted to be issued or filed pursuant to this Policy may be transmitted via email, fax, United States mail by certified mail with return receipt requested, or any other recognized delivery service that provides documentation of delivery to the recipient.

(b) Precedent. No complaint informally resolved or by using this Neutral Internal Policy Dispute Resolution Process shall constitute a precedent for any purpose unless agreed to in writing by the University Vice President of Human Resources or designee, the complainant, and FNA.

(c) Reprisal. No reprisal of any kind will be made by the University or FNA against any complainant, any witness, any FNA representative, or any other participant in the Neutral Internal Resolution Process by reason of such participation.

(d) Records. All written materials pertinent to a complaint shall be maintained separately from the evaluation file of the complainant or witnesses, except (1) at the request of the complainant or witness that specific materials be included in his or her own evaluation file, or (2) where the terms of the decision or a settlement direct that a copy of the decision or settlement agreement be placed in the evaluation file of a complainant or witness. All decisions or settlement agreements resulting from complaints processed pursuant to this Policy shall specify whether or not a copy of the decision or settlement agreement is to be placed in the evaluation file(s) of any complainant or witness.

11. Expedited Dispute Resolution Procedure for An Alleged Violation of the Conflict of Interest/Outside Activity Policy.

(a) The period for informal resolution of a dispute alleging a violation of the provisions of the Policy on Conflict of Interest and Outside Activity shall be five (5) days from the date the complaint is filed. If not resolved by the supervisor by that date, the dispute shall be heard at Step 2 by the Vice President of Human Resources or designee no more than seven (7) days after a request for a Step 2 review has been filed. The Vice President of Human Resources or designee shall issue a Step 2 decision no more than three (3) days after the Step 2 meeting. A request for resolution by the Step 3 Panel shall be filed with the Vice President of Human Resources or designee within seven (7) days after receipt of the Step 2 decision or if the supervisor has failed to respond within the Step 1 deadlines. The Step 3 Panel shall be selected using

the same process as for Step 3 no more than seven (7) days after a request for a resolution by a Neutral Panelist is received. The Step 3 Panel will hold a hearing within seven (7) days after being selected. The Step 3 Panel shall issue a memorandum of decision within seven (7) days following the conclusion of the Step 3 hearing to be followed by a written opinion and award in accordance with the provisions of this Policy.

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

FIU-103 Non-Discrimination Policy and Discrimination Complaint Procedures.

(1) General Statement.

(a) Florida International University affirms its commitment to ensure that each member of the University community shall be permitted to work or study in an environment free from any form of illegal discrimination, including race, color, religion, age, disability, sex, sexual orientation, national origin, marital status, and veteran status. The University recognizes its obligation to work towards a community in which diversity is valued and opportunity is equalized. This regulation establishes procedures for an applicant or a member of the University community to file a complaint of alleged discrimination or harassment.

(b) It shall be a violation of this regulation for any member of the University community, to discriminate against or harass, as hereinafter defined, any member of the University community or applicant. Discrimination and harassment are forms of conduct which shall result in disciplinary or other action as provided by the regulations/policies of the University.

(2) Definitions.

(a) For the purpose of this regulation, discrimination or harassment is defined as treating any member of the University community differently than others are treated based upon race, color, religion, age, disability, sex, sexual orientation, national origin, marital status and/or veteran status.

(b) Conduct which falls into the definition of discrimination includes, but is not limited to:

1. Disparity of treatment in recruiting, hiring, training, promotion, transfer, reassignment, termination, salary and other economic benefits, and all other terms and conditions of employment on the basis of membership in one of the listed groups.
2. Disparity of treatment in educational programs and related support services on the basis of membership in one of the listed groups.
3. Limitation in access to housing, or participation in athletic, social, cultural or other activities of the University because of race, color, religion, age, sexual orientation, disability, national origin, marital status and/or veteran status.
4. Discrimination of the foregoing types on the basis of sex, unless based on bona fide requirements or distinctions, in housing, restrooms, athletics and other such areas.
5. Retaliation for filing complaints or protesting practices which are prohibited under this regulation.

(c) Conduct which falls into the definition of harassment includes, but is not limited to, harassment based on race, color, religion, age, disability, gender, sexual orientation, national origin, marital status or veteran status. (For harassment on the basis of sex, see FIU Sexual Harassment Regulation. Within the context of this regulation, harassment is defined as conduct which unreasonably interferes with an employee's, student's or applicant's status or performance by creating an intimidating, hostile, or offensive working or educational environment. It includes offensive or demeaning language or treatment of an individual, where such language or treatment is based typically on prejudicial stereotypes of a group to which an individual may belong. It includes, but is not limited to, objectionable epithets, threatened or actual physical harm or abuse, or other intimidating or insulting conduct directed against the individual.

(d) Scope of prohibitions: Activities covered under this regulation include, but are not limited to, all educational, athletic, cultural and social activities occurring on a campus of or sponsored by the University, housing supplied by the University, and employment practices between the University and its employees.

(e) When referred to in this regulation, "days" means calendar days unless otherwise noted.

(3) Procedures for Reporting Violations and Conducting Investigations and Complaints.

(a) Administration and Consultation. The Office of Equal Opportunity Programs shall administer the policies and procedures outlined in this regulation. The Office of Equal Opportunity Programs shall answer inquiries regarding the procedures contained in this regulation and may provide informal advice regarding issues of discrimination. In cases where the potential complainant chooses not to file a formal complaint, action will be taken to inform the alleged offender of the concerns, suggesting that the individual monitor and modify (if necessary) his/her behavior.

(b) Complaints.

1. A complaint must be made in writing to the Office of Equal Opportunity Programs. The complaint shall contain the name of the complainant and state the nature of the act(s) complained of, including such details as the name of the alleged offender and the date(s) or approximate date(s) on which the offending act(s) occurred, the name(s) of any witnesses, and the desired resolution(s).

2. A complaint must be filed within one hundred (100) days of the alleged act(s) of discrimination, or in the case of a student complaint against a faculty member, within fourteen (14) days from the first day of classes for the following semester.

3. The Office of Equal Opportunity Programs shall investigate the formal complaint. This investigation may include, but shall not be limited to, interviewing the person complained about regarding the allegations, interview of other persons who may have information relevant to the allegations, preparation of witness statements for all persons interviewed, and review of any relevant documents. Upon completion of the investigation, a report shall be prepared which includes a summary of the complaint, a description of the investigation, the findings, and recommendations.

4. There may be instances in which a potential complainant is unable or unwilling to pursue a complaint of discrimination, but where the University administration is aware of the behavior. In such instances, the Office of Equal Opportunity Programs may choose to pursue an investigation of the alleged offense. The decision of whether or not to pursue an administrative complaint will be based on the egregiousness of the alleged offense, the basis for the aggrieved party's decision not to pursue a complaint, and the apparent evidence supporting the allegations. The decision to pursue an administrative complaint shall be made by the director of the Office of Equal Opportunity Programs in consultation with the Vice President in charge of the aggrieved party's unit and the Vice President in charge of the alleged offender's unit, in the event that the two parties are in different units. An administrative complaint will follow the same procedures as formal complaints except that no complainant will be named.

5. In the event that a claim of discrimination is found to be frivolous or malicious, appropriate University sanctions shall be taken against the complainant, including disciplinary action where appropriate. Disciplinary action against students shall be taken in accordance with the University's Code of Conduct for students.

(c) Conciliation. The Office of Equal Opportunity Programs may attempt conciliation during the course of an investigation of a complaint. If conciliation is not achieved, then the Office of Equal Opportunity Programs shall continue to investigate the complaint, and shall issue a written finding concerning probable cause within a maximum of one hundred (100) days. If conciliation of the complaint was achieved between the parties in cooperation with the Office of Equal Opportunity Programs, and the alleged offender fails to abide by the agreement or retaliates against the complainant, the complainant or supervisor should notify the Office of Equal

Opportunity Programs. The Vice President for Human Resources or a designee may then require the complaint to proceed as if conciliation had not been reached.

(d) Findings. The report of the Office of Equal Opportunity Programs shall be made known to the Vice President for Human Resources or designee, the complainant, the alleged offender, the immediate supervisor of the alleged offender, and the appropriate vice president.

(e) Review.

1. Either party may seek review of the finding of the Office of Equal Opportunity Programs to the Vice President for Human Resources or a designee by filing a request for a review ("appeal") within twenty (20) days of receipt of the Office of Equal Opportunity Programs finding. It shall specify the basis of the appeal. The appeal shall be based on one or more of the following: relevant evidence was not reviewed and/or new evidence is available, or the factual evidence was insufficient to support the findings.

2. The appeal shall be in writing, and shall set forth the issues to be considered in the appeal. Copies of the appeal shall be provided to the opposing party and to the Director, Equal Opportunity Programs.

3. The opposing party and the Director, Equal Opportunity Programs, may file a response to the appeal to the Vice President for Human Resources or designee within twenty (20) days of receipt of the appeal.

4. The Vice President for Human Resources or designee shall issue a written finding no more than twenty (20) days after receipt of the appeal, or of a response to the appeal, whichever is later.

(f) Resolution. Upon final acceptance by the Vice President for Human Resources or designee of a written finding on the complaint, the immediate supervisor of the alleged offender may provide a reasonable resolution to the complaint (e.g., that a student be allowed to change sections, that the employee report to a different supervisor) and may also recommend or take disciplinary action against the alleged offender. The proposed resolution shall be approved by the Office of Equal Opportunity Programs. Disciplinary action shall be taken in accordance with the regulations and policies affecting the class of employee and the terms of any applicable collective bargaining agreement.

(g) Prohibition of Retaliation. No University employee shall retaliate against a complainant or any person involved in the process. Any attempt to penalize a complainant or anyone involved in the process through any form of retaliation shall be treated as a separate allegation of discrimination.

Specific Authority Board of Governors' Resolution dated January 7, 2003. History—New 7-6-97, Amended 11-3-02, 11-15-04, Formerly 6C8-1.009, Amended 9-12-08.



University Staff (non-bargaining unit faculty and employees)

| SUBJECT (R*) | EFFECTIVE DATE (R*) | POLICY NUMBER (O*) |
|--------------------------------------|---------------------|--------------------|
| ACCESS TO OFFICIAL PERSONNEL RECORDS | July 2005 | 1710.005 |

POLICY STATEMENT (R*)

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, *Fla. Stat.*

REASON FOR POLICY (O*)

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

RESPONSIBLE UNIVERSITY DIVISION/DEPARTMENT (R*)

Division of Human Resources
Florida International University

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

The University Policies and Procedures Library is updated regularly. In order to ensure a printed copy of this document is current, please access it online at <http://policies.fiu.edu/>

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

*R = Required *O = Optional



University Staff (non-bargaining unit faculty and employees)

| SUBJECT (R*) | EFFECTIVE DATE (R*) | POLICY NUMBER (O*) |
|-------------------|---------------------|--------------------|
| BEREAVEMENT LEAVE | July 2005 | 1710.035 |

POLICY STATEMENT (R*)

An employee shall be granted three (3) days of leave with pay for a death in the immediate family.

REASON FOR POLICY (O*)

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.

DEFINITIONS (R*)

“Immediate Family” is defined as spouse, children (including foster or stepchildren), parents (including stepparents), brother and sister (including stepbrother and stepsister), grandparents, and grandchildren of both the employee and the spouse.

RESPONSIBLE UNIVERSITY DIVISION/DEPARTMENT (R*)

Division of Human Resources
Florida International University

RESPONSIBLE ADMINISTRATIVE OVERSIGHT (R*)

Payroll and Employee Records
Florida International University
11200 S.W. Eighth Street - PC 220
Miami, Florida 33199
Telephone: (305) 348-2181

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*R = Required *O = Optional



University Staff (non-bargaining unit faculty and employees)

| SUBJECT (R*) | EFFECTIVE DATE (R*) | POLICY NUMBER (O*) |
|-------------------|---------------------|--------------------|
| CATASTROPHIC POOL | July 2005 | 1710.050 |

POLICY STATEMENT (R*)

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

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

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

REASON FOR POLICY (O*)

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.

DEFINITIONS (R*)

"Immediate Family" is defined as spouse, child(ren) (including foster and stepchildren), parents (including stepparents), and grandparents.

RESPONSIBLE UNIVERSITY DIVISION/DEPARTMENT (R*)

Division of Human Resources
Florida International University

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

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University Staff (non-bargaining unit faculty and employees)

| SUBJECT (R*) | EFFECTIVE DATE (R*) | POLICY NUMBER (O*) |
|--------------------------|---------------------|--------------------|
| COMPRESSED WORK SCHEDULE | July 2005 | 1710.060 |

POLICY STATEMENT (R*)

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.

REASON FOR POLICY (O*)

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

RESPONSIBLE UNIVERSITY DIVISION/DEPARTMENT (R*)

Division of Human Resources
Florida International University

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University Staff (non-bargaining unit faculty and employees)

| SUBJECT (R*) | EFFECTIVE DATE (R*) | POLICY NUMBER (O*) |
|------------------|---------------------|--------------------|
| COMPULSORY LEAVE | July 2005 | 1710.065 |

POLICY STATEMENT (R*)

When an employee is unable to perform assigned duties due to illness/injury, the President or designee may require the employee to submit to a medical examination by a mutually acceptable health care provider paid by the university. Upon a signed release by the employee, the results of the medical examination, certifying in detail the employee's condition, shall be released solely to the President or designee and any other entity identified by the employee on the release. If the medical examination confirms that the employee is unable to perform assigned duties, the President or designee shall place the employee on compulsory leave.

REASON FOR POLICY (O*)

To establish a policy on granting compulsory leave to employees.

DEFINITIONS (R*)

"Compulsory leave" is defined as approved leave with or without pay, or a combination of such leave, not to exceed the duration of the illness/injury or one year, whichever is less.

RESPONSIBLE UNIVERSITY DIVISION/DEPARTMENT (R*)

Division of Human Resources
Florida International University

RESPONSIBLE ADMINISTRATIVE OVERSIGHT (R*)

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University Staff (non-bargaining unit faculty and employees)

| SUBJECT (R*) | EFFECTIVE DATE (R*) | POLICY NUMBER (O*) |
|-------------------------|----------------------------|---------------------------|
| DOMESTIC VIOLENCE LEAVE | November 20, 2009 | 1710.103 |

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.

HISTORY (R*)

Florida Law, s. 741.313 became effective July 1, 2007. Effective date: November 20, 2009.

RESPONSIBLE UNIVERSITY DIVISION/DEPARTMENT (R*)

Division of Human Resources
Florida International University

RESPONSIBLE ADMINISTRATIVE OVERSIGHT (R*)

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University Staff (non-bargaining unit faculty and employees)

| SUBJECT (R*) | EFFECTIVE DATE (R*) | POLICY NUMBER (O*) |
|--|---------------------|--------------------|
| FMLA, MATERNITY/PATERNITY, AND MEDICAL LEAVE | November 20, 2009 | 1710.145 |

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 (Applies to all Eligible Employees)

The Family and Medical Leave Act of 1993 (FMLA) grants up to twelve (12) workweeks of leave within a twelve (12) month period for certain family and medical reasons.

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

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 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;
- 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.

MATERNITY/PATERNITY LEAVE (Excludes Temporary and Student Workers)

The University 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.

Qualifying Events

- 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.

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 be taken on a continuous, intermittent, or reduced workweek/workday basis, 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

- Maternity/Paternity leave of absence requests shall be in writing with at least 30 days advance notice. The request must indicate the period of leave and the anticipated date of return.
- 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.

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.

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.

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/whd/fmla/>

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=requesting_fmla_parental_medical_leave_procedures

HISTORY (R*)

Effective Date: July 2005; Revision Date: November 20, 2009.

RESPONSIBLE UNIVERSITY DIVISION/DEPARTMENT (R*)

Division of Human Resources
 Florida International University

RESPONSIBLE ADMINISTRATIVE OVERSIGHT (R*)

Employee and Labor Relations
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University Staff (non-bargaining unit faculty and employees)

| SUBJECT (R*) | EFFECTIVE DATE (R*) | POLICY NUMBER (O*) |
|---------------------------------|---------------------|--------------------|
| JURY DUTY AND COURT APPEARANCES | July 2005 | 1710.165 |

POLICY STATEMENT (R*)

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

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

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

Applies to Law Enforcement Personnel:

If a sworn law enforcement employee is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned shift, the employee shall have the option to either accept the witness fee or be granted a minimum of 2½ hours which shall be counted as hours worked. FIU reserves the right to change said employee's schedule in order to minimize or eliminate any overtime costs associated with the court appearance.

REASON FOR POLICY (O*)

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

RESPONSIBLE UNIVERSITY DIVISION/DEPARTMENT (R*)

Division of Human Resources
Florida International University

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University Staff (non-bargaining unit faculty and employees)

| SUBJECT (R*) | EFFECTIVE DATE (R*) | POLICY NUMBER (O*) |
|------------------------|---------------------|--------------------|
| LEARNING OPPORTUNITIES | July 2005 | 1710.180 |

POLICY STATEMENT (R*)

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 the New Employee Experience, Sexual Harassment Awareness & Prevention, Performance Development Process (PDP), Supervisory Excellence, and others. Attendance in programs for professional certifications, licensures, etc., will also count towards the 20 hours of professional development.

REASON FOR POLICY (O*)

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.

RESPONSIBLE UNIVERSITY DIVISION/DEPARTMENT (R*)

Division of Human Resources
Florida International University

RESPONSIBLE ADMINISTRATIVE OVERSIGHT (R*)

Organization Development & Learning
Florida International University
11200 S.W. Eighth Street - PC 236
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University Staff (non-bargaining unit faculty and employees)

| SUBJECT (R*) | EFFECTIVE DATE (R*) | POLICY NUMBER (O*) |
|-----------------------------|---------------------|--------------------|
| LEAVE PENDING INVESTIGATION | July 2005 | 1710.185 |

POLICY STATEMENT (R*)

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.

REASON FOR POLICY (O*)

To establish a policy on granting leave pending an investigation.

DEFINITIONS (R*)

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

RESPONSIBLE UNIVERSITY DIVISION/DEPARTMENT (R*)

Division of Human Resources
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University Staff (non-bargaining unit faculty and employees)

| SUBJECT (R*) | EFFECTIVE DATE (R*) | POLICY NUMBER (O*) |
|----------------|---------------------|--------------------|
| MILITARY LEAVE | July 2005 | 1710.200 |

POLICY STATEMENT (R*)

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.

REASON FOR POLICY (O*)

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

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University Staff (non-bargaining unit faculty and employees)

| SUBJECT (R*) | EFFECTIVE DATE (R*) | POLICY NUMBER (O*) |
|---------------------------------------|---------------------|--------------------|
| PERSONAL LEAVE OF ABSENCE WITHOUT PAY | July 2005 | 1710.245 |

POLICY STATEMENT (R*)

An employee may be granted a Leave of Absence without Pay (LOA), for up to three months for personal reasons subject to approval by the department head. The request for the LOA must be in writing and should be examined carefully by the department head to determine whether the interest of the employee and the University would best be served by granting this leave.

All accrued vacation leave must be used before a LOA without Pay may be approved.

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

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

Upon completion of an approved LOA without pay, the employee is to be returned to the position formerly occupied, or to a position with equivalent status, pay, benefits and other employment conditions. Failure to return to work on the scheduled date will constitute job abandonment.

REASON FOR POLICY (O*)

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

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University Staff (non-bargaining unit faculty and employees)

| SUBJECT (R*) | EFFECTIVE DATE (R*) | POLICY NUMBER (O*) |
|-------------------------|---------------------|--------------------|
| POLITICAL PARTICIPATION | July 2005 | 1710.255 |

POLICY STATEMENT (R*)

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

REASON FOR POLICY (O*)

To establish and administer a policy to guarantee employees the right of political participation during regular work hours.

RESPONSIBLE UNIVERSITY DIVISION/DEPARTMENT (R*)

Division of Human Resources
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University Staff (non-bargaining unit faculty and employees)

| SUBJECT (R*) | EFFECTIVE DATE (R*) | POLICY NUMBER (O*) |
|--------------------------------|---------------------|--------------------|
| PROFESSIONAL DEVELOPMENT LEAVE | July 2005 | 1710.260 |

POLICY STATEMENT (R*)

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.

Applies to Faculty Members

Provided funds are available, professional development leave shall be made available to faculty members who meet the following specific requirements and who are not eligible for sabbatical leaves. Such leaves are granted to increase an employee's value to the University through enhanced opportunities for travel, formal education, research, writing or other experience of professional value.

- All employees with three or more years of service, except those who are serving in tenure-earning or tenured positions, shall be eligible for professional development leaves if the contract or grant they are compensated through allows for such leaves.
- Application for professional development leave shall contain:
 - an appropriate outline of the project or work to be accomplished during the leave with specification to the academic semester
 - an indication of why the applicant believes the project or work to be undertaken will improve his/her professional contribution to the Department or function of which the applicant is a part.
 - a letter of endorsement from the applicant's supervisor supporting the request, and noting the expected benefits to the unit of the leave.

- The University shall select applicants based on the following:
 - The Provost and Vice President of Academic Affairs will form a committee that will evaluate and rank order the applications. The committee shall be appointed by the Provost.
 - The committee will develop its ranking based on the specific criteria that completion of the project would improve the productivity of the Department or function of which the employee is a part.
- No more than one (1) employee in a Department/unit need be granted leave at the same time.
- The employee must return to the University for at least one (1) academic year following the leave, unless other arrangements were made in writing before the leave was taken.
- An employee who does not return to the University for the time stated shall reimburse the University for the salary or other funds received during the leave.
- Employees will not be eligible for a second leave until they complete three additional years of continuous service.

REASON FOR POLICY (O*)

To provide exempt employees and faculty members (who are not eligible for Sabbatical Leaves) with leave opportunities to advance job-related skills and knowledge.

RESPONSIBLE UNIVERSITY DIVISION/DEPARTMENT (R*)

Division of Human Resources
Florida International University

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

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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 | November 20, 2009 | 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.

HISTORY (R*)

Effective Date: July 2005; Revision Date: November 20, 2009.

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: (305) 348-2181

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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 POOL | July 2005 | 1710.300 |

POLICY STATEMENT (R*)

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.

REASON FOR POLICY (O*)

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.

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



University Staff (non-bargaining unit faculty and employees)

| SUBJECT (R*) | EFFECTIVE DATE (R*) | POLICY NUMBER (O*) |
|----------------|---------------------|--------------------|
| VACATION LEAVE | July 2005 | 1710.330 |

POLICY STATEMENT (R*)

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 and mental health; however, earned vacation leave may be used for any other purpose.

Regular part-time employees shall earn vacation leave in proportion to the hours paid during the pay period.

Once vacation leave has started, illness or injury that occurs during this time may not be transferred to sick leave unless the employee is hospitalized. Medical certification must be provided to support the leave transfer.

After one (1) year of continuous employment, an employee who separates from the University shall be paid for all unused vacation leave not to exceed the maximum accrual amount.

For Law Enforcement Personnel:

Vacations and regular days off shall be scheduled based on business necessity, seniority and employee preference, in this priority order. In implementing this provision, nothing shall preclude the University from making reasonable accommodations for extraordinary leave requests or ensuring the fair distribution of leave during holidays.

Non-Exempt Personnel

| Length of Service with University | 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 with University | Hours Accrued Per Pay Period | Maximum Accrual and Payout Hours |
|-----------------------------------|------------------------------|----------------------------------|
| N/A | 7 | 352 |

Nine-month Faculty Members

| Length of Service with University | Hours Accrued Per Pay Period | Maximum Accrual and Payout Hours |
|-----------------------------------|------------------------------|----------------------------------|
| N/A | 0 (none) | N/A |

REASON FOR POLICY (O*)

To administer a uniform procedure of accruing and utilizing vacation leave.

DEFINITIONS (R*)

“Seniority” is continuous service in a job classification. This definition applies to Law Enforcement Personnel, is only for the purpose of this policy, and does not apply to layoffs.

HISTORY (R*)

Effective Date: July 1, 2005; Revision Date: November 13, 2008.

RESPONSIBLE UNIVERSITY DIVISION/DEPARTMENT (R*)

Division of Human Resources
Florida International University

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

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University Staff (non-bargaining unit faculty and employees)

| SUBJECT (R*) | EFFECTIVE DATE (R*) | POLICY NUMBER (O*) |
|--------------|---------------------|--------------------|
| BONUS POLICY | June 14, 2010 | 1710.038 |

POLICY STATEMENT (R*)

The University shall consider providing incentive bonuses to non-bargaining unit faculty and employees in order to meet recruitment and retention needs and to encourage and reward exceptional performance and services to the University.

REASON FOR POLICY (O*)

To provide incentive bonuses and rewards in an effort to recruit, reward and retain quality employees.

DEFINITIONS (R*)

Bonus: A one-time monetary award given to an employee in addition to the employee's regular compensation.

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

Operational Excellence Award: To recognize employees who have demonstrated continuous outstanding performance, have made a significant contribution to the department's mission and provided consistent support to the department's objective.

Project Based Bonus: To recognize an employee upon the successful completion of a special project or assignment of significance that is in addition to the employee's regularly assigned duties.

Sign-on Bonus: As a recruitment incentive, a sign-on bonus may be awarded to a new, highly qualified employee hired into a position considered critical to the University's operations and strategic mission and/or deemed difficult to fill.

Spot Award: To provide employees with positive feedback, foster continued improvement and reinforce good observable performance after an event or task has been completed, usually without pre-determined goals or performance levels.

Variable Compensation Plan: To reward employees based on a pre-approved plan based on employee's contribution, departmental objectives, revenue generated, targets achieved, and payout schedules.

PROCEDURES (O*)

I. Educational Incentive Award

Employees may be granted an Educational Incentive Award upon completion of a program of study, degree and/or certification from an accredited institution or professional organization. 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 with endorsement by the Vice President of Human Resources or designee. Upon completion of program/degree/certification, employee submits written confirmation of the completed coursework/license/certification to supervisor.

The Educational Incentive Awards are paid as a bonus upon submission of proof of completion as follows:

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

II. Operational Excellence Award

The Operational Excellence Award is recommended for employees who exceed the expectations set forth of their position, have demonstrated continuous outstanding performance, have made significant contributions to the department's mission or strategic plan and/or have provided consistent support to the department's objectives. The OEA process will be directed by the University President and CFO including determining availability of funds and distribution. The final process will be monitored and approved by the Divisional Vice Presidents or Provost in conjunction with the Division of Human Resources.

III. Project-based Pay

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 following criteria will apply to project based pay requirements:

- The amount of the project-based pay may not exceed \$5,000.
- Decision regarding 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.
- Prior to the start of a project, the department head or supervisor must complete a Project Identification Form. The form must be reviewed and approved by the Divisional Vice Presidents or Provost and the Vice President for Human Resources or designee.

IV. Sign-on Bonus

To facilitate recruitment of employees considered critical to the University's operations and strategic mission and/or deemed difficult to fill. The following criteria should be followed when offering a Sign-on Bonus:

- The size of the bonus must be approved by the next level supervisor.
- The employee must agree to work for the university for at least one year. The minimum term of service will be determined based on significance of the position and size of the sign-on bonus offered.
- The employee must meet all pre-employment requirements and actually start working before receiving the sign-on bonus.
- A written agreement outlining the key objectives for the employee, the performance requirements, and pay back terms if agreement is not met must be executed.
- The agreement must be approved by the Vice President of Human Resources or designee in conjunction with the Divisional Vice President.

V. Spot Award

Spot awards are immediate *recognition* to reward employees for exceptional performance beyond the prescribed expectation of the employee's job. (Ex: employee exemplifies service excellence while performing the duties and expectations set forth in their position). 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 \$1,500 in a 12-month period.
- Non-cash (University merchandise, lunch tickets, game tickets, etc.).
- Certificates, plaques, etc.
- Spot Awards are recommended and approved at the department level in conjunction with the Vice President of Human Resources or designee.

VI. Variable Compensation Plan

A lump sum bonus payment awarded as part of a Variable Compensation Plan (VCP). VCPs are pre-approved for individual departments that place 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, specific goals, pre-established criteria and payout schedule prior to the establishment of the VCP. The VCP must be approved by the Divisional Vice Presidents or Provost and by the Vice President of Human Resources or designee. Payments for non-exempt employees must be included as part of the employee's regular pay when calculating overtime pay.

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

HISTORY (R*)

Effective Date: June 14, 2010.

As it relates to non-bargaining unit faculty and staff, this policy consolidates policy statements contained in the following policies, and, as such, supersedes them:

Educational Incentive Award
Operational Excellence Award
Project Based Bonus
Spot Award
Variable Compensation Award

RESPONSIBLE UNIVERSITY DIVISION/DEPARTMENT (R*)

Division of Human Resources
Florida International University

RESPONSIBLE ADMINISTRATIVE OVERSIGHT (R*)

Compensation Administration
Division of Human Resources
Florida International University
11200 S.W. Eighth Street, PC 226
Miami, Florida 33199
Telephone: (305) 348-6094

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University Staff (non-bargaining unit faculty and employees)

| SUBJECT (R*) | EFFECTIVE DATE (R*) | POLICY NUMBER (O*) |
|------------------------|----------------------------|---------------------------|
| TUITION WAIVER PROGRAM | July 2005 | 1710.325 |

POLICY STATEMENT (R*)

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, 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 FIU 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 in-state tuition each semester for employee and family members.

Eligible family members must be admitted to FIU 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.

REASON FOR POLICY (O*)

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.

HISTORY (R*)

Effective Date: July 2005; Revision Date(s): December 5, 2006 and September 11, 2007.

RESPONSIBLE UNIVERSITY DIVISION/DEPARTMENT (R*)

Division of Human Resources
Florida International University

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

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MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is voluntarily entered into this 12th day of June, 2014, between FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES (FIU BOT) and the Florida Nurses Association, Office & Professional Employees International Union, Local 713, AFL-CIO (FNA Local 713) as follows:

WHEREAS, the parties have entered into a tentative collective bargaining agreement covering the period of 2014 to 2017 (the FIU BOT/FNA Local 713 CBA) for the nurses working at the Student Health Services (the SHS nurses); and

WHEREAS, on September 30, 2013, FIU BOT announced that it would be recognizing and rewarding the SHS nurses employees by giving them the same compensation package provided to other out-of-unit Florida International University employees on October 18, 2013 and December 13, 2014 when they too were out-of-unit (see table below); and

WHEREAS, in September 2013, FIU BOT committed to the SHS nurses (who were then out-of-unit employees) to pay the \$600.00 bonus provided for by the 2013-2014 Legislative appropriation and to be paid June 2014.

THEREFORE, FIU BOT and FNA Local 713 understand and mutually agree as follows:

1. The across-the-board increases were paid to SHS nurses now represented by FNA Local 713 and the payment schedule became effective as described below for the then out-of-unit SHS nurses as follows:

| FOR THOSE EMPLOYEES MAKING | AMOUNT OF ATB INCREASE | PAY DATE | REASON FOR THE PAYMENT |
|-----------------------------------|-------------------------------|------------------|---|
| Less than \$40,000 | \$1,400 | October 18, 2013 | Fulfills the 2013-2014 Legislative appropriation for across-the-board increases |
| Making more than \$40,000 | \$1,000 | October 18, 2013 | Same as above |

2. The 2013-2014 Legislative appropriation for the \$600 bonus (not to be added to the wage base) based on the criteria set forth by the legislation shall be paid in the first pay period of June, 2014 so as to honor the commitment previously made by FIU BOT.
3. The terms of this MOU shall not be used as precedence for any future collective bargaining negotiations between the parties.

FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES

Date: _____

FLORIDA NURSES ASSOCIATION,
OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 713
AFL-CIO (Local 713)

Date: _____

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

June 12, 2014

Subject: Proposed 2014-15 Fixed Capital Outlay Budget / Capital Improvement

Proposed Board Action:

Approve Florida International University's 2014-15 Fixed Capital Outlay Budget and authorize the University President to amend the budget as necessary, consistent with Florida Board of Governors and Florida International University Board of Trustees (the BOT) directives and guidelines.

Background Information:

Section 1013.61, Florida Statutes, requires that the BOT adopt a capital outlay budget for the ensuing year in order that the capital outlay needs of the BOT for the entire year may be well understood by the public.

Florida Board of Governors Regulation 1.001(6)(a) provides, in relevant part, that each board of trustees shall submit an institutional budget request, including a request for fixed capital outlay to the Board of Governors for approval in accordance with the guidelines established by the Board of Governors.

The capital outlay budget is part of the annual budget and shall be based upon and in harmony with the BOT's capital outlay plan. The budget shall designate the proposed capital outlay expenditures by project for 2014-15 from all fund sources, as amended. The Capital Outlay Budget governs the University's capital expenditures during the year.

Supporting Documentation:

2014-15 Capital Outlay Budget Request/Capital Improvement for Florida International University

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**FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
FINANCE AND AUDIT COMMITTEE**

PUBLIC EDUCATION CAPITAL OUTLAY PROJECTS (PECO) / CAPITAL IMPROVEMENT ¹

| | |
|--|-------------------------|
| Remodeling/Renovation/Repair/Maintenance | \$3,188,902 |
| Critical Deferred Maintenance | \$1,992,811 |
| Student Academic Support Center (MMC) | \$6,800,000 |
| Strategic Land Acquisition | \$10,000,000 |
| TOTAL 2014-15 CAPITAL OUTLAY BUDGET (PECO)/ CAPITAL IMPROVEMENT | \$21,981,713 |

CAPITAL IMPROVEMENT TRUST FUND PROJECTS (CITF) ² **\$7,327,049**

TOTAL 2014-15 CAPITAL OUTLAY BUDGET **\$29,308,762**

1. State University System (SUS) Total was \$217.3 million
2. State University System (SUS) Total was \$41.1 million

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

June 12, 2014

**Subject: Request for Approval of Florida International University's 2015-16
Fixed Capital Outlay Legislative Budget Request, consisting of the five-year
Capital Improvement Plan**

Proposed Board Action:

Approve Florida International University's 2015-16 Fixed Capital Outlay Legislative Budget Request, consisting of the five-year Capital Improvement Plan and authorize the University President to amend the Legislative Budget Request as necessary, consistent with Florida Board of Governors and Florida International University Board of Trustees (the BOT) directives and guidelines.

Background Information:

Section 1013.64(4)(a), Florida Statutes, requires the BOT to update annually its fixed capital outlay budget request. In addition to Public Education Capital Outlay projects, the capital request will include Capital Improvement Trust Fund projects approved by the University's Student Government, projects from other state sources and projects from non-state sources including debt. It is anticipated that Florida International University will have the opportunity to submit a revised Fixed Capital Outlay Budget Request to the Florida Board of Governors in December 2014.

The Fixed Capital Outlay Budget Request governs the University's proposed capital expenditures during the next five years. The Fixed Capital Outlay Budget Request must be approved annually by the BOT.

Supporting Documentation: 2015-16 Capital Outlay Budget Request for Florida
International University, *Fiscal Years 2015-16 through 2019-20*

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STATE UNIVERSITY SYSTEM
Five-Year Capital Improvement Plan (CIP-2) and Legislative Budget Request
Fiscal Years 2015-16 through 2019-20

PECO-ELIGIBLE PROJECT REQUESTS

| Priority No. | Project Title | 2015-16 | 2016-17 | 2017-18 | 2018-19 | 2019-20 |
|--------------|--|---------------------|---------------------|---------------------|----------------------|----------------------|
| 1 | FACILITIES INFRASTRUCTURE /CAPITAL RENEWAL - UW (P,C,E) | \$10,500,000 | \$10,500,000 | \$10,500,000 | \$10,500,000 | \$10,500,000 |
| 2 | STRATEGIC LAND ACQUISITION - UW (A) | \$10,000,000 | \$2,000,000 | \$2,000,000 | \$2,000,000 | \$2,000,000 |
| 3 | SATELLITE CHILLER PLANT EXPANSION - MMC (P,C,E) | \$7,000,000 | | | | |
| 4 | HUMANITIES CTR., (ARTS & SCIENCES) - MMC (P,C)(C,E) | \$23,375,877 | \$6,074,123 | | | |
| 5 | REMODEL./RENOV. OF EXIST. EDUC. SPACE - MMC (P,C,E)(P,C,E) | | \$20,000,000 | \$7,585,000 | | |
| 6 | GREEN LIBRARY ADDITION - MMC (P)(C)(E) | | \$13,476,969 | \$25,751,830 | \$6,246,201 | |
| 7 | CLASSROOM/OFFICE, (ACADEMIC III) - BBC (P,C)(C,E) | | \$3,386,453 | \$15,531,116 | \$6,212,432 | |
| 8 | GRADUATE SCHOOL OF BUSINESS, Phase II - MMC (P,C)(C,E)(C,E) | | \$2,710,945 | \$14,073,639 | \$10,000,000 | \$5,290,416 |
| 9 | SCIENCE LABORATORY COMPLEX - MMC (P,C)(C)(C,E) | | | | \$29,772,750 | \$21,552,250 |
| 10 | REMODEL./RENOV. OF STUDENT ACADEMIC SUPPORT - BBC (P,C,E)(P,C,E) | | | | \$20,499,912 | \$2,420,088 |
| 11 | REMODEL./RENOV. OF ACADEMIC DATA CENTER - MMC (P,C,E)(P,C,E) | | | | \$12,775,000 | \$7,557,500 |
| 12 | ENGINEERING BUILDING - EC (P,C)(C,E) | | | | \$1,003,367 | \$11,476,633 |
| 13 | TRAINING COMPLEX - MMC (P,C)(P,C,E) | | | | \$1,207,685 | \$13,992,315 |
| 14 | HONORS COLLEGE - MMC (P,C)(C,E) | | | | \$2,000,098 | \$25,189,901 |
| 15 | SOCIAL SCIENCE, Phase II - MMC (P,C)(C,E) | | | | \$10,504,830 | \$12,520,171 |
| 16 | ACADEMIC HEALTH CENTER STUDY COMPLEX (P,C)(C,E) | | | | \$10,000,000 | \$8,000,000 |
| TOTAL | | \$50,875,877 | \$58,148,490 | \$75,441,585 | \$122,722,274 | \$120,499,274 |

CITF PROJECT REQUESTS

| Priority No. | Project Title | 2015-16 | 2016-17 | 2017-18 | 2018-19 | 2019-20 |
|-----------------|---|---------------------|----------------------|----------|----------|----------|
| 1 | GRAHAM UNIVERSITY CENTER - MMC (P,C,E) | \$12,000,000 | \$12,000,000 | | | |
| 2 | WOLFE UNIVERSITY CENTER RENOVATIONS - BBC (P,C,E) | \$3,000,000 | \$3,000,000 | | | |
| 3 | RECREATION CENTER EXPANSION - BBC (P,C,E) | \$1,000,000 | \$1,000,000 | | | |
| TOTAL | | \$16,000,000 | \$ 16,000,000 | 0 | 0 | 0 |

REQUESTS FROM OTHER STATE SOURCES

| Priority No. | Project Title | 2015-16 | 2016-17 | 2017-18 | 2018-19 | 2019-20 |
|-----------------|-----------------------------------|----------|----------|----------|----------|----------|
| 1 | PARKVIEW HOUSING II - MMC (P,C,E) | | | | | |
| 2 | RESEARCH 1 - MMC, (P,C,E) | | | | | |
| TOTAL | | 0 | 0 | 0 | 0 | 0 |

REQUESTS FROM NON-STATE SOURCES, INCLUDING DEBT

| Priority No. | Project Title | 2015-16 | 2016-17 | 2017-18 | 2018-19 | 2019-20 |
|-----------------|--|----------|----------|----------|----------|----------|
| 1 | MEDICAL ARTS PAVILION - MMC, (P,C E) | | | | | |
| 2 | CONFERENCE CENTER - MMC (P,C,E) | | | | | |
| 3 | BISCAYNE BAY CAMPUS HOUSING | | | | | |
| 4 | HONORS COLLEGE HOUSING AND SUPPORT AREAS | | | | | |
| TOTAL | | 0 | 0 | 0 | 0 | 0 |

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

June 12, 2014

Subject: Amendment to University Traffic and Parking Regulation

Proposed Board Action:

Approve the proposed amendments to FIU-1105 University Traffic and Parking Regulation and delegate authority to the University President to approve any subsequent amendments that are based on comments to the Regulation received from the Florida Board of Governors and as a result of the regulation-making process.

Background Information:

The University Traffic and Parking Regulation FIU-1105 is being amended to reflect various changes, including: to make the cost of duplicate decals uniform at \$15.00; to require that stolen decals be reported to the University Police Department; to add immobilization as a penalty to various infractions; to delete two designated parking restrictions; to add a citation category classified as a “boot fee”; to reduce the cost of a one/two semester housing garage decal; and to add two reasons for which appeals are disallowed. The regulation is also being edited to clarify the regulation and current procedures.

Florida Board of Governors Regulation 1.001(3)(k) provides that each board of trustees may govern traffic on the grounds of the university and in other areas in accordance with law and any mutual aid agreements entered into with other law enforcement agencies.

Florida Board of Governors Regulation 7.003(9) provides that each university board of trustees shall establish charges for parking decals, permits and parking fines.

The Regulation includes information on fees and therefore, in accordance with the Florida Board of Governors’ Regulation Development Procedure, the University Administration is required to submit the proposed amendments to the University Traffic and Parking Regulation FIU-1105 to the Florida Board of Governors for approval.

The University President will report to the Florida International University Board of Trustees at its next regularly scheduled meeting on any substantive change requested or made to the Regulation as a result of comments received from the Board of Governors pursuant to the regulation-making process.

Supporting Documentation: Proposed Amendment, University Traffic and Parking Regulation, FIU-1105

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

NOTICE OF CHANGE TO PROPOSED AMENDMENT

REGULATION NO.: FIU-1105

REGULATION TITLE: University Traffic and Parking Regulation

SUMMARY: This Regulation is being amended to reflect various changes, including: to make the cost of duplicate decals uniform at \$15.00; to require that stolen decals be reported to the University Police Department; to add immobilization as a penalty to various infractions; to delete two designated parking restrictions; to add a citation category classified as a “boot fee”; to reduce the cost of a one/two semester housing garage decal; and to add two reasons for which appeals are disallowed. The regulation is also being edited to clarify the regulation and current procedures.

TEXT OF REGULATION: The full text of the Notice of Change to Proposed Amended Regulation can be viewed below and on the website of The Florida International University Board of Trustees, <http://regulations.fiu.edu>. If you would like a copy of the Proposed Amended Regulation, please contact Eli Deville, Chief of Staff, Office of the General Counsel, (305) 348-2103.

AUTHORITY: BOG Regulations 1.001(3)(k) and 7.003(9), and Section 1006.66 FS.

NAME OF PERSON INITIATING PROPOSED REGULATION: Kenneth Jessell, Chief Financial Officer and Senior Vice President.

ANY PERSON SEEKING TO COMMENT ON THE PROPOSED AMENDED REGULATION MUST SUBMIT COMMENTS IN WRITING TO THE CONTACT PERSON LISTED BELOW. ALL WRITTEN COMMENTS MUST BE RECEIVED BY THE CONTACT PERSON WITHIN 14 CALENDAR DAYS OF THE DATE OF PUBLICATION OF THIS NOTICE.

CONTACT PERSON REGARDING THE PROPOSED AMENDED REGULATION: Eli Deville, Chief of Staff, Office of the General Counsel, Florida International University, 11200 SW 8th Street, PC 511, Miami, FL 33199. Email: devillee@fiu.edu Fax: (305) 348-3272. Phone: 305-348-2103.

DATE OF PUBLICATION: May 12, 2014

THE FULL TEXT OF THE PROPOSED CHANGES TO THE AMENDED REGULATION ARE HIGHLIGHTED IN YELLOW BELOW:

FIU-1105 University Traffic and Parking Regulation.

(1) General. This regulation is applicable to all persons who operate or park a motor vehicle on the campuses of Florida International University. Every motor vehicle parked on University property must display a valid University parking decal/hang tag or parking permit. All Miami-Dade County traffic and parking ordinances which are not in conflict or inconsistent with University regulations shall extend and be applicable to the University's campuses. The Department of Parking and Transportation is authorized and empowered to enforce all university traffic and parking regulations as per Florida Statute Section 1006.66. The University Police Department is authorized and empowered to enforce University regulations, all county ordinances and state laws. Copies of the University [traffic and parking](#) ~~and traffic~~ regulations are available from the Department of Parking and Transportation, the University Police Department, the Visitor Information Center and through the Florida International University web site URL <http://parking.fiu.edu>. The University assumes no liability for vehicles parked or operated on University property. The issuance of a decal or permit does not guarantee a place to park.

(2) Registration of Motor Vehicles. Vehicles used by members of the faculty, staff, students, (full or part-time), concessionaire employees and others who regularly operate a vehicle on campus must be registered with the Department of Parking and Transportation during the first day the vehicle is on campus. Registration can be completed online at [URL http://parking.fiu.edu](http://parking.fiu.edu) or at the Parking and Transportation Offices located at the Modesto A. Maidique (MMC) and Biscayne Bay Campuses (BBC). In order to obtain a decal or a permit, a current vehicle registration must be provided. The registration expiration date for a vehicle registered with the Department of Parking and Transportation corresponds with the expiration date of the decal or permit associated with that vehicle. All visitors must use parking meters unless a parking permit has been provided by a University representative. Use of a motor vehicle on University property is a privilege, not a right and is made available only under this regulation (FIU-1105).

(a) Decals

1. Employees: A parking decal must be obtained for each vehicle which is, or may be, parked on the University's campuses. Decals are issued according to the classifications contained in these regulations. A decal will be issued by the Department of Parking and Transportation, upon the following conditions:

a. The owner or driver registers the vehicle with the Department of Parking and Transportation.

b. The owner or driver, unless otherwise exempt, pays the appropriate fee, ~~and provides proof of the decal classification to which he or she is entitled.~~

c. The owner or driver settles all outstanding parking and traffic fines and fees before a current decal ~~or permit~~ will be issued.

d. When two or more persons who are employed by the University reside in the same household and register more than one vehicle, each is required to purchase a separate original decal according to their classification; in such instances, a duplicate decal is not available for purchase. Duplicate decals will not be issued for either person. Replacement decal will be issued upon proof of replacement of the originally registered vehicle. If two or more persons travel together in one vehicle, only one decal is required, ~~but a duplicate decal cannot be purchased except upon proof of replacement of the originally registered vehicle.~~

2. Students: A Transportation Access Fee is assessed to all students per semester as part of their enrollment fees except for students registered for fully online programs, courses, students using tuition waiver, or otherwise classified as exempted from the Transportation access fee who must pay the access fee to obtain a decal.

A student decal will be issued by the Department of Parking and Transportation to each student who meets the following conditions: who pays the Transportation Access Fee under the following conditions

a. The student must be currently enrolled at the University.

b. The student pays the transportation access fee or meets the criteria established by Florida Statutes 1009.25; 1009.26 and 1009.265 governing Educational Scholarships, Fees and Financial Assistance fee exemptions, fee waivers and State employee fee waivers.

c. b. The student must provide a valid vehicle registration for the vehicle on which the decal will be placed.

d. e. The student must settle all outstanding traffic and parking and traffic fines and fees.

3. Decal Classifications: The issuance of decals is restricted to the classifications specified in these regulations. The following decal classifications are in effect:

a. Faculty -- A “Faculty” decal is available to persons currently employed as regular or adjunct faculty which include the following categories: Faculty 9 Months, Faculty 12 Months, Faculty Summer A, Faculty Summer B and Adjunct. A one semester or two semester decal is available during an academic school year to employees who do not wish to purchase an annual decal.

b. Staff— A “Staff” decal is available to persons currently employed as regular or temporary staff which include the following categories: Staff, Administrative, Executive, OPS and OPS Student. A one semester or two semester decal is available during an academic school year to employees who do not wish to purchase an annual decal. Individuals who are currently employed by vendors or contractors with the University, or who are otherwise required by contract to obtain a decal, are also entitled to obtain a decal in this classification.

c. Student -- A “Student” decal will be issued to those persons who are currently enrolled as students. For purposes of this regulation, a person shall be considered a student regardless of the number of hours or courses for which he or she is enrolled at the University. Students residing in the University’s housing complexes are required to display a current semester housing sticker in addition to the current student decal. Students employed as faculty or staff at the University may elect to purchase a decal at the additional cost according to their classification.

d. Alumni -- An “ALUM” decal is available to FIU graduates who are not currently enrolled at the University and entitles the holder to park in spaces designated for student parking.

e. Administrative -- An “ADMIN” decal is available to those employees who desire a higher level of parking service or have special parking needs based upon work requirements. A one semester or two semester decal is available during an academic school year to employees who do not wish to purchase an annual decal.

f. Executive -- An “E” decal is available to those employees who desire the highest level of parking service or convenience. A one semester or two semester decal

is available during an academic school year to employees who do not wish to purchase an annual decal.

g. ROTC – An “ROTC” semester decal is available for non-FIU students registered in the program. Proof of registration in the program must be presented at the time of purchase.

h. Housing Garage Decal – A “Housing Garage” decal ~~is~~ will be available to students residing in University housing at MMC for parking on a first come first served basis. The decal will be valid in conjunction with a current FIU Decal and an FIU One Card to provide gate entry and exit to the garage. Replacement of original decals may be obtained, but no duplicate decals for alternately driven vehicles will be sold. Cancellation of housing contracts results in deactivation of the housing garage decal and access.

~~i. Replacement Decal – A Replacement decal is available for situations where original decal must be replaced due to an accident, the re-painting of the vehicle, stolen vehicles, etc.~~

j. Duplicate Decal -- A Duplicate decal is available to persons who have purchased an original decal for that semester or academic year. This category is for additionally owned vehicles used alternately or the replacement of a vehicle linked to an original decal. A duplicate decal will be issued provided the following criteria are met:

i. The additional vehicle(s) must be registered to the same address as the one listed for the original decal, and

ii. No other person residing at that address is affiliated with the University either as a student or an employee.

A vehicle with a duplicate decal is not permitted on campus at the same time as the vehicle with the original decal. A violation of this provision will result in the ticketing, immobilization and/or towing of both vehicles.

In instances where the original decal is considered damaged due to an accident, the repainting of the vehicle, vehicle theft or exterior damage to the vehicle, a replacement of the original decal must be obtained at no additional cost.

4. Decal Registration Fees:

a. The following are the annual registration fees, exclusive of sales tax, for each decal classification:

| | Original | Duplicate/ Replacement |
|---|----------|----------------------------|
| E | \$972.00 | \$30.00 \$15.00 |
| Admin | \$447.00 | \$20.00 \$15.00 |
| Faculty and Staff (Annual base pay over \$45,000) | \$254.00 | \$15.00 |
| Faculty and Staff (Annual base pay over \$35,000) | \$227.00 | \$15.00 |
| Faculty and Staff (Annual base pay over \$25,000) | \$155.00 | \$15.00 |
| Faculty and Staff (Annual base pay \$25,000 and under) | \$133.00 | \$15.00 |

| | | | |
|---------|---------------------|----------|--------------------|
| Alumni | | \$260.00 | \$15.00 |
| Student | Fall - | N/A | \$15.00 |
| | Spring - | N/A | \$15.00 |
| | Summer A, B, or C - | N/A | \$15.00 |

b. The following are the one semester registration fees, exclusive of sales tax, for each decal classification:

| | Original | Duplicate |
|---|-------------------------------------|-------------------------------|
| E | \$616.00 | \$30.00 \$15.00 |
| Admin | \$286.00 | \$20.00 \$15.00 |
| Faculty and Staff (Annual base pay over \$45,000) | \$140.00 | \$15.00 |
| Faculty and Staff (Annual base pay over \$35,000) | \$24.00 | \$15.00 |
| Faculty and Staff (Annual base pay over \$25,000) | \$100.00 | \$15.00 |
| Faculty and Staff (Annual base pay \$25,000 and under) | \$ 84.00 | \$15.00 |
| ROTC Decal | \$57.00 | \$15.00 |
| Housing Garage Decal | \$225.00 <u>\$160.00</u> | N/A |
| Alumni | N/A | N/A |
| Student | Fall - | N/A <u>\$15.00</u> |
| | Spring - | N/A <u>\$15.00</u> |
| | Summer A, B, or C - | N/A <u>\$15.00</u> |

c. The following are the two semester registration fees, exclusive of sales tax, for each decal classification:

| | Original | Duplicate |
|---|-------------------------------------|----------------------------|
| E | \$794.00 | \$30.00 \$15.00 |
| Admin | \$366.00 | \$20.00 \$15.00 |
| Faculty and Staff (Annual base pay over \$45,000) | \$197.00 | \$15.00 |
| Faculty and Staff (Annual base pay over \$35,000) | \$176.00 | \$15.00 |
| Faculty and Staff (Annual base pay over \$25,000) | \$128.00 | \$15.00 |
| Faculty and Staff (Annual base pay \$25,000 and under) | \$108.00 | \$15.00 |
| Housing Garage Decal | \$450.00 <u>\$320.00</u> | N/A |
| Alumni | N/A | N/A |
| Student | Fall - | N/A |
| | Spring - | N/A |

d. Lost or Stolen Decals. If a decal has been lost or stolen, the incident shall be reported to the Department of Parking and Transportation, and a duplicate replacement decal shall be issued. If a decal has been stolen, the incident shall be reported to the University Police Department. A case number must be obtained and presented to the Department of Parking and Transportation. be purchased. In both instances, Aan “FIU Parking and Transportation Decal Affidavit”, form PT #11, Revised 03/2012, which is incorporated by reference into this regulation, must be filled out. There will be no additional cost for the issuance of a duplicate decal for these reasons.

e. Change in Decal Status. Any employee requesting an upgrade in decal classification shall pay the difference between the appropriate fee according to the classification currently in effect and the one being requested. The old decal or identifiable parts, including numbers, must be returned to the Department of Parking and Transportation for auditing purposes.

f. Non-Refundable Fees. All fees paid for decal registration shall be non-refundable except for instances where a person has mistakenly made a double payment and the request for refund is made within the same academic year in which the payment was made. The Transportation Access Fee and the Housing Garage Decal cost paid by the students is only refunded in the same manner as other University student fees are refunded.

g. Deactivated Decals. A decal may be deactivated if the Transportation Access Fee is not paid for the current semester. Vehicles found on campus with a deactivated decal will be ticketed and the vehicle is subject to immobilization and/or towing at vehicle owner's expense.

(b) Permits and Permit Fees.

1. Temporary permits are issued only by the Department of Parking and Transportation to those persons who require temporary parking authorization and who are not otherwise required by these regulations or contract to obtain a decal. Permits must be applied for and are issued for durations that are commensurate with their purposes. Permits may or may not include the payment of parking fees as provided below.

2. The circumstances under which a permit rather than a decal shall be issued include but are not limited to use of a temporary vehicle; parking on the University's campuses for occasional business-related purposes; parking on the University's campuses for attendance at conferences and meetings; and visitors who are not otherwise required to obtain a decal. Any person who has a current decal and needs to use temporary transportation must obtain a temporary parking permit. These temporary parking permits are issued, free of charge, for a maximum of thirty (30) consecutive days.

3. Carpool permits. A carpool permit is available for those employees and students who register for the car sharing program. Please visit- the Parking & Transportation website URL <http://parking.fiu.edu>. All registrants must have a current FIU decal and must be affiliated with the university. At least two carpool permits must be displayed at the same time when parked at a carpool space.

4. Temporary 30, 60, and 90-day permits are available to persons not otherwise required by these regulations or contract to obtain a parking decal. The following are the permit fees, exclusive of sales tax:

30-day permit \$27.00

60-day permit \$45.00

90-day permit \$65.00

5. Specific visitor, vendor/~~contractor and contractor~~, and volunteer permits will be issued by the Department of Parking and Transportation upon payment of a fee as follows:

a. Visitor fees. Metered parking is available throughout the University at a cost of 25 cents per 15 minutes except in the PC Loading lot which is ~~2550~~ cents per ~~8~~ 45 minutes. Visitors can also park at the multi-space meters for \$1.00 per hour with a maximum of \$ 8.00 per day. University departments hosting an event can purchase garage or lot guest permits in advance.

b. Vendors and Contractor fees. All vendors and contractors conducting business on campus are required to purchase either a staff decal (at the lowest ~~S~~staff rate listed in ~~(4)~~(a)4 a. above) or a contractor permit. The following are the contractor permit fees, exclusive of sales taxes:

30-day permit \$27.00

60-day permit \$45.00

90-day permit \$65.00

c. Volunteers' fees. Upon verification, individuals outside the University who volunteer their time at either campus can purchase a volunteer permit for the following fees exclusive of sales tax:

30-day permit \$5.00

60-day permit \$10.00

90-day permit \$15.00

(c) Vehicle Registration Exemptions. The following persons shall not be required to register their vehicles with the Department of Parking & Transportation:

1. Representatives of news media on official business.
2. Members of the Florida International University Board of Trustees who are on campus to attend meetings and functions of the Board of Trustees. Trustees shall be issued a decal or hang tag which shall be prominently displayed in their vehicles.
3. Members of the FIU Foundation Board of Directors who are on campus to attend meetings and functions of the Foundation. Directors shall be issued a decal or hang tag which shall be prominently displayed in their vehicles.

(3) Decal, Permits, Traffic and Parking Regulations, Golf Cart, and Garage Parking

(a) Decal Regulations

1. Display of Decal. Each driver who regularly parks a vehicle on campus shall display a valid decal or permit. It is the responsibility of the driver to properly display a decal or permit so it is easily visible and readable. Failure to display it correctly may result in a violation for improper display.

2. Decals shall be permanently affixed to the outside of the vehicle on the left side either on the rear bumper, or the outside of the rear window. For unusually constructed vehicles, decals shall also be permanently affixed in the manner directed by the Department of Parking and Transportation upon issuance of the decal.

3. Housing decals shall be permanently affixed adjacent to the current student decal.

4. The entire decal or permit must be displayed unaltered.
5. Permits shall be displayed on the front dashboard.
6. It is a violation of these regulations to transfer a decal or permit from one vehicle to another; alter a decal or permit, falsify documents to obtain a decal or permit or otherwise obtain or display a decal or permit in violation of the University rules and regulations. Any such act shall constitute decal fraud, subject to a fine and will result in the revocation of the decal or permit. In addition, the vehicle may be subject to immobilization and/or towing at vehicle owner's expense.

(b) Traffic Regulations

1. Speed Limit. The speed limit on University property is 25 miles per hour on main roads unless otherwise posted. The speed limit inside the garage is 5 mph. Speed limit inside surface lots is as posted.
2. Right-of-Way. Pedestrians and wildlife have the right-of-way over motor vehicles, including golf-carts. Pedestrians must use crosswalks when crossing a roadway.
3. Barriers. Barriers may be placed by the University at any point deemed necessary for specific temporary use. Except as required for the passage of emergency vehicles, removal of any such barrier without permission is prohibited.
4. Enforcement Directives. A directive given by a police officer or parking patroller or designee supersedes the regulations posted by sign or signal.

(c) Golf-Cart Regulations

1. Golf-carts are restricted by Florida International University for use on University premises only by University employees, volunteers, contractors, vendors or agents and are generally recognizable as a low speed or utility vehicle, such as, but not limited to, utility terrain vehicles, including all-terrain vehicles designed for work uses, and golf carts, club car or conveyance.

2. Any person who accepts the privilege of operating a golf-cart on University premises is deemed, by so doing, to have the knowledge, training and skill to safely operate this vehicle and shall be fully accountable for their actions and the consequences thereof.

3. Golf-cart Enforcement. Golf-carts shall be operated in accordance with the following specific regulations:

- a. Golf-carts shall not be parked within 20 feet of the entrance or exit of any building, except at loading docks or designated golf-cart parking .

- b. Operators shall stop golf-carts at all blind intersections and sound their horns before proceeding.

- c. Golf-carts shall not be parked in any manner likely to obstruct or interfere with the flow of pedestrian or vehicular traffic in heavily traveled areas. This includes , persons in wheelchairs or mobility assistance devices. In addition, golf carts shall not park in the following areas: fire lanes, handicap parking, meter parking, on sidewalks or ramps that would impede handicap accessibility.

- d. Operators shall not bring a golf cart to rest for any period of time in the middle of roads and walkways.

- e. Golf-carts may be driven on sidewalks only where streets and/or parking lots are not available. Golf carts are not permitted in any red zones as identified on the maps which can be found at <http://policies.fiu.edu>.

- f. Golf-carts shall not be driven through buildings or breezeways, covered walkways, landscaped areas or golf cart free red zones as identified on the maps which

can be found at <http://policies.fiu.edu/files/781.pdf>. Golf carts shall not be driven through the Green Library breezeway or any other building except: 1) under circumstances of police or medical emergency, 2) in order to provide maintenance service to a location in a specific building or to grounds in which large amounts or heavy equipment and supplies, but not people, are being transported to the work site, 3) in order to make a delivery of large amounts or heavy materials ~~to~~ which cannot be otherwise transported to a specific location in a building, 4) in order to assist a handicapped individual or, 5) when conducting a pre-approved University tours.

g. Use of ear phones, eating, texting, or the use of any device that may hinder the proper and safe operation of golf carts is prohibited.

(d) Parking Regulations for Surface and Garage Parking

1. Posted signs, bumper blocks, and other markings designate the various parking areas on campus. Parking areas may be restricted by decal classification, time or purpose. Parking areas restricted by decal classification, time or purpose shall be considered no parking zones to those individuals who do not fall within the restriction of the decal classification. Individuals parking in areas so restricted require a decal, hang tag, or permit. The following parking restrictions are found in areas on the University's campuses:

- | | |
|-------------------------------|------------------------------------|
| a. E | i. State Vehicles |
| b. Admin | j. Time Limit Parking |
| c. Faculty/Staff | k. Housing Parking |
| d. Student | l. Service/Delivery |
| e. Meters | m. Garage Visitors |
| f. Disabled | n. Golf-Cart |
| g. Disabled Modified Vehicles | o. Carpool |
| h. Motorcycle/Motorbike/Moped | p. Head in Parking Only |

2. Metered parking is for visitors and is enforced daily, from 7:00 a.m. to 10:00 p.m. including weekends and holidays. A current FIU parking decal or permit does not entitle the driver to park in a metered parking space without paying the appropriate fee, unless otherwise specified on the permit.

3. Use of parking areas designated as Faculty/Staff shall be enforced between the hours of 6:00 a.m. to 7:00 p.m., Monday through Friday, unless otherwise indicated by signage. Parking in all other areas, including Executive/Administrative, Disabled and Meters shall be observed and enforced at all times.

4. Changes in designated parking areas shall become effective at such time as signage or other identifying markings are posted.

5. No motor vehicles, other than police, emergency, or golf-carts may be operated or parked at any time on the walkways, grass, service areas, driveways or other prohibited zones, except where specifically permitted by signage. No motor vehicle, motorcycle or other type of vehicle, including a bicycle, shall be parked in such a way as to create a hazard or obstruction to traffic or access. Temporary parking areas may be designated in grass areas by the placement of delineating signs, bumper blocks or other identifying marks. Parking adjacent to any University building shall be prohibited except as identified by authorized signs.

6. No person, other than a current housing resident whose vehicle is left in a housing lot, shall leave a vehicle overnight on University property without notifying the University

Police Department and the Department of Parking and Transportation. Vehicles that are inoperable shall be reported immediately to the University Police Department and the Department of Parking and Transportation. Vehicles left for more than three (3) consecutive days and nights, without prior approval, or which are apparently abandoned shall be subject to immobilization, towing, and/or impoundment, and disposal at the owner's expense. The University does not assume any responsibility for motor vehicles or their contents while they are parked on campus. Vehicles registered to current housing residents may be left in housing lots during session breaks but in no event for more than three weeks. Exceptions must be approved by The Department of Parking and Transportation. ~~except with permission from University housing.~~

7. Major repairs to vehicles shall not be performed on either campus.
8. Double-parking is not allowed at any time.
9. Head-in parking only.
10. The fact that a person may park or observe others parked in violation of the regulations without receiving a citation does not mean that the regulation is no longer in effect. Observing others illegally parked is not a valid excuse.
11. Parking on lawns, landscaped areas, sidewalks, or other areas not specifically designated by signs or curb markings as parking areas is a violation. The absence of a "No Parking" sign does not mean parking is permissible in an area.
12. Residents of housing shall abide by the parking regulations.
13. Parking a vehicle on campus following failure to pay or appeal a ny citation for a university traffic and parking infraction within the time provided, or parking on campus with a revoked decal shall be considered illegal parking. The vehicle may be ~~and is~~ subject to immobilization and/or towing.
14. Parking areas designated as disabled are enforced at all times and a current state issued disabled placard/hang-tag and/or license plate must be visible and properly displayed. Disabled employees and students of the University must register their vehicle along with their disabled placard with the Department of Parking & Transportation. In addition, all disabled employees and students of the University must obtain/purchase and display a current decal or permit and an FIU Registered Disabled sticker.
15. Disabled visitors with a valid disabled placard may also park in metered spaces for up to 4 hours free of charge. A valid placard must be displayed at all times.
16. Violation of these rules or the misuse of a disabled placard may result in the immobilization and/or towing of the vehicle at vehicle owner's expense and the confiscation of the placard.

(e) Garage Parking:

1. A current FIU parking decal is required to park in the garages as restricted by decal classification.
2. A current FIU parking decal or permit does not entitle the driver to park in a metered parking space without paying the appropriate fee, unless otherwise specified on the permit.
3. Garage hours: Gold, ~~and~~ PG5 Market Station Garages and PG6
Open 24 hours a day, 7 days per week
Blue, Red, ~~PG6~~ and Panther Garages
6:00 a.m. - 2:00 a.m. Mondays – Fridays

Closed weekends and holidays except for special events

4. No overnight parking. Vehicles must be removed from the garage prior to posted closing hours of the garage, except for garages open 24 hours a day. Any vehicle left in the garage after hours will be ticketed and the vehicle ~~is may be subject- to immobilization and/or subject to~~ towing at vehicle owner's expense.

5. Garage speed limit is 5 mph.

6. Skateboarding and rollerblading are prohibited in the garages.

7. Head-in Parking Only.

(4) Enforcement

(a) Violations. Failure to abide by any of the provisions of these regulations shall be considered a university parking infraction. The University may enforce university parking infractions through use of warnings, citations and fines, vehicle immobilization, towing and any other means authorized by statute.

(b) Citations. The University Police Department and the Department of Parking and Transportation are authorized to issue written citations to persons who violate this regulation. The University Police Department is also empowered to issue citations for violation of Chapter 316, Florida Statutes, and county ordinances. Only one citation per calendar day will be issued for each violation in the same location on the same vehicle.

1. Schedule of Fines. The schedule below establishes fines for the various categories of violations which are considered to be university parking infractions:

| | |
|---------------------------------------|---------------------|
| No Valid Decal or Permit | \$ 20.00 |
| Parking on Grass | \$ 20.00 |
| Hazardous Parking | \$ 25.00 |
| Overtime Parking in Meters | \$ 20.00 |
| Restricted/Improper Parking | \$ 25.00 |
| Overnight Parking (garage) | \$ 25.00 |
| Unlawfully Parked in Disabled Space | \$250.00 |
| Decal Fraud | \$100.00 |
| Restricted Executive/Admin | \$ 30.00 |
| Golf-Cart Violation | \$ 25.00 |
| Expired Decal/Permit | \$ 20.00 |
| Deactivated Decal | \$ 20.00 |
| Improper Decal Registration | \$ 20.00 |
| Unregistered Placard with FIU | \$ 25.00 |
| Decal/ Improperly Affixed | \$ 20.00 |
| Crosswalk Light Violation | \$ 20.00 |
| Head-in Parking Only | \$ 15.00 |
| <u>Boot Fee</u> | <u>\$ 50.00</u> |
| Other | \$ 15.00 |

Parking in Areas not Authorized

Restricted Executive/Admin \$ 30.00

| | |
|--------------------------|----------|
| Restricted Faculty/Staff | \$ 25.00 |
| Restricted Housing | \$ 25.00 |
| No Carpool Decal/Permit | \$ 20.00 |

a. Impoundment and vehicle immobilization charges vary according to type of vehicle and/or type of tow or immobilization needed for the vehicle, but cost at a minimum \$50.00. If a third party towing company is used, the charge will be as determined by the third party towing company.

b. Any vehicle which remains in violation of the same regulation for more than one calendar day is subject to additional citations.

c. Uniform traffic citations for violations of Chapter 316, Florida Statutes, and county ordinances are governed by the Miami-Dade County Court and may carry higher fines or other penalties.

2. Late Charges. If a university citation is not paid or appealed in the time provided by this regulation, a \$5.00 late charge shall be assessed in addition to the fine established for the violation. The assessment of the late charge shall not preclude the University from enforcing these regulations through alternative means such as preventing registration, withholding transcripts, ~~withholding of receiving a diploma, and/or~~ towing, and/or immobilizing the vehicle. Finally, the outstanding balance will be sent to a collection agency and additional fees will be assessed.

3. Remedies for Failure to Pay Fines. In addition to the assessment of a late charge fee, and other penalties as provided in this regulation, the following remedies are available to the University:

a. Revoke parking and driving privileges on University property. A person whose parking privileges are revoked may not be issued a new parking decal until all prior outstanding citations are satisfied.

b. Prevent the person from registering as a student.

c. Withhold issuance of transcripts or degrees.

d. Use of vehicle immobilizer.

e. Tow and impound the person's car.

f. Take other action as necessary to collect the outstanding fines as delinquent accounts owed to the University such as the use of a collection agency.

4. Responsibility for Citations. The person who registers a motor vehicle with the Department of Parking and Transportation assumes responsibility for all citations issued to that vehicle. If the motor vehicle has not been registered with the Department of Parking and Transportation then the person(s) in whose name the motor vehicle is registered with the State Department of Highway Safety and Motor Vehicles shall be held responsible for citations issued to the vehicle. Employees of FIU operating state university vehicles and golf-carts shall be responsible for citations issued to such vehicle(s).

(c) Procedures For Payment Of Fines And Appeals: A person to whom a citation has been issued shall have ten (10) business days from the date of issuance to respond to the citation either by paying the fine or by filing an appeal. If payment or request for an appeal is not received

within the allotted time, a \$5.00 late fee shall be assessed, and the University may take any authorized action to enforce the penalty.

1. Payment of Fines. Fines may be paid by credit card through the Florida International University web site URL <http://parking.fiu.edu> or in person at the Department of Parking and Transportation by check, money order, cash ~~payment~~, the FIU One Card Panther debit card, or credit card. Alternatively, payments may be mailed to the Department of Parking and Transportation located on Modesto A. Maidique Campus.; ~~H~~however, a \$5.00 late fees shall be applied in the event payment is not received by the Department of Parking and Transportation within the time provided by these regulations. All payments sent by mail should include the payee's Panther ID number and citation number(s).

2. Appeals Process and Procedures. Appeals of citations for university parking infractions and towing/vehicle immobilization procedures and charges may be instituted by filing a written appeal through the Florida International University web site URL <http://parking.fiu.edu> or at the Department of Parking and Transportation using the "Florida International University Department of Parking and Transportation CITATION APPEAL FORM", Form PT #04 Appeal Form ~~RVSD-4/2009~~. The form is incorporated by reference into this regulation. Uniform traffic citations are not open to appeal through the University appeal process. Uniform traffic citations must be processed through the Miami-Dade County Court system. Inability to locate parking spaces or the failure of others to observe these regulations shall not be considered to be valid defenses. The completed Citation Appeal Form must include a current and accurate mailing address or email address where notices can be sent to and received by the Appellant. Complete Citation Appeal Forms will be forwarded by the Department of Parking and Transportation to an Appeal Hearing Officer for review and decision. Appeals should only be filed if a legitimate basis exists. The following reasons are not considered legitimate basis for filing an appeal and will result in the appeal being automatically denied:

- . Disagreement with the Parking & Transportation Rules and Regulations.
- . Ignorance of the regulations.
- . Stated inability to find a permitted parking space.
- . Operation of the vehicle by another individual.
- . Failure to issue citations previously for similar violations.
- . Failure to display an event parking permit.
- . Tardiness to class and/or appointment.
- . Inability to pay fine.
- . Displayed wrong or expired permit.
- . Received incorrect verbal information from a non FIU Parking and Transportation employee.

Observing others illegally parked.

Not paying for sufficient metered time.

a. Appeal Hearing Officers. There shall be appointed on each campus a University Appeal Hearing Officer or Officers who shall be responsible to resolve appeals of citations for university parking infractions and/or towed or immobilized vehicles. The Appeal Hearing Officer(s) of each campus shall be appointed, by the appropriate vice president, to serve a two-year term, and may be appointed for additional terms. It is intended that Appeal Hearing Officers will be members of the University Community.

b. Appeal Hearing Officer Procedures. Appeal Hearing Officers will receive and evaluate written appeals. They will be guided by the Parking Regulations and shall consider any relevant circumstances, as articulated in the written appeal, in making their decision(s). Appeal Hearing Officers may request further information or interview the appellant, witnesses or the citing officer. Appeals will be reviewed and appellants notified by mail.

c. Appeal Hearing Officer Decisions. Following consideration of the grounds for an appeal, the Appeal Hearing Officer shall decide on the appeal. The Appeal Hearing Officer's decision shall contain findings of fact and be reduced to writing and a copy shall be furnished to the appellant by the Department of Parking and Transportation. If your appeal is denied, you may file a request for review by the appeal board. The appeal board will meet once a month and its decision is final. . Upon denial of an appeal, the fine assessed shall be paid within ten (10) business days of the date of notification to the appellant or a late fee will be assessed.

(d) Immobilization, Towing and Impoundment-Appeals. The University may immobilize, tow and/or impound any vehicle which is found to be parked illegally or in violation of these regulations. Parking after failing to pay a parking citation(s) within the allotted time constitutes illegal parking. A person whose vehicle has been immobilized, towed and/or impounded may appeal the tow or immobilization by filing a written appeal within ten (10) business days from the date of the impoundment. An Appeal Hearing Officer shall review the appeal within seventy-two (72) hours of receipt of the written appeal. The appellant shall receive notification of the appeal decision through the mail. If the immobilization or tow appeal is granted, the University shall refund the amount charged for the immobilization or tow. In lieu of the appeal, or pending such appeal, or if the appeal is denied, the owner of the vehicle or his/her authorized agent may obtain release of the vehicle by paying the citation(s), the immobilization and/or towing charges and any applicable delinquent fines.

(5)(e) University Events

(a) ~~1.~~ Any event held on campus, whether hosting internal or external guests, ~~which who~~ ~~may~~ requires the reservation of parking spaces, must be coordinated with the Department of Parking & Transportation. Pre-purchased parking permits and parking space reservations are available by contacting the Department of Parking and Transportation [or reserving online](#). Requests must be received seven (7) business days prior to the date of the event. A cancellation fee ~~will may~~ be assessed if ~~the Department has incurred expenses related to the event and~~ the Department is not notified at least seven (7) business days in advance of the intent to cancel the event ~~if the Department has incurred expenses related to the event.~~

(b) ~~2.~~ Although temporary signs are not required for all campus events, all temporary directional signage used on our campuses must adhere to the signage protocol established through the Office of Finance and Administration. Lawn signs are not permitted at the MAM, BBC, or Engineering Campuses. Please contact the Department of Parking & Transportation to order temporary directional signage.

(c) ~~3.~~ The Department also handles any event requests that require transportation, including golf cart, shuttles and campus tours. For more information, please refer to <http://parking.fiu.edu>.

Specific Authority- BOG Regulations 1.001(3)(k) and 7.003(9),, and 1006.66 FS. Law Implemented 1006.66 FS. History--Formerly 6P-5.06, 10-1-75, Repromulgated 12-23-76, Amended 1-15-80, 8-20-

81, 4-24-83, 8-12-85, *Formerly 6C8-5.06, Amended 7-6-86, 8-31-89, 7-17-90, 7-21-91, 8-25-93, 10-26-93, 8-17-94, 8-20-95, 8-11-96, 6-12-97, 7-08-99, 5-16-00, 5-24-01, 7-25-02, 12-2-02, 8-11-03, 6-1-04, 6-1-05, Formerly 6C8-5.006, Amended 6-2-06, 7-12-07, 8-11-08, 6-29-09, 8-10-10, 7-5-11, 7-9-12, _____.*

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

June 12, 2014

Subject: Amendment to Student Debt Collection Regulation

Proposed Board Action:

Approve the proposed amendments to FIU-1109 Student Debt Collection regulation.

Background information:

The Student Debt Collection Regulation, FIU-1109, provides for the collection of funds owed to the University by its students. The proposed amendment to the regulation is to provide for the charging of the cost of collecting delinquent accounts as provided in the regulation.

Pursuant to Florida Statutes Section 1010.03, the University is directed to exert every effort to collect delinquent accounts.

This regulation is being amended pursuant to the Board of Governors Regulation 7.003 (12), Fees, Fines and Penalties.

Supporting Documentation: Proposed Amendment to Student Debt Collection Regulation, FIU-1109

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

NOTICE OF PROPOSED REGULATION

REGULATION NO.: FIU-1109
REGULATION TITLE: Student Debt Collection

SUMMARY: The purpose of this Regulation is to provide procedures for collection of funds owed to the University by its students. The regulation is being amended to provide for the charging of the cost of collecting delinquent accounts as provided in the regulation.

TEXT OF REGULATION: The full text of the Proposed Regulation can be viewed below and on the website of The Florida International University Board of Trustees, <http://regulations.fiu.edu>. If you would like a copy of the Proposed Regulation, please contact Eli Deville, Coordinator, Administrative Services, Office of the General Counsel, (305) 348-2103.

AUTHORITY: Florida Statutes Section 1010.03 and BOG Regulations 7.001 and 7.002.

NAME OF PERSON INITIATING PROPOSED REGULATION: Kenneth Jessell, Chief Financial Officer and Senior Vice President.

ANY PERSON SEEKING TO COMMENT ON THE PROPOSED REGULATION MUST SUBMIT COMMENTS IN WRITING TO THE CONTACT PERSON LISTED BELOW. ALL WRITTEN COMMENTS MUST BE RECEIVED BY THE CONTACT PERSON WITHIN 14 CALENDAR DAYS OF THE DATE OF PUBLICATION OF THIS NOTICE.

CONTACT PERSON REGARDING THE PROPOSED REGULATION: Eli Deville, Coordinator, Administrative Services, Office of the General Counsel, Florida International University, 11200 SW 8th Street, PC 511, Miami, FL 33199. Email: devillee@fiu.edu
Fax: (305) 348-3272. Phone: 305-348-2103.

DATE OF PUBLICATION: May 12, 2014

THE FULL TEXT OF THE PROPOSED REGULATION IS PROVIDED BELOW:

FIU-1109 Student Debt Collection.

(1) Purpose. The University is required by Florida Law to exert every effort to collect all delinquent accounts owed to it. The purpose of this regulation is to provide for collection of delinquent accounts and overpayments owed to the University by its current or former students.

(2) Student Debt. For purposes of this regulation, student debts are all amounts owed to the University by a student, which were not paid when due, including but not limited to:

- (a) tuition, fees, student loans, notes receivables, returned checks, housing charges, goods and/or services provided, library fines, parking fines, health services, or any other amounts accrued; and,
- (b) overpayment by the University of scholarships, loans, or other types of payments.

An overpayment by the University becomes a student debt payable immediately upon the occurrence of the overpayment. All other student debts become delinquent accounts when they remain unpaid after the due date.

(3) Means of Collection. The University may employ any legal means for collecting student debts owed to the University, including but not limited to, any one or more of the following actions: issue collection letters, send notices by electronic mail, attempt to contact the student by telephone, engage a collection agency, suspend a student's academic progress, cancel a student's course schedule, preclude or restrict the issuance of a student's grades or diploma or the release of a student's transcript, negotiate an installment payment plan or settle a student's account.

(4) Collection costs. The University is authorized to assess a charge representing reasonable cost of collection efforts to effect payment for overdue accounts, including University and third party collection costs. Collection costs may be assessed to the student for payment for overdue student loan accounts and for collection of debts owed the university not secured by a promissory note or contract. Amounts received for collection costs shall be retained by the university.

Authority: Florida Statutes Section 1010.03 and BOG Regulations 7.001, 7.002 and 7.003.

History—New 12-2-11; Amended

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

June 12, 2014

Subject: UniversityCity Prosperity Project TIGER Improvements

Proposed Board Action:

Approval to perform the project contemplated by the United States Department of Transportation (USDOT) Grant on the FIU Modesto A. Maidique Campus and in the City of Sweetwater, and authorize the University President or designee to take all actions and execute any documents necessary or desirable in connection with the project.

Background Information:

FIU applied for and was awarded a USDOT Grant to support an innovative package of technology, streetscaping and transit improvements to connect the City of Sweetwater with the Modesto A. Maidique Campus. The grant was awarded under the provisions of the Federal Further Continuing Appropriations Act, 2013, regarding National Infrastructure Investments. The grant is referred to as the 2013 TIGER Discretionary Grants.

The total project budget is \$15,505,663, consisting of \$11,397,120 in USDOT funds, \$1,060,000 in Federal Transportation Alternatives Program funds and local funds through the Florida Department of Transportation (FDOT), \$1,057,482 in FIU matching funds, and \$1,991,061 in City of Sweetwater matching funds, including \$1,745,800 in City of Sweetwater Right of Way land to be donated to FIU.

Project funds will be used to construct a new signature pedestrian-oriented bridge over SW 8th Street, pedestrian-oriented plazas and walkways, a memorial plaza in the City of Sweetwater and streetscaping elements such as shade trees, street furniture, and lighting. Project funds will also be used for advanced and comprehensive electronic wayfinding systems (Informed Traveler Program and Applications (ITPA), and community transit. FIU will acquire, as part of the project, donated real property from the City of Sweetwater for certain portions of the project located on the north side of SW 8th Street.

Board of Governors Regulation 1.001(7)(b) provides in pertinent part: “[E]ach board of trustees shall have the authority to acquire real and personal property and contract for the sale and disposal of same.”

Florida Statute 1013.74(2)(a) provides the University Board of Trustees with the authority to approve the following fixed capital outlay projects:
“Construction of any new buildings, or remodeling of existing buildings, when funded from nonstate sources such as federal grant funds, private gifts, grants, or lease arrangements if such grants or gifts are given for the specific purpose of construction.”

Supporting Documentation: UniversityCity Prosperity Project Award Announcement
USDOT Grant Agreement

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UNIVERSITY CITY PROSPERITY PROJECT

APPLICANT/SPONSOR: Florida International University

TOTAL PROJECT COST: \$123,809,794

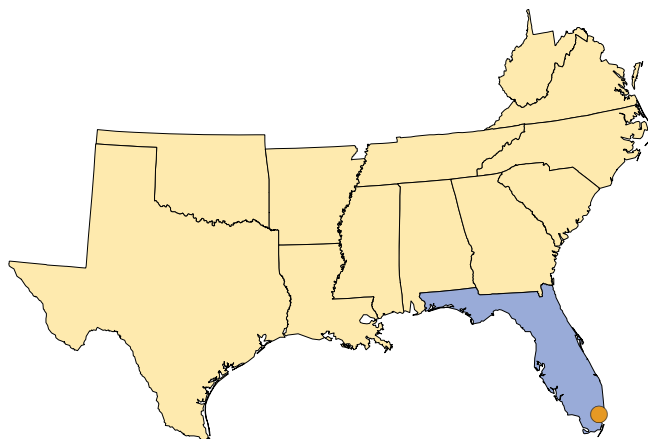
GRANT FUNDING: \$11,397,120

PROJECT DESCRIPTION

TIGER funds will be used to support an innovative package of technology, streetscaping and transit improvements to connect the town of Sweetwater with Florida International University (FIU). Together they will increase access to jobs on the FIU campus and link two portions of campus that are currently disconnected. TIGER funds will be used to construct a new pedestrian bridge over a busy arterial road. These infrastructure improvements will support the economic growth of a major public research university and an adjacent small city.

PROJECT HIGHLIGHTS

- » Utilizes innovative Intelligent Transportation System features to assist students, university staff, and community members to move efficiently to and through the FIU campus.
- » Creates a complete street connection between two portions of the campus currently disconnected, including a new pedestrian bridge over a major street.
- » Constructs complete streets improvements and campus walkways with a Boardwalk and Entry Plaza and Pavilion Project on campus.



SOUTH

PROJECT BENEFITS

The project will facilitate transit use and safe pedestrian-oriented transit access via an advanced and comprehensive electronic wayfinding system. This unique and innovative combination of computing technology, transit station improvements, and pedestrian-oriented infrastructure will increase transit ridership and reduce congestion. This innovative approach to campus connectivity is a first-of-its-kind effort that serves as a model for other communities throughout the nation.



U.S. Department
of Transportation



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**UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
WASHINGTON, DC 20590**

**GRANT AGREEMENT UNDER THE
CONSOLIDATED AND FURTHER CONTINUING APPROPRIATIONS ACT,
2013 (DIVISION F, TITLE I, Pub. L. 113-6, MARCH 26, 2013)
FOR THE NATIONAL INFRASTRUCTURE INVESTMENTS
DISCRETIONARY GRANT PROGRAM
(FY 2013 TIGER DISCRETIONARY GRANTS)**

**THE FLORIDA INTERNATIONAL UNIVERSITY (FIU) BOARD OF
TRUSTEES**

UNIVERSITY CITY PROSPERITY PROJECT

FHWA FY 2013 TIGER Grant No. [#]

This agreement (the “Agreement” or “Grant Agreement”) reflects the selection of The Florida International University (FIU) Board of Trustees (“Grantee” or “Recipient”) as a Recipient of a grant awarded under the provisions of the Further Continuing Appropriations Act, 2013 (Pub. L. 113-6, March 26, 2013), regarding National Infrastructure Investments (the “Act”). The grant program under the Act is referred to as “FY 2013 TIGER Discretionary Grants” or “TIGER Discretionary Grants.”

SECTION 1. TERMS AND CONDITIONS OF THE GRANT

- 1.1 This Agreement is entered into between United States Department of Transportation (“DOT” or the “Government”) and the Grantee. This Agreement will be administered by the Federal Highway Administration (also referred to herein as “FHWA” or the “Government”).
- 1.2 This Grant is made to the Grantee for the project as described in the Grantee’s Technical Application (the “Project”), titled “UniversityCity Prosperity Project 2013 – Advanced TOD and Informed Traveler Program”, and the negotiated provisions on the Project’s material terms and conditions, including the Project’s scope, assurance/confirmation that all required funding has been obtained and committed, and the timeline for completion of the Project.
- 1.3 The Government, having reviewed and considered the Grantee’s Application and finding it acceptable, pursuant to the Act awards a TIGER Discretionary Grant in the amount of Eleven Million, Three Hundred Ninety-Seven Thousand & One Hundred Twenty Dollars

(\$11,397,120), for the entire period of performance (referred to as the “Grant”). This Grant is the total not-to-exceed amount of funding that is being provided by the Government under this Grant Agreement. For urban projects, the Grantee hereby certifies that not less than Two Million Eight Hundred and Forty Nine Thousand Two Hundred Eighty Dollars (\$2,849,280) in non-Federal funds are committed to fund the Project in order to satisfy the Act’s requirement that at least twenty percent (20%) of the Project’s costs are funded by non-Federal sources. The Government’s liability to make payments to the Grantee under this Grant Agreement is limited to those funds obligated by the Government under this Agreement as indicated herein and by any subsequent amendments agreed to in writing by all parties.

1.4 The Grantee agrees to abide by and comply with all terms and conditions of this Agreement and to abide by, and comply with, all requirements as specified in the Exhibits and Attachments, identified in paragraphs 1.5 and 1.6, which are considered as integral parts of this Agreement. Each Exhibit and Attachment identified below is deemed to be incorporated by reference into this Agreement as is fully set out herein.

1.5 This Agreement shall also include the following Exhibits as integral parts hereof located at: http://ops.fhwa.dot.gov/freight/infrastructure/tiger/fy2013_gr_exhbt_tmp/index.htm

| | |
|-----------|--|
| Exhibit A | Legislative Authority |
| Exhibit B | General Terms and Conditions |
| Exhibit C | Applicable Federal Laws and Regulations |
| Exhibit D | Grant Assurances |
| Exhibit E | Responsibility and Authority of the Grantee |
| Exhibit F | Reimbursement of Project Costs |
| Exhibit G | Grant Requirements and Contract Clauses |
| Exhibit H | Quarterly Progress Reports: Format and Content |

1.6 This Grant Agreement shall also include the following Attachments as integral parts hereof:

| | |
|--------------|-------------------------------|
| Attachment A | Statement of Work |
| Attachment B | Estimated Project Schedule |
| Attachment C | Estimated Project Budget |
| Attachment D | Performance Measurement Table |

1.7 In the case of any inconsistency or conflict between the specific provisions of this Grant Agreement, the Exhibits, and the Attachments, such inconsistency or conflict shall be resolved as follows: First, by giving preference to the specific provisions and terms of this Grant Agreement; second, by giving preference to the provisions and terms of the Exhibits; and, finally by giving preference to the provisions and terms in the Attachments.

SECTION 2. GRANTEE AND PROJECT INFORMATION

Grantee, in accordance with the requirements of the TIGER Discretionary Grant Program, provides the following information:

2.1 Project's Statement of Work Summary (for further information see Attachment A):

The University City Prosperity Project will link the town of Sweetwater and Florida International University through technology improvements, streetscaping and transit services. This Project will create an electronic wayfinding system useful for people to travel to and through the FIU campus and creates a complete street to connect two portions of the campus that are currently disconnected. It also includes a new pedestrian bridge over a busy arterial route.

2.2 Project's Schedule Summary (for further information see Attachment B):

| | |
|--|-------------------|
| Actual Completion of NEPA: | February 25, 2014 |
| Planned Release of RFP/PS&E Approval: | May 20, 2014 |
| Planned Design/Build Contract Award: | March 30, 2015 |
| Planned Start Date of Design-Build: | April 10, 2015 |
| Planned Start Construction: | December 29, 2015 |
| Planned Project Construction Substantial Completion and Open to Traffic: | December 29, 2017 |

2.3 Project's Budget Summary (for further information see Attachment C):

TIGER Grant Funds and Additional Sources of Project Funds:

| | | |
|--|--------------|--------|
| TIGER Discretionary Grant Amount: | \$11,397,120 | 73.5% |
| Other Federal Funds (TAP ¹): | \$ 1,000,000 | 6.5% |
| State Funds (FDOT): | \$ 60,000 | 0.4% |
| Local Funds ** (City of Sweetwater): | \$ 1,991,061 | 12.8% |
| Other Funds (FIU): | \$ 1,057,482 | 6.8% |
| Total Project Cost: | \$15,505,663 | 100.0% |

** Local funds include \$1,745,800 in donated City of Sweetwater RoW.

If there are any cost savings or if the contract award is under the engineer's estimate, 23 C.F.R. 630.106(f) shall not apply to any match for the TIGER Discretionary Grant amount, and the

¹ FDOT approved Federal Transportation Alternatives Program funding. No match required.

Grantee's funding amount and percentage share may be reduced, provided that the Grantee's share of the costs under the Act may not be reduced below 20% for urban area projects.

2.4 Project's State and Local Planning Requirements:

Transportation Improvement Plan: Miami-Dade MPO amended the FY2013/2014 through FY 2017/2018 Transportation Improvement Plan to include the University City Prosperity Project on February 20, 2014.

Long Range Transportation Plan: Project adopted in the 2035 Long Range Transportation Plan by the Miami-Dade MPO on February 20, 2014

State Transportation Improvement Plan: FY 2013/2014 through FY 2017/2018 State Transportation Improvement Plan amended to include the Project on February 24, 2014.

2.5 Project's Environmental Approvals and Processes:

Environmental Documentation Type, Titles and Date: Type 2 Categorical Exclusion February 25, 2014

Environmental Decision Type and Date: Type 2 Categorical Exclusion, February 25, 2014

Name of Agency and Office Approving each Environmental Decision Document:

Federal Highway Administration Florida Division

2.6 Grantee's and any Sub-Grantee's Dun and Bradstreet Information:

Dun and Bradstreet Data Universal Numbering System (DUNS) No. of the Grantee: FIU 071298814

Name of any First-Tier Sub-Grantees or Sub-Recipients: N/A

DUNS No. of First-Tier Sub-Grantee or Sub-Recipient: N/A

2.7 Grantee's Designation of Official Contact (to whom all communications from Government will be addressed):

Kenneth A. Jessell
Chief Financial Officer and Senior Vice President
Florida International University
11200 S.W. 8th Street, 523 PC, Miami Florida 33199
305 348-2101
kjessell@fiu.edu

Harold Desdunes,
District Director of Transportation Development
Florida Department of Transportation, District 6
1000 NW 11th Avenue, Miami, 33172
305 470-5464
harold.desdunes@dot.state.fl.us

Notwithstanding paragraph 5.3 of this Grant Agreement, the Grantee may update the contact information listed in this paragraph by written notice (formal letter) to the Government without the need for a formal amendment to this Agreement.

SECTION 3. REPORTING REQUIREMENTS

Subject to the Paperwork Reduction Act, and consistent with the purposes of the TIGER Discretionary Grant Program, Grantee agrees to collect data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending. Grantee further agrees to submit periodic reports to the Government that contain data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending.

- 3.1 **Project Outcomes and Performance Measurement Reports:** Grantee shall collect the data necessary to track and report on each of the performance measures identified in the Performance Measurement Table in Attachment D and report results of the data for each measure to the Government periodically, according the reporting schedule identified in Attachment D. Furthermore, Grantee agrees to provide an initial Pre-project Report and a final Project Outcomes Report to the Government.
- 3.1.1 The Pre-project Report shall consist of current baseline data for each of the performance measures specified in the Performance Measurement Table in Attachment D. The Pre-project Report shall include a detailed description of data sources, assumptions, variability, and the estimated level of precision for each measure. Grantee shall submit the report to the Government by **February 29, 2016**. Grantee shall represent that the data in the Pre-project Report is current as of **November 30, 2015**.
- 3.1.2 Grantee shall submit interim Project Performance Measurement Reports to the Government for each of the performance measures specified in the Performance Measurement Table in Attachment D following Project completion. Grantee shall submit reports at each of the intervals identified for the duration of the time period specified in the Performance Measurement Table in Attachment D. Grantee shall represent that the data in each of the interim Project Performance Reports is current as of the final date of the reporting interval.
- 3.1.3 The Project Outcomes Report shall consist of a narrative discussion detailing Project successes and/or the influence of external factors on Project expectations. Grantee shall submit the Project Outcomes Report to the Government by **February 28, 2024** which includes an *ex post* examination of project effectiveness in relation to the Pre-project Report baselines. Grantee shall represent that the data in the Project Outcomes Report is current as of **December 29, 2023**.

- 3.1.4 Grantee shall submit each report via email to each of the Government contacts identified in paragraph 3.5 of this Agreement and, additionally, to outcomes@dot.gov. The email shall reference and identify in the email subject line the TIGER Grant Number and provide the number of the Performance Measures report submitted, e.g., Re: FHWA FY 2013 TIGER Discretionary Grant No. [#] - Performance Measure Report No. 1 or 2 or 3, etc.
- 3.2 **Project Progress and Monitoring Reports:** Consistent with the purposes of the TIGER Discretionary Grant Program, to ensure accountability and transparency in Government spending, the Grantee shall submit quarterly progress reports and the Federal Financial Report (SF-425) to the contacts designated by the Government in section 3.5, as set forth in Exhibit H, Quarterly Progress Reports: Format and Content, to the Government on a quarterly basis, beginning on the 20th of the first month of the calendar year quarter following the execution of the Agreement, and on the 20th of the first month of each calendar year quarter thereafter until completion of the Project. The initial report shall include a detailed description, and, where appropriate, drawings, of the items funded.
- 3.2.1 The Grantee shall submit all required reports and documents to the Government electronically, referencing the Grant number, to the contacts designated by the Government in section 3.5.
- 3.3 **Annual Budget Review and Program Plan:** The Grantee shall submit an Annual Budget Review and Program Plan to the Government via e-mail 60 days prior to the end of each Agreement year. The Annual Budget Review and Program Plan shall provide a detailed schedule of activities, estimate of specific performance objectives, include forecasted expenditures, and schedule of milestones for the upcoming Agreement year. If there are no proposed deviations from the approved Estimated Project Budget, the Annual Budget Review shall contain a statement stating such. The Grantee will meet with the Government to discuss the Annual Budget Review and Program Plan. If there is an actual or projected project cost increase, the annual submittal should include a written plan for providing additional sources of funding to cover the project budget shortfall or supporting documentation of committed funds to cover the cost increase.
- 3.4 **Closeout Process:** Closeout occurs when all required project work and all administrative procedures described in Title 23 (or 49 C.F.R. Part 18 or Part 19, as applicable) are completed, and the Government notifies the Grantee and forwards the final Federal assistance payment, or when the Government acknowledges Grantee's remittance of the proper refund. Within 90 days of the Project completion date or termination by the Government, the Grantee agrees to submit a final Federal Financial Report (SF-425), a certification or summary of project expenses, and third-party audit reports.
- 3.5 All notices or information required by this Agreement should be addressed and sent to all the Government contacts as follows:

FHWA Field (Division or Federal Lands) Contact Designated as Official Contact:

Jorge J. Rivera
District 6 Transportation Engineer
Federal Highway Administration- Florida Division
George C. Young Federal Building and Courthouse
400 W. Washington Street Room 4101
Orlando, FL 32801
850-553-2233
jorge.rivera@dot.gov
and

FHWA TIGER Program Manager
Federal Highway Administration
Office of Freight Management and Operations
1200 New Jersey Avenue, SE
Room E84-444
Washington, DC 20590
(202) 366-0857
FHWA-TIGER.Reports@dot.gov
and

OST TIGER Discretionary Grants Coordinator
United States Department of Transportation
Office of the Secretary
1200 New Jersey Avenue, SE
Washington, DC 20590
(202) 366-8914
TIGERGrants@dot.gov

Notwithstanding paragraph 5.3 of this Grant Agreement, the Government may update the contact information listed in this paragraph by written notice (formal letter) to the Grantee without the need for a formal amendment to this Agreement.

SECTION 4. SPECIAL GRANT REQUIREMENTS

There are no special grant requirements for this Project.

SECTION 5. TERMINATION, EXPIRATION, AND MODIFICATION

- 5.1 Subject to terms set forth in this Agreement, the Government reserves, in its sole discretion, the right to terminate this Agreement and all of its obligations associated with this Agreement, unless otherwise agreed to in a signed writing between the Grantee and the Government, if any of the following occurs:
 - 5.1.1 The Grantee fails to obtain or provide any non-TIGER Discretionary Grant contribution or alternatives approved by the Government as provided in this Agreement and in accordance with paragraphs 2.2 and 2.3;

- 5.1.2 The Grantee fails to begin construction before **February 29, 2016**;
- 5.1.3 The Grantee fails to begin expenditure of Grant funds by **April 8, 2016**;
- 5.1.4 The Grantee fails to meet the conditions and obligations specified under this Agreement including, but not limited to, a material failure to comply with schedule in paragraph 2.2 even if it is beyond the reasonable control of the Grantee, or after giving the Grantee a reasonable opportunity to cure such failure; or,
- 5.1.5 The Government, in its sole discretion, determines that termination of the Agreement is in the public interest.
- 5.2 Funds made available under this Agreement shall be obligated by DOT on or before September 30, 2014. Funds made available under this Agreement, once obligated, are available for liquidation and adjustment through September 30, 2019, the “Grant Termination Date.” Unless otherwise agreed to by the parties, this Agreement shall terminate on the Grant Termination Date.
- 5.3 Either party (the Government or the Grantee) may seek to amend or modify this Agreement prior to the Grant Termination Date by written notice (formal letter) to the other party and in accordance with 49 C.F.R. Parts 18.43 and 18.44. The Grant Agreement may be amended or modified only on the mutual written agreement by both parties. Changes to Attachments B and C (Estimated Project Schedule and Estimated Project Budget) do not require modification through the process in this paragraph if such modifications do not affect the dates or amounts in paragraphs 2.2 and 2.3, and the change has been consented to by the Government in writing consistent with the requirements of FHWA (including by email).

SECTION 6. AWARD AND EXECUTION OF GRANT AGREEMENT

- 6.1 **Counterparts:** This Agreement may be executed in counterparts, which shall constitute one document. This Agreement shall be executed in quadruplicate; each countersigned original shall be treated as having identical legal effect.
- 6.2 **Effective Date:** The Agreement shall be effective when fully executed by authorized representatives of the Grantee and the Government; provided, however, that the Grantee shall execute this Agreement, and then submit four (4) original signed copies of the Agreement to the Government for execution. When signed and dated by the authorized official of the Government, this instrument will constitute an Award under the Act.
- 6.3 **Survival:** Notwithstanding anything to the contrary contained herein, the provisions of this Agreement relating to reporting requirements set forth in Section 3 of this Agreement shall survive the expiration or earlier termination of this Agreement.

EXECUTION BY THE GOVERNMENT

Executed this _____ day of _____, 2014.

Signature of Government's Authorized Representative

Name of Government's Authorized Representative

Title

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EXECUTION BY THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

By signature below, the Grantee/Recipient acknowledges that it accepts and agrees to be bound by this Agreement.

Executed this _____ day of _____, 2014.

Signature of Grantee's Authorized Representative

Name of Grantee's Authorized Representative

Title

DRAFT

EXECUTION BY STATE DEPARTMENT OF TRANSPORTATION

By signature below, the State Department of Transportation (SDOT) acknowledges that it agrees to act as a limited agent for the Grantee to assist in the receipt and disbursement of the TIGER Discretionary Grant obligated by this Agreement and to perform such other administrative and oversight duties with respect to the Grant and the Project as the Grantee and the SDOT shall agree upon between themselves. The SDOT acknowledges the fiduciary duty owed to the parties to this agreement and will promptly disburse the TIGER Grant to the Grantee at Grantee's direction and instructions. Further, the SDOT will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the duties it assumes under this Agreement in compliance with the terms and conditions contained herein.

Executed this _____ day of _____, 2014.

Gus Pego
FDOT District VI Secretary

ATTACHMENT A STATEMENT OF WORK

The 2013 UniversityCity Prosperity Project consists of the following four components:

- i. Pedestrian-Oriented Transit Access Infrastructure Improvements (Infrastructure)
- ii. Community Transit Service Development Enhancements (Community Transit)
- iii. Informed Traveler Program and Applications (ITPA)
- iv. Design/Engineering Services and Construction Management (DES&CM)

Specifically, these project improvements will consist of:

Infrastructure: This part of the Project focuses on pedestrian-oriented transit access infrastructure improvements, that provide for two narrowed traffic lanes and wider sidewalks with landscaping, and pedestrian-oriented streetscaping elements, such as enhanced shade trees, street furniture, street signage, street lighting, a Memorial Plaza in Sweetwater, and an entry plaza located on FIU's Modesto A. Maidique Campus (Maidique Campus); and a signature pedestrian-oriented shared-use bridge across US 41 (a major arterial roadway located between Sweetwater and Maidique Campus).

Major construction activities, in addition to Right-of-Way, include:

- i. Pedestrian-Oriented Shared-Use Bridge
- ii. Site Preparation, Landscaping & Irrigation
- iii. Utilities (i.e., FPL, electrical, telecom, water,) & Lighting
- iv. Storm Water System
- v. Paving & Parking
- vi. Streetscaping/Furnishings/Equipment
- vii. Professional Fees – Fire Marshall, Surveys
- viii. Plazas, Walkways, Pavilions & AIMS
- ix. Roadway Improvements & AIMS Platform area
- x. Professional Services – Design-Build, Contractor CEI

Community Transit: Community transit will be enhanced through deploying three community transit vehicles that are: 1) rebuilt, repaired, and enhanced ten passenger Small Hybrid-Electric Rubber Tire Trolley to be owned by Sweetwater and operated within UniversityCity between Sweetwater and FIU crossing US 41 on a high frequency; 2) a rebuilt, repaired, and enhanced community transit Back-Up Circulator Bus to accommodate ten or more passengers that is owned by Sweetwater; and, 3) acquiring a multipurpose, ten passenger, "Engineer-on-Wheels" outreach vehicle which will also serve as a community transit back-up vehicle.

Major construction activities include:

- i. Acquire new Engineer-on-Wheels vehicle
- ii. Assess Back-Up Circulator Bus & Compile Parts/Equipment Inventory

- iii. Assess Small Hybrid-Electric Trolley & Compile Parts/Equipment Inventory
- iv. Rebuild, repair and enhance Back-Up Circulator Bus & Small Hybrid-Electric Trolley
- v. Testing vehicles & prepare for full operational use

ITPA: The 2013 TIGER funds allocated for the ITPA will be used to deliver a platform to support the first phase of the overall ITPA vision. The ITPA is based on a plan developed in a separate effort led by Miami-Dade Expressway Authority (MDX) to ensure interoperability among the various locally deployed technology systems. The ITPA will develop software that will provide personalized, timely information and advice regarding the most efficient and cost effective travel paths for users in advance of their travel decision points. The ITPA will also provide information to selected members of the traveling public who agree to optimize their trips to and from UniversityCity by using ITPA to secure available parking spaces and to timely access community transit and express transit services. These first ITPA effort will be focused on: FIU transit vehicle and passenger movements in and between the FIU's Maidique Campus, the Biscayne Bay Campus and the Engineering Center; Sweetwater community transit vehicle and passenger movements within UniversityCity and Sweetwater; a smart parking feature at certain FIU Maidique Campus, Sweetwater, and remote locations connected to FIU by express transit; and, data aggregation and feeds to reduce any traffic delays along US 41 and SW/NW 107th Avenue adjacent UniversityCity.

Major construction activities include:

- i. Software Acquisition and Licenses/Development
- ii. Smart Parking Data Formats Development
- iii. Garage, Transit and Street Applications Development
- iv. Sensors, Streetsmart, Aerials and other ITS System Design & Installation
- v. Pilot & Communications Plans
- vi. Software, Garage & Transit Applications, and ITS Testing
- vii. Construction, Engineering & Inspection (CEI) – Sensors, Streetsmart, Aerials & ITS Elements

DES&CM: This component consists of design and engineering services and construction management.

Infrastructure Staff Support and Professional Services for Construction, Design and CEI, including: managing development of design; permitting; right-of-way acquisition/approvals and easements; design-build advertisement and competitive selection award process; construction oversight and approvals activities; code administration (FIU is permitting authority); construction accounting, billing, and payment management; and risk management.

Academic & Other Support for Infrastructure, Community Transit Development & ITPA, including: repair of a used CATS 15-passenger shuttle bus as an Engineer-on-Wheels vehicle; project website creation and updating; outreach efforts using Engineer-on-Wheels for UniversityCity Prosperity Project designs and construction reviews; review design documents and provide input to Program

Committee; review design-build and ATC proposals and provide input to Program Committee; provide construction and design reviews to Program Committee; review designs for real and perceived safety concerns that will enhance usage of public spaces; advice as to ITPA data collection methodology, instruments and analyses from the user point of view; and coordinate transdisciplinary efforts to functionally connect infrastructure, community transit and ITPA improvements and endeavor to construct and deploy all these UniversityCity components as intended consistent with the UniversityCity June 3, 2013 submittal for TIGER Discretionary Grant funding.

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ATTACHMENT B ESTIMATED PROJECT SCHEDULE

INFRASTRUCTURE

Project Milestone/Deliverable Schedule:

| | Start Date | End Date |
|--|-------------------|--------------------|
| Actual Completion of NEPA: | N/A | February 25, 2014 |
| Planned Release of PS&E/RFP Package Approval: | N/A | May 20, 2014 |
| Planned Design/Build Construction Advertisement: | June 30, 2014 | July 30, 2014 |
| Planned Firm Selected By FIU and Concurred by FHWA/FDOT: | February 5, 2015 | February 19, 2015 |
| Planned Design/Build Construction Award: | March 30, 2015 | March 30, 2015 |
| Planned Start Date of Design-Build: | April 10, 2015 | N/A |
| Planned Start Construction Date: | December 29, 2015 | N/A |
| Pedestrian-Oriented Shared-Use Bridge: | March 1, 2016 | September 30, 2016 |
| Site Preparation, Landscaping & Irrigation: ² | December 29, 2015 | October 15, 2016 |
| Utilities & Lighting: | January 15, 2016 | October 15, 2016 |
| Storm Water System: | January 31, 2016 | September 30, 2016 |
| Paving & Parking: | February 20, 2016 | November 30, 2016 |
| Streetscaping Furnishings & Equipment: | February 28, 2016 | December 15, 2016 |
| Professional Fees – Fire Marshall, Surveys: | March 1, 2016 | May 1, 2017 |
| Plazas, Walkways, Pavilions & AIMS: | June 1, 2017 | December 29, 2017 |
| Roadway Improvements, AIMS Platform area: | June 1, 2017 | December 29, 2017 |
| Planned Project Construction Substantial Completion & Open to Traffic: | N/A | December 29, 2017 |
| Planned Final Construction: | N/A | February 9, 2018 |
| Professional Services – Design-Build, Contractor CEI: | April 10, 2015 | March 30, 2018 |
| Planned Close-Out Documentation: | January 2, 2018 | March 30, 2018 |

² Extended site preparation end date reflects site preparation for AIMS platform.

COMMUNITY TRANSIT SERVICE DEVELOPMENT ENHANCEMENTS

Project Milestone/Deliverable Schedule:

| | Start Date | End Date |
|---|-------------------|-------------------|
| Transfer of Title from FIU to Sweetwater and Operational Agreements: | December 15, 2014 | July 1, 2015 |
| Acquire Engineer-on-Wheels Vehicle & Identify Back-up Use: | February 28, 2015 | December 31, 2015 |
| Assess Back-Up Circulator Bus & Compile Inventory: | December 28, 2014 | July 1, 2015 |
| Assess Small Hybrid-Electric Trolley & Compile Inventory: | December 28, 2014 | July 1, 2015 |
| Rebuild, Repair & Enhance Small Hybrid-Electric Trolley & Back-Up Circulator Bus: | July 1, 2015 | May 31, 2017 |
| Complete Testing Vehicles & Prepare for Full Operational Use: | June 1, 2017 | December 29, 2017 |
| Begin Service/Small Hybrid-Electric Trolley & Back-Up Circulator Bus: | December 30, 2017 | N/A |
| Planned Close-Out Documentation: | January 2, 2018 | March 30, 2018 |

INFORMED TRAVELER PROGRAM AND APPLICATIONS (ITPA)

Project Milestone/Deliverable Schedule:

| | Start Date | End Date |
|---|--------------------|--------------------|
| A Public Interest Finding (PIF) and specific scope approval | N/A | May 20, 2014 |
| Smart Parking Data Formats Development: | September 15, 2014 | June 30, 2015 |
| Garage, Transit & Street Applications Development: | September 15, 2014 | March 31, 2016 |
| Sensors, Streetsmart, Aerials & other ITS System Design & Installation: | September 15, 2014 | May 30, 2016 |
| Software Acquisition & Licenses /Development: | September 15, 2014 | June 30, 2016 |
| Pilot and Communications Plans: | May 31, 2016 | September 30, 2016 |
| Software, Garage & Transit Applications & ITS Testing: | September 30, 2016 | December 28, 2017 |
| CEI - Sensors, Streetsmart, Aerials & ITS Elements: | September 15, 2014 | December 28, 2017 |
| ITPA Operational: | December 30, 2017 | N/A |
| Planned Close-Out Documentation: | January 2, 2018 | March 30, 2018 |

DESIGN/ENGINEERING SERVICES & CONSTRUCTION MANAGEMENT (DES & CM)
Project Milestone/Deliverable Schedule:

| | Start Date | End Date |
|--|-----------------|-------------------|
| Begin DES & CM: | July 1, 2014 | March30, 2018 |
| Complete Academic and Other Support for Infrastructure, Community Transit Development & ITPA: | July 1, 2014 | June 30, 2015 |
| Complete Infrastructure Staff Support & Professional Services for Design, Construction & CEI: | July 1, 2014 | December 30, 2017 |
| Planned Close-Out Documentation: | January 2, 2018 | March 30, 2018 |

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ATTACHMENT C ESTIMATED PROJECT BUDGET

TABLE 1 – OVERALL PROJECT BUDGET SUMMARY

| PROJECT COMPONENT | ACTIVITY | TOTAL PROJECT BUDGET | TIGER | OTHER FEDERAL FUNDS (TAP) | FIU | CITY OF SWEET-WATER | FDOT |
|--------------------------|---|-----------------------------|---------------------|----------------------------------|--------------------|----------------------------|-----------------|
| INFRASTRUCTURE | Right of Way ** | \$1,745,800 | | | | \$1,745,800 | |
| | Design-Build Construction | \$10,295,979 | \$8,548,140 | \$1,000,000 | \$588,303 | \$ 159,536 | |
| COMMUNITY TRANSIT | Community Transit | \$ 342,900 | | | \$257,175 | \$ 85,725 | |
| ITPA | Technology/Program Applications | \$2,368,836 | \$2,156,832 | | \$212,004 | | |
| DES & CM | Design/engineering services & construction management | \$752,148 | \$692,148 | | | | \$60,000 |
| TOTAL | | \$15,505,663 | \$11,397,120 | \$1,000,000 | \$1,057,482 | \$1,991,061 | \$60,000 |

** Right of Way donated by City of Sweetwater as part of matching funds

Table 2 – Infrastructure Project Budget Summary

| ACTIVITY/ TASK | ESTIMATED INFRA- STRUCTURE BUDGET | TIGER FUNDS | OTHER FEDERAL FUNDS (TAP) | FIU FUNDS | CITY OF SWEET- WATER FUNDS | FDOT FUNDS |
|--|--|--------------------|------------------------------------|-------------------|-------------------------------------|---------------|
| Right of Way ** | \$ 1,745,800 | | | | \$1,745,800 | |
| Construction, Design, and Professional Services | | | | | | |
| Pedestrian-Oriented Shared-Use Bridge | \$ 5,005,440 | \$4,005,440 | \$1,000,000 | | | |
| Site Preparation, Landscaping & Irrigation | \$ 922,000 | \$ 896,500 | | | \$ 25,500 | |
| Plazas, Walkways, Pavilions & AIMS | \$ 1,500,000 | \$ 1,440,000 | | | \$ 60,000 | |
| Roadway Improvements & AIMS Platform Area | \$ 533,125 | \$ 101,822 | | \$ 431,303 | | |
| Utilities & Lighting | \$ 527,200 | \$ 527,200 | | | | |
| Storm Water System | \$ 130,000 | \$ 67,500 | | \$ 32,500 | \$ 30,000 | |
| Paving & Parking | \$ 69,364 | \$ 55,079 | | | \$ 14,285 | |
| Professional Services--Design- Build, Engineering | \$ 1,346,505 | \$ 1,218,138 | | \$ 100,493 | \$ 27,874 | |
| Fire Marshall, Surveys | \$ 250,698 | \$ 224,814 | | \$ 24,006 | \$ 1,878 | |
| Streetscaping Furnishings & Equipment | \$ 11,647 | \$ 11,647 | | | | |
| Total Budget | \$12,041,779 | \$8,548,140 | \$1,000,000 | \$ 588,302 | \$1,905,337 | |

**** Right of Way donated by City of Sweetwater as part of matching funds**

| Table 3 – Community Transit Budget | | | | | | |
|--|---|------------------------|--|----------------------|---|-----------------------|
| ACTIVITY/ TASK | ESTIMATED COMMUNITY TRANSIT BUDGET | TIGER FUNDS | OTHER FEDERAL FUNDS (TAP) | FIU FUNDS | CITY OF SWEET- WATER FUNDS | FDOT FUNDS |
| | | | | | | |
| Acquire new Engineer- on-Wheels Vehicle | \$ 52,530 | | | \$ 52,530 | | |
| Assess Back-Up Circulator Bus & Compile Inventory | \$ 7,250 | | | | \$ 7,250 | |
| Assess Small Hybrid- Electric Trolley & Compile Inventory | \$ 21,100 | | | | \$ 21,100 | |
| Rebuild, Repair & Enhance Small Hybrid- Electric Trolley & Back-Up Circulator Bus | \$250,020 | | | \$204,645 | \$ 45,375 | |
| Complete Testing Vehicles & Prepare for Full Operational Use | \$ 12,000 | | | | \$ 12,000 | |
| Total Budget | \$342,900 | | | \$257,175 | \$ 85,725 | |

Table 4 - Informed Traveler Program and Application (ITPA) Budget Summary

| ACTIVITY/ TASK | ESTIMATED ITPA BUDGET | TIGER FUNDS | OTHER FEDERAL FUNDS (TAP) | FIU FUNDS | CITY OF SWEET- WATER FUNDS | FDOT FUNDS |
|--|--------------------------------------|------------------------|--|----------------------|---|-----------------------|
| Software Acquisition & Licenses/ Development | \$ 500,000 | \$ 500,000 | | | | |
| Smart Parking Data Formats Development | \$ 300,000 | \$ 300,000 | | | | |
| Garage, Transit & Street Applications Development | \$ 500,000 | \$ 287,996 | | \$212,004 | | |
| Sensors, Smartstreet, Aerials & other ITS System Design & Installation | \$ 700,000 | \$ 700,000 | | | | |
| Pilot & Communications Plans | \$ 100,000 | \$ 100,000 | | | | |
| Software, Application & ITS Testing | \$ 141,836 | \$ 141,836 | | | | |
| Construction, Engineering & Inspection (CEI)— Sensors, Streetsmart, Aerials, & ITS Elements | \$ 127,000 | \$ 127,000 | | | | |
| Total Budget | \$2,368,836 | \$2,156,832 | | \$212,004 | | |

Table 5 Design/Engineering Services and Construction Management (DES & CM) Budget Summary

| ACTIVITY/ TASK | ESTIMATED DES & CM BUDGET | TIGER FUNDS | OTHER FEDERAL FUNDS (TAP) | FIU FUNDS | CITY OF SWEETWATER FUNDS | FDOT FUNDS |
|--|--|------------------------|--|----------------------|---|-------------------|
| Infrastructure Staffing Support & Professional Services for Design, Construction & CEI | \$ 326,003 | \$ 266,003 | | | | \$60,000 |
| Academic and Other Support for Infrastructure, Community Transit Development, and ITPA | \$ 426,145 | \$ 426,145 | | | | |
| | | | | | | |
| Total Budget | \$752,148 | \$692,148 | | | | \$60,000 |

ATTACHMENT D PERFORMANCE MEASUREMENT TABLE

Study Area: UniversityCity (within Maidique Campus & Sweetwater north of Flagler Street)

Table 1: Performance Measurement Table

| Measure | Description of Measure | Measurement Period | Reporting Period |
|---|--|---|--|
| Parking and Corridor Utilization & User Experience | <p>Pedestrian and bicycle counts and parking utilization, by time of day and while the university is in/out of session, for activities in the study area, and responses to annual surveys (before and after) of users in the study area regarding the following qualitative issues:</p> <ul style="list-style-type: none"> • Ease of access to the road • Ease of access to the bridge and surrounding study areas • Improved safety • Use of /Access to bike & pedestrian path • Trip origination/destination • Travel purpose and Increased pedestrian and bicycle usage | <p>Baseline Measurement: Annual average, accurate as of November 30, 2015</p> <p>Interim Performance Measures: Accurate as of December 29, 2018, annually</p> | <p>Baseline Measurement: February 29, 2016</p> <p>Interim Performance Measures: For a period of 5 years, beginning February 28, 2019 annually</p> |
| Real Estate Impacts & Customer Project Area Perceptions | <p>Annual count of recorded real estate transactions and gross increase in value of properties within a 1 mile and 3 mile radius of the project site before the project and then annually for 3 years after the project opens for operation under normative conditions, and responses to customer "intercept" annual surveys (before and after) of users in the study area while the university is in session, to gauge:</p> <ul style="list-style-type: none"> • reaction to the reconstruction project | <p>Baseline Measurement: November 30, 2015</p> <p>Interim Performance Measures: Accurate as of December 29, 2018, annually</p> | <p>Baseline Measurement: February 29, 2016</p> <p>Interim Performance Measures: For a period of 5 years, beginning February 28, 2019 annually</p> |

| | | | |
|--|---|--|--|
| | <ul style="list-style-type: none">• prospective views of the study area• household demographics• tenure information• socioeconomic characteristics | | |
|--|---|--|--|

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

June 12, 2014

Subject: 2014-15 University Work Plan to the Florida Board of Governors

Proposed Board Action:

Approve the 2014-15 University Work Plan.

Background Information:

The Florida Board of Governors requires that all State University System institutions submit an annual work plan.

Florida Board of Governors Regulation 2.002(3), University Work Plans and Annual Reports, provides that each board of trustees shall prepare a work plan and submit updates on an annual basis for consideration by the Board of Governors. The work plan shall outline the university's top priorities, strategic directions, and specific actions and financial plans for achieving those priorities, as well as performance expectations and outcomes on institutional and System-wide goals.

Supporting Documentation: 2014-15 University Work Plan

Facilitator/Presenter: Cesar L. Alvarez, *Academic Policy and Student Affairs
Committee Chair*

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FIU

2014-15 Work Plan



Florida International University

Work Plan Presentation for 2014-15 Board of Governors Review

STATE UNIVERSITY SYSTEM of FLORIDA | **Board of Governors**



INTRODUCTION

The State University System of Florida has developed three tools that aid in guiding the System's future.

- 1) The Board of Governors' new Strategic Plan 2012-2025 is driven by goals and associated metrics that stake out where the System is headed;*
- 2) The Board's Annual Accountability Report provides yearly tracking for how the System is progressing toward its goals;*
- 3) Institutional Work Plans connect the two and create an opportunity for greater dialogue relative to how each institution contributes to the System's overall vision.*

These three documents assist the Board with strategic planning and with setting short-, mid- and long-term goals. They also enhance the System's commitment to accountability and driving improvements in three primary areas of focus: 1) academic quality, 2) operational efficiency, and 3) return on investment.

The Board will use these documents to help advocate for all System institutions and foster even greater coordination with the institutions and their Boards of Trustees.

Once a Work Plan is approved by each institution's respective Boards of Trustees, the Board of Governors will review and consider the plan for potential acceptance of 2014-15 components. Longer-term components will inform future agendas of the Board's Strategic Planning Committee. The Board's acceptance of a work plan does not constitute approval of any particular component, nor does it supersede any necessary approval processes that may be required for each component.



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- a. Mission Statement
- b. Vision Statement
- c. Statement of Strategy
- d. Strengths and Opportunities
- e. Key Initiatives & Investments

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3. PREEMINENT RESEARCH UNIVERSITY METRICS

4. OTHER KEY PERFORMANCE INDICATORS

- a. Goals Common to All Universities
- b. Goals Specific to Research Universities
- c. Institution Specific Goals

5. OPERATIONS

- a. Fiscal Information (*includes Tuition Differential Fee Request*)
- b. Enrollment Planning
- c. Academic Program Coordination

6. DEFINITIONS



MISSION STATEMENT (What is your purpose?)

Florida International University is an urban, multi-campus, public research university serving its students and the diverse population of South Florida. We are committed to high-quality teaching, state-of-the-art research and creative activity, and collaborative engagement with our local and global communities.

VISION STATEMENT (What do you aspire to?)

Florida International University will be a leading urban public research university focused on student learning, innovation, and collaboration.

STATEMENT OF STRATEGY (How will you get there?)

Given your mission, vision, strengths and available resources, provide a brief description of your market and your strategy for addressing and leading it.

FIU is the public anchor institution for the greater Miami area. We see ourselves as a solutions center for the community through the application of our research, learning and engagement energies. We are proud to have awarded over 200,000 degrees. Most degree holders live and work in the three county area of South Florida. Nationally, FIU is the largest producer of minority degrees at the bachelor's level, and the largest producer of bachelor's and master's degrees awarded to Hispanics, including STEM degrees. These facts drive the FIU strategy for our regional and national markets.

Regionally, the community's business leaders have asked FIU – through President Rosenberg – to chair an Academic Leaders' Council (ALC) that is working collaboratively to ensure that county-wide higher education initiatives are directed to job creation and entrepreneurship. The ALC received the Beacon Council's Chairman's Award this year. FIU is a major player in the Beacon Council's One Community One Goal (OCOG) strategic plan, an economic development initiative targeted to growing industries and strengthening the local economy. This plan pivots around education as the foundation for Miami-Dade County's economic development. It calls for a new ecosystem of growth. We are responding with short- and long-term initiatives consistent with BOG planning in six targeted industry clusters identified as critical drivers of job creation in the community.

As the business community places a greater emphasis on the role of education in job creation, FIU is focusing on results-oriented initiatives to improve market-related responsiveness. Our mission, vision and strategy for the 2014-15 academic year are focused: We are committed to improving early employment-related matching of student interest and aptitudes with available academic majors and jobs to ensure a more efficient and timely progression to degree and employment thereafter. We are aggressively expanding paid internship opportunities locally, nationally, and internationally. We will deepen our role as the nation's leading producer of STEM degrees for minority students through expanded science offerings, more peer-led learning groups, and progressive faculty-led curricular and applied market-based research.

Nationally, the FIU approach to minority STEM education is gaining visibility: President Rosenberg was appointed to the National Research Council's study for STEM completion "Barriers/Opportunities in Completing Two and Four-Year STEM Degrees".

Business and cost efficiencies remain central to our strategy. We have expanded on-line and on- and off-campus weekend classes (FIU has the highest classroom space utilization rate in the SUS at 125.58% of statutory requirements), reduced energy costs (FIU leads the SUS in energy conservation for six straight years, 2007-2013), and gained new revenue through adult learner degree programs.



STRENGTHS AND OPPORTUNITIES *(within 3 years)*

What are your core capabilities, opportunities and challenges for improvement?

FIU's strength is its community responsiveness. We are entrepreneurial. We believe that we have an obligation to put our research and learning to work. We take pride in student achievement: our graduates are leaders in their fields. As a majority-minority institution of higher education with a global outlook, we send the message that diversity and excellence can be coterminous. We excel in building win-win partnerships with public and private institutions, locally and globally. Our graduates are among the best in the SUS in getting high-paying jobs after graduation. We are ranked by Times Higher Education (London) as one of the top 100 universities globally under 50 years old. FIU received the APLU MVP (Most Visible Progress) award for the success of our initiative increasing 6-year baccalaureate graduation rates. FIU also received the most competitive Council of Graduate Schools award for Promoting Success in Graduate Education: From Admissions through Completion.

KEY INITIATIVES & INVESTMENTS *(within 3 years)*

Describe your top three key initiatives for the next three years that will drive improvement in Academic Quality, Operational Efficiency, and Return on Investment.

1) *Graduation Success Initiative (GSI)* is a comprehensive system for improving retention and graduation rates at FIU. We will continue our efforts to increase the 6-year baccalaureate graduation rate by 2% per year. The 6-year graduation rate has increased by nine percentage points in the last two years (41% in 2011-12; 50% in 2012-13) and is projected to increase to 52% in 2013-14. We will also focus on increasing the 4-year graduation rate for AA transfers by 1% per year. Additionally, we will develop strategies to improve successful completion of STEM degrees with a \$1.5 million grant recently received from the Howard Hughes Medical Institute. At the national level, FIU is a founding institution in the John N. Gardner Institute's Gateways to Completion (G2C) Project which focuses on developing interventions in high enrollment/ high failure gateway courses.

2) *Enhancing STEM Success:* We are generating multiple initiatives to advance STEM education. FIU is a lead member of the Mathematics Teacher Education Partnership, a national, APLU-led effort to prepare for implementation of the new national standards for Mathematics. FIU's STEM Transformation Institute received a \$1.45 million grant from the National Math and Science Initiative to launch FIUTeach. FIUTeach expects to graduate 50 high school STEM teachers each year. FIU leads the country in the number of students serving as trained Learning Assistants (LAs) with approximately 300 assisting their fellow students to enhance success in STEM fields. We will expand the number of LAs in the next years. FIU has entered into a partnership with the National Tropical Botanical Gardens to build an International Center for Tropical Botany focused on research and education in tropical botany.

3) *Preparing Students for the Workforce through Internships:* A recently signed agreement with Royal Caribbean Cruises Ltd. will provide great learning and practical opportunities for our students. A 130,000-square-foot facility will be built at FIU's Biscayne Bay Campus and at least 20 students will be placed in paid internships every year. FIU will also expand the on-campus Florida Power & Light (FPL) Call Center from 21 to 35 internships each semester. Upon graduation, students can transition to FPL employment. The current internship conversion rate is approximately 90%. FIU leads seven South Florida colleges and universities in the Talent Development Network program. The Talent Development Network is based on the Beacon Council's One Community One Goal (OCOG) strategic plan and focuses on creating internship opportunities for undergraduate and graduate students in seven industries: Aerospace, Creative Design, Hospitality and Leisure, Information Technology, Life Sciences and Health Care, International Banking and Finance and Trade and Logistics.



PERFORMANCE FUNDING METRICS

Each university is required to complete the table below, providing their goals for the metrics used in the Performance Based Funding model that the Board of Governors approved at its January 2014 meeting. The Board of Governors will consider the shaded 2014-15 goals for approval.

| | ONE-YEAR TREND | 2012-13 ACTUAL | 2013-14 ESTIMATES | 2014-15 GOALS | 2015-16 GOALS | 2016-17 GOALS |
|--|-------------------|-------------------|----------------------|------------------|------------------|------------------|
| Metrics Common To All Universities | | | | | | |
| Percent of Bachelor's Graduates Employed Full-time in Florida or Continuing their Education in the U.S. One Year After Graduation* | -1% | 67% | 67% | 67% | 68% | 69% |
| Median Wages of Bachelor's Graduates Employed Full-time in Florida One-Year After Graduation * | -1% | \$35,100 | \$35,100 | \$35,200 | \$35,300 | \$35,400 |
| Average Cost per Bachelor's Degree [Instructional Costs to the University] | 0% | \$26,730 | \$26,200 | \$26,000 | \$25,500 | \$25,250 |
| TIC 6 year Graduation Rate [Includes full- and part-time students] | 3% | 50% | 52% | 54% | 56% | 58% |
| Academic Progress Rate [FTIC 2 year Retention Rate with GPA>2] | 3% | 78% | 78% | 79% | 80% | 81% |
| University Access Rate [Percent of Fall Undergraduates with a Pell grant] | -2% | 47% | 48% | 49% | 49% | 49% |
| Bachelor's Degrees Awarded Within Programs of Strategic Emphasis [Based on list approved by BOG at 11/2013 meeting] | 0% | 46% | 46% | 47% | 48% | 48% |
| Graduate Degrees Awarded Within Programs of Strategic Emphasis [Based on list approved by BOG at 11/2013 meeting] | 0% | 49% | 49% | 50% | 50% | 50% |
| Freshmen in Top 10% of High School Graduating Class [for NCF only] | n/a | n/a | n/a | n/a | n/a | n/a |
| Board of Governors Choice Metric | | | | | | |
| Percent of Bachelor's Degrees Without Excess Hours | n/a | 70% | 70% | 71% | 71% | 72% |
| Number of Faculty Awards [for FSU and UF only] | n/a | n/a | n/a | n/a | n/a | n/a |
| Number of Top 50 Rankings in Select National Publications [for NCF only] | n/a | n/a | n/a | n/a | n/a | n/a |
| Board of Trustees Choice Metric | | | | | | |
| Bachelor's Awarded to Minorities | 8% | 5,851 | 6,051 | 6,251 | 6,451 | 6,651 |

Note: Metrics are defined in the appendix. *Latest data is for 2011-12 graduates.



KEY PERFORMANCE INDICATORS

The Board of Governors has selected the following Key Performance Indicators from its 2012-2025 System Strategic Plan and from accountability metrics identified by the Florida Legislature. The Key Performance Indicators emphasize three primary areas of focus: **Academic Quality, Operational Efficiency, and Return on Investment**. The indicators address common goals across all universities while also providing flexibility to address institution-specific goals from a list of metrics in the 2012-2025 System Strategic Plan.

The Goals Specific to Research Universities apply only to those universities classified by the Carnegie Foundation for the Advancement of Teaching as being a 'Research University'¹, which includes Florida A&M University (by university request), Florida Atlantic University, Florida International University, Florida State University, University of Central Florida, University of Florida, and the University of South Florida.

¹ The Carnegie Foundation for the Advancement of Teaching has developed a well-respected system of categorizing postsecondary institutions that includes consideration of each doctorate-granting university's research activities – for more information see [link](#).



KEY PERFORMANCE INDICATORS

The Board of Governors will consider the shaded 2014-15 goals for approval.

Goals Common to All Universities

Academic Quality

National Ranking for University and Programs

FIU has developed a five-year enrollment management plan that allows for significant growth in the number of students, advisors and faculty. The faculty growth will be in strategic areas that enhance external funding, faculty awards, and doctoral degree production. These are the primary metrics of national preeminence.

| | TREND (2008-09 to 2012-13) | 2012-13 ACTUAL | 2013-14 ESTIMATES | 2014-15 GOALS | 2015-16 GOALS | 2016-17 GOALS |
|---|----------------------------------|-------------------|----------------------|------------------|------------------|------------------|
| SAT Score ¹ [for 3 subtests] | -1.4% | 1,704 | 1,714 | 1,700 | 1,705 | 1,710 |
| High School GPA | 1.1% | 3.7 | 3.8 | 3.85 | 3.90 | 3.95 |
| Professional/Licensure Exam First-time Pass Rates ² | | | | | | |
| Exams Above Benchmarks | n/a | 3 | 4 | 4 | 5 | 5 |
| Exams Below Benchmarks | n/a | 2 | 1 | 1 | 0 | 0 |

Operational Efficiency

| | | | | | | |
|--------------------------------------|---------|---------|---------|---------|---------|---------|
| Freshman Retention Rate | 2% | 84% | 84% | 85% | 86% | 87% |
| FTIC Graduation Rates | | | | | | |
| In 4 years (or less) | 12% | 27% | 22% | 25% | 27% | 29% |
| In 6 years (or less) | 5% | 50% | 52% | 54% | 56% | 58% |
| AA Transfer Graduation Rates | | | | | | |
| In 2 years (or less) | 3% | 21% | 19% | 21% | 22% | 23% |
| In 4 years (or less) | 0% | 61% | 62% | 63% | 64% | 65% |
| Average Time to Degree (for FTIC) | 0.4 yrs | 5.6 yrs | 5.6 yrs | 5.5 yrs | 5.4 yrs | 5.3 yrs |

Return on Investment

| | | | | | | |
|--|-------|------------|------------|------------|------------|------------|
| Bachelor's Degrees Awarded | 38% | 7,746 | 8,100 | 8,400 | 8,600 | 8,800 |
| Percent of Bachelor's Degrees in STEM | 0% | 16% | 16% | 16.25% | 16.5% | 16.5% |
| Graduate Degrees Awarded | 38% | 3,440 | 3,529 | 3,629 | 3,700 | 3,813 |
| Percent of Graduate Degrees in STEM | -7% | 16.2% | 16.4% | 16.5% | 16.6% | 16.7% |
| Annual Gifts Received (\$M) | 31.4% | \$ 24.7 M | \$ 18.1 M | \$ 47.0 M | \$ 66.0 M | \$ 73.0 M |
| Endowment (\$M) | 53.9% | \$ 149.4 M | \$ 165.2 M | \$ 181.0 M | \$ 209.8 M | \$ 243.7 M |

Notes: (1) SAT trends are based on 4 years. (2) Professional licensure pass rates are based on the 2012-13 Annual Accountability Report with data that spans multiple time periods. (3) The methodology for calculating the percent of undergraduate seniors participating in a research course will be determined during the 2014 summer.



KEY PERFORMANCE INDICATORS

The Board of Governors will consider the shaded 2014-15 goals for approval.

Goals Specific to Research Universities

| | TREND (2008-09 to 2012-13) | 2012-13 ACTUAL | 2013-14 ESTIMATES | 2014-15 GOALS | 2015-16 GOALS | 2016-17 GOALS |
|--|----------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| Academic Quality | | | | | | |
| Faculty Awards* | 150% | 5 | 5 | 5 | 5 | 5 |
| National Academy Members* | 0% | 2 | 2 | 2 | 2 | 2 |
| Number of Post-Doctoral Appointees | 17% | 55 | 49 | 55 | 60 | 65 |
| Number of Science & Engineering Disciplines Nationally Ranked in Top 100 for Research Expenditures** | n/a | 2 of 8 | 2 of 8 | 2 of 8 | 2 of 8 | 3 of 8 |
| Return on Investment | | | | | | |
| Total Research Expenditures (\$M) [includes non-Science & Engineering disciplines] | 26.4% | \$128.07M | \$126.44 M | \$132.76 M | \$139.4 M | \$146.3 M |
| Science & Engineering Research Expenditures (\$M) | 1.3% | \$92.46 M | \$89.58 M | \$94.26 M | \$98.97 M | \$103.9 M |
| Science & Engineering R&D Expenditures in Non-Medical/Health Sciences (\$M) | -4.99% | \$86.0 M | \$ 82.35 M | \$86.46 M | \$90.79M | \$95.3M |
| Percent of Research Expenditures funded from External Sources | 23.48% | 62% | 70% | 66% | 67% | 68% |
| Patents Issued | 0% | 1 | 3 | 3 | 3 | 4 |
| Licenses/Options Executed | 200% | 3 | 3 | 3 | 4 | 4 |
| Licensing Income Received (\$M) | -50% | \$0.02 M | \$ 0.05 M | \$0.03 M | \$ 0.05 M | \$0.08 M |
| Number of Start-up Companies | 0% | 1 | 2 | 1 | 2 | 3 |
| National Rank is Higher than Predicted by the Financial Resources Ranking [based on U.S. News & World Report] | n/a | <u>National</u> Financial | <u>National</u> Financial | <u>National</u> Financial | <u>National</u> Financial | <u>National</u> Financial |
| Research Doctoral Degrees Awarded | 24% | 156 | 159 | 162 | 168 | 177 |
| Professional Doctoral Degrees Awarded | 104% | 251 | 246 | 285 | 288 | 330 |
| TOTAL NUMBER OF IMPROVING METRICS | | 17 | 14 | 21 | 25 | 24 |

Note: *Indicates that 2011 is the latest data available for these metrics. **Indicates that 2011-12 is the latest data available for this metric.



KEY PERFORMANCE INDICATORS

Institution Specific Goals

Each university will provide updates for the metric goals reported in last year's Work Plans. The Board of Governors will consider the shaded 2014-15 goals for approval. University leadership will need to discuss any proposed changes with Board of Governors staff.

| | TREND (2008-09 to 2012-13) | 2012-13 ACTUAL | 2013-14 ESTIMATES | 2014-15 GOALS | 2015-16 GOALS | 2016-17 GOALS |
|--|----------------------------------|-------------------|----------------------|------------------|------------------|------------------|
| Metric #1 Bachelor's Degrees Awarded to Minorities | 38% | 5,851 | 6,051 | 6,251 | 6,451 | 6,651 |
| Metric #2 Bachelor's Degrees in Areas of Strategic Emphasis | 23% | 3,851 | 3,950 | 4,185 | 4,376 | 4,477 |
| Metric #3 Graduate Degrees in Areas of Strategic Emphasis | 15% | 1,695 | 1,729 | 1,814 | 1,850 | 1,906 |

To further distinguish the university's distinctive mission, the university may choose to provide two additional narrative and metric goals that are based on the university's own strategic plan.

Goal 1. *The 2010-15 Worlds Ahead Strategic Plan encourages interdisciplinary teaching, advanced pedagogical approaches in the classroom, and expanded state-of-the-art online learning. Therefore, FIU plans to increase fully online student credit hours offered to 20% by year 2015. This will bring technology innovation to the classroom and provide current and prospective students additional access to higher education.*

| | | | | | | |
|---|------|-----|-------|-----|-----|-----|
| Metric: Increase Percentage of Student Credit Hours Offered Fully Online | 8.1% | 20% | 22.5% | 26% | 31% | 36% |
|---|------|-----|-------|-----|-----|-----|

Goal 2. *The Strategic plan calls for increasing the percentage of full-time students at the lower, upper, GRAD 1 and GRAD 2 levels by 2 percent for year 2015. This goal is a building block in the University's effort to increase its graduation rate. The expectation is that increasing full-time enrollment as well as expanding student-support services will have a positive correlation with the number of students who complete their degrees within six years.*

| | | | | | | |
|---|----|-----|-----|-----|-----|-----|
| Metric: Gradual Shift to a Higher Percentage of Full-time Students | 5% | 66% | 68% | 69% | 70% | 71% |
|---|----|-----|-----|-----|-----|-----|



FISCAL INFORMATION

University Revenues *(in Millions of Dollars)*

| | 2013-14 Actual | 2014-15 Appropriations |
|---|-------------------|---------------------------|
| Education & General – Main Operations | | |
| State Funds | \$190.3 | \$214.9 |
| Tuition | \$223.2 | n/a |
| TOTAL MAIN OPERATIONS | \$413.5 | n/a |
| Education & General – Health-Science Center / Medical Schools | | |
| State Funds | \$ 30.5 | \$30.9 |
| Tuition | \$ 13.5 | n/a |
| TOTAL HSC | \$ 44.0 | n/a |
| Education & General – Institute of Food & Agricultural Sciences (IFAS) | | |
| State Funds | | |
| Tuition | | |
| TOTAL IFAS | | |
| EDUCATION & GENERAL TOTAL REVENUES | \$457.5 | n/a |

Note: State funds include General Revenue funds, Lottery funds, Federal Stimulus funds, and Phosphate Research funds (for Polytechnic) appropriated by the Florida Legislature (as reported in the Annual Accountability Report). The 2014-15 appropriations data includes the funds associated with the Performance Based Funding model, which is contingent upon approval by the Board of Governors at their June Board meeting. Actual tuition includes base tuition and tuition differential fee revenues for resident and non-resident undergraduate and graduate students net of waivers (as reported in the Annual Accountability Report). Actual tuition revenues are not yet available for the 2013-14 year.

OTHER BUDGET ENTITIES

Auxiliary Enterprises

Resources associated with auxiliary units that are self-supporting through fees, payments and charges. Examples include housing, food services, bookstores, parking services, health centers.

| | | |
|----------|---------|-----|
| Revenues | \$199.5 | n/a |
|----------|---------|-----|

Contracts & Grants

Resources received from federal, state or private sources for the purposes of conducting research and public service activities.

| | | |
|----------|---------|-----|
| Revenues | \$116.6 | n/a |
|----------|---------|-----|

Local Funds

Resources associated with student activity (supported by the student activity fee), student financial aid, concessions, intercollegiate athletics, technology fee, green fee, and student life & services fee.

| | | |
|----------|---------|-----|
| Revenues | \$203.2 | n/a |
|----------|---------|-----|

Faculty Practice Plans

Revenues/receipts are funds generated from faculty practice plan activities.

| | | |
|----------|--------|-----|
| Revenues | \$ 3.8 | n/a |
|----------|--------|-----|

OTHER BUDGET ENTITY TOTAL REVENUES

| | | |
|--|---------|-----|
| | \$523.1 | n/a |
|--|---------|-----|

UNIVERSITY REVENUES GRAND TOTAL

| | | |
|--|---------|-----|
| | \$980.6 | n/a |
|--|---------|-----|



FISCAL INFORMATION (continued)

Undergraduate Resident Tuition Summary *(for 30 credit hours)*

| | FY 2012-13 ACTUAL | FY 2013-14 ACTUAL | FY 2014-15 REQUEST | FY 2015-16 PLANNED | FY 2016-17 PLANNED |
|-------------------------------|----------------------|----------------------|-----------------------|-----------------------|-----------------------|
| Base Tuition | \$3,100 | \$3,152 | \$3,152 | \$3,152 | \$3,152 |
| Tuition Differential Fee | \$1,569 | \$1,569 | \$1,569 | \$1,569 | \$1,569 |
| Percent Increase | 15% | 1.1% | 0% | 0% | 0% |
| Required Fees ¹ | \$1,746 | \$1,772 | \$1,772 | \$1,832 | \$1,872 |
| TOTAL TUITION AND FEES | \$6,414 | \$6,493 | \$6,493 | \$6,553 | \$6,593 |

Note¹: For more information regarding required fees see list of per credit hour fees and block fees on page 15.

Student Debt Summary

| | 2009-10 ACTUAL | 2010-11 ACTUAL | 2011-12 ACTUAL | 2012-13 ACTUAL | 2014-15 GOAL |
|--|--------------------|-------------------|-------------------|-------------------|-----------------|
| Percent of Bachelor's Recipients with Debt | 45.16% | 46.86% | 45.88% | 49.08% | 48% |
| Average Amount of Debt <i>for Bachelor's who have graduated with debt</i> | \$15,985 | \$17,256 | \$17,705 | \$17,893 | \$18,000 |
| NSLDS Cohort Year | 2008 | 2009 | 2010 | 2011 | 2012 GOAL |
| Student Loan Cohort Default Rate (3rd Year) | 8.1% <i>trial*</i> | 9.7% | 10.5% | 8.9% <i>draft</i> | 7.5% |

*The trial rates were offered to institutions as an early indicator for the official rates published for 2009, but no opportunity to examine the data or make corrections was available.

Cost of Attendance *(for Full-Time Undergraduate Florida Residents in the Fall and Spring of 2013-14)*

| | TUITION & FEES | BOOKS & SUPPLIES | ROOM & BOARD | TRANSPORTATION | OTHER EXPENSES | TOTAL |
|-----------|-------------------|---------------------|-----------------|----------------|-------------------|----------|
| ON-CAMPUS | \$6,496 | \$1,316 | \$10,702 | \$2,034 | \$2,420 | \$22,968 |
| AT HOME | \$6,496 | \$1,316 | \$3,754 | \$2,856 | \$2,250 | \$16,672 |

Estimated Net Cost by Family Income *(for Full-Time Undergraduate Florida Residents in the Fall and Spring of 2013-14)*

| FAMILY INCOME GROUPS | FULL-TIME RESIDENT UNDERGRADUATES HEADCOUNT | PERCENT | AVG. NET COST OF ATTENDANCE | AVG. NET TUITION & FEES | AVERAGE GIFT AID AMOUNT | AVERAGE LOAN AMOUNT |
|----------------------------|---|-------------|-----------------------------------|-------------------------------|-------------------------------|---------------------------|
| Below \$40,000 | 9,402 | 51% | \$12,725 | -\$1,947 | \$7,742 | \$3,170 |
| \$40,000-\$59,999 | 1,843 | 10% | \$14,367 | \$371 | \$5,395 | \$2,788 |
| \$60,000-\$79,999 | 1,051 | 6% | \$14,774 | \$1,298 | \$4,432 | \$2,579 |
| \$80,000-\$99,999 | 648 | 3% | \$14,600 | \$1,317 | \$4,373 | \$2,157 |
| \$100,000 Above | 1,617 | 9% | \$15,143 | \$1,743 | \$3,894 | \$1,421 |
| Missing* | 3,986 | 21% | n/a | \$5,525 | \$0.00 | \$0.00 |
| TOTAL | 18,547 | 100% | AVERAGE | \$13,432* | \$509 | \$2,840 |

Notes: This data only represents Fall and Spring financial aid data and is accurate as of March 31, 2014. Please note that small changes to Spring 2014 awards are possible before the data is finalized. **Family Income Groups** are based on the Total Family Income (including untaxed income) as reported on student FAFSA records. **Full-time Students** is a headcount based on at least 24 credit hours during Fall and Spring terms. **Average Gift Aid** includes all grants and scholarships from Federal, State, University and other private sources administered by the Financial Aid Office. Student waivers are also included in the Gift Aid amount. Gift Aid does not include the parental contribution towards EFC. **Net Cost of Attendance** is the actual average of the total Costs of Attendance (which will vary by income group due to the diversity of students living on- & off- campus) *minus* the average Gift Aid amount. **Net Tuition & Fees** is the actual average of the total costs of tuition and fees (which will vary by income group due to the amount of credit hours students are enrolled) *minus* the average Gift Aid amount (see page 15 for list of fees that are included). **Average Loan Amount** includes Federal (Perkins, Stafford, Ford Direct, and PLUS loans) and all private loans. The bottom-line **Average** represents the average of all full-time undergraduate Florida residents (note*: the total Net Cost of Attendance does not include students with missing family income data). *Missing* includes students who did not file a FAFSA.



FISCAL INFORMATION (continued)

TUITION DIFFERENTIAL SUPPLEMENTAL INFORMATION

Provide the following information for the 2013-14 academic year.

| 2013-2014 - 70% Initiatives (list the initiatives provided in the 2012-13 tuition differential request) | University Update on Each Initiative |
|---|---|
| Undergraduate Faculty Hires | Continue to improve quality of instruction and minimize impact of budget reduction to course offering and maintain enrollments. |
| Undergraduate Student Advisors | Continue to improve advisor to student ratios |
| Undergraduate Scholarly Journals and Database | Continue to maintain subscriptions and offset increased costs |
| Undergraduate Academic Support | Continue to improve writing center, resources for disabled students and security. |
| Additional Detail, where applicable: | |
| Total Number of Faculty Hired or Retained (funded by tuition differential): | 208 FTEs |
| Total Number of Advisors Hired or Retained (funded by tuition differential): | 54 FTEs |
| Total Number of Course Sections Added or Saved (funded by tuition differential): | 1,517 |
| 2013-2014 - 30% Initiatives (list the initiatives provided in the 2013-14 tuition differential request) | University Update on Each Initiative |
| FIU Tuition Differential Grants | Continue to provide aid to the neediest undergraduate students with Estimated Family Contribution = 0 |
| | |
| | |
| | |
| Additional Information (estimates as of April 30, 2014): | |
| Unduplicated Count of Students Receiving at least one Tuition Differential-Funded Award: | 7,311 |
| \$ Mean (per student receiving an award) of Tuition Differential-Funded Awards: | \$1,748.64 |
| \$ Minimum (per student receiving an award) of Tuition Differential-Funded Awards: | \$89.32 |
| \$ Maximum (per student receiving an award) of Tuition Differential-Funded Awards: | \$32,295.52 |



FISCAL INFORMATION (continued)
TUITION DIFFERENTIAL COLLECTIONS, EXPENDITURES,
& AVAILABLE BALANCES - FISCAL YEAR 2013-14 AND 2014-15

University Tuition Differential

Budget Entity: 48900100 (Education & General)

SF/Fund: 2 164xxx (Student and Other Fees Trust Fund)

| | Estimated Actual* 2013-14 | Estimated 2014-15 |
|--|------------------------------|----------------------|
| FTE Positions | | |
| Faculty | 208 | 208 |
| Advisors | 54 | 64 |
| Staff | 64 | 53 |
| Total FTE Positions | 326 | 325 |
| Balance Forward from Prior Periods | | |
| Balance Forward | \$ 254,685 | \$ 286,263 |
| Less: Prior-Year Encumbrances | - | - |
| Beginning Balance Available: | \$ 254,685 | \$ 286,263 |
| Receipts / Revenues | | |
| Tuition Differential Collections | \$ 44,370,494 | 44,806,690 |
| Interest Revenue - Current Year | - | - |
| Interest Revenue - From Carryforward Balance | - | - |
| Total Receipts / Revenues: | \$ 44,370,494 | \$ 44,806,690 |
| Expenditures | | |
| Salaries & Benefits | \$ 25,077,798 | \$ 25,518,323 |
| Other Personal Services | 1,009,038 | 955,309 |
| Expenses | 1,246,791 | 1,108,017 |
| Operating Capital Outlay | 3,293,765 | 3,293,765 |
| Student Financial Assistance | 13,711,523 | 14,217,540 |
| Expended From Carryforward Balance | - | - |
| **Other Category Expenditures | - | - |
| Total Expenditures: | \$ 44,338,915 | \$ 45,092,953 |
| Ending Balance Available: | <u>\$ 286,263</u> | <u>\$ 0</u> |

*Since the 2013-14 year has not been completed, provide an estimated actual.

**Provide details for "Other Categories" used.



FISCAL INFORMATION (continued)

UNIVERSITY TUITION, FEES AND HOUSING PROJECTIONS

This page is an excel document, pasted here as a placeholder.

University: Florida International University

| Undergraduate Students | Actual | | | Projected | | | |
|---|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| | 2011-12 | 2012-13 | 2013-14 | 2014-15 | 2015-16 | 2016-17 | 2017-18 |
| Tuition: | | | | | | | |
| Base Tuition - (0% inc. for 2014-15 to 2017-18) | \$ 103.32 | \$ 103.32 | \$ 105.07 | \$ 105.07 | \$ 105.07 | \$ 105.07 | \$ 105.07 |
| Tuition Differential | \$ 32.00 | \$ 52.29 | \$ 52.29 | \$ 52.29 | \$ 52.29 | \$ 52.29 | \$ 52.29 |
| Total Base Tuition & Differential per Credit Hour | \$135.32 | \$155.61 | \$157.36 | \$157.36 | \$157.36 | \$157.36 | \$157.36 |
| % Change | | 15.0% | 1.1% | 0.0% | 0.0% | 0.0% | 0.0% |
| Fees (per credit hour): | | | | | | | |
| Student Financial Aid ¹ | \$5.16 | \$5.16 | \$5.25 | \$5.25 | \$5.25 | \$5.25 | \$5.25 |
| Capital Improvement ² | \$4.76 | \$6.76 | \$6.76 | \$6.76 | \$6.76 | \$6.76 | \$6.76 |
| Activity & Service | \$11.60 | \$12.87 | \$12.87 | \$12.87 | \$14.86 | \$14.86 | \$14.86 |
| Health | | | | | | | |
| Athletic | \$15.56 | \$16.10 | \$16.10 | \$16.10 | \$16.10 | \$16.10 | \$16.29 |
| Transportation Access | | | | | | | |
| Technology ¹ | \$5.16 | \$5.25 | \$5.25 | \$5.25 | \$5.25 | \$5.25 | \$5.25 |
| Green Fee (USF, NCF, UWF only) | | | | | | | |
| Student Life & Services Fee (UNF only) | | | | | | | |
| Marshall Center Fee (USF only) | | | | | | | |
| Student Affairs Facility Use Fee (FSU only) | | | | | | | |
| Total Fees | \$42.24 | \$46.14 | \$46.23 | \$46.23 | \$48.22 | \$48.22 | \$48.41 |
| Total Tuition and Fees per Credit Hour | \$177.56 | \$201.75 | \$203.59 | \$203.59 | \$205.58 | \$205.58 | \$205.77 |
| % Change | | 13.6% | 0.9% | 0.0% | 1.0% | 0.0% | 0.1% |
| Fees (block per term): | | | | | | | |
| Activity & Service | | | | | | | |
| Health | \$83.19 | \$83.19 | \$93.69 | \$93.69 | \$93.69 | \$113.77 | \$113.77 |
| Athletic | \$10.00 | \$10.00 | \$10.00 | \$10.00 | \$10.00 | \$10.00 | \$10.00 |
| Transportation Access | \$81.00 | \$81.00 | \$89.00 | \$89.00 | \$89.00 | \$89.00 | \$89.00 |
| Marshall Center Fee (USF only) | | | | | | | |
| Student Affairs Facility Use Fee (FSU only) | | | | | | | |
| List any new fee proposed | | | | | | | |
| Total Block Fees per term | \$174.19 | \$174.19 | \$192.69 | \$192.69 | \$192.69 | \$212.77 | \$212.77 |
| % Change | | 0.0% | 10.6% | 0.0% | 0.0% | 10.4% | 0.0% |
| Total Tuition for 30 Credit Hours | \$4,059.58 | \$4,668.30 | \$4,720.80 | \$4,720.80 | \$4,720.80 | \$4,720.80 | \$4,720.80 |
| Total Fees for 30 Credit Hours | \$1,615.58 | \$1,732.58 | \$1,772.28 | \$1,772.28 | \$1,831.98 | \$1,872.14 | \$1,877.84 |
| Total Tuition and Fees for 30 Credit Hours | \$5,675.16 | \$6,400.88 | \$6,493.08 | \$6,493.08 | \$6,552.78 | \$6,592.94 | \$6,598.64 |
| \$ Change | | \$725.72 | \$92.20 | \$0.00 | \$59.70 | \$40.16 | \$5.70 |
| % Change | | 12.8% | 1.4% | 0.0% | 0.9% | 0.6% | 0.1% |
| Out-of-State Fees | | | | | | | |
| Out-of-State Undergraduate Fee | \$393.62 | \$393.62 | \$393.62 | \$393.62 | \$393.62 | \$393.62 | \$393.62 |
| Out-of-State Undergraduate Student Financial Aid ³ | \$19.68 | \$19.68 | \$19.68 | \$19.68 | \$19.68 | \$19.68 | \$19.68 |
| Total per credit hour | \$413.30 | \$413.30 | \$413.30 | \$413.30 | \$413.30 | \$413.30 | \$413.30 |
| % Change | | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% |
| Total Tuition for 30 Credit Hours | \$15,868.18 | \$16,476.90 | \$16,529.40 | \$16,529.40 | \$16,529.40 | \$16,529.40 | \$16,529.40 |
| Total Fees for 30 Credit Hours | \$2,206.01 | \$2,323.01 | \$2,362.71 | \$2,362.71 | \$2,422.41 | \$2,462.57 | \$2,468.27 |
| Total Tuition and Fees for 30 Credit Hours | \$18,074.19 | \$18,799.91 | \$18,892.11 | \$18,892.11 | \$18,951.81 | \$18,991.97 | \$18,997.67 |
| \$ Change | | \$725.72 | \$92.20 | \$0.00 | \$59.70 | \$40.16 | \$5.70 |
| % Change | | 4.0% | 0.5% | 0.0% | 0.3% | 0.2% | 0.0% |
| Housing/Dining⁴ | \$10,123.97 | \$10,303.97 | \$10,662.64 | \$10,853.67 | \$11,278.08 | \$11,397.05 | \$11,535.74 |
| \$ Change | | \$180.00 | \$358.67 | \$191.03 | \$424.41 | \$118.97 | \$138.69 |
| % Change | | 1.8% | 3.5% | 1.8% | 3.9% | 1.1% | 1.2% |

¹ can be no more than 5% of tuition.

² as approved by the Board of Governors.

³ can be no more than 5% of tuition and the out-of-state fee.

⁴ combine the most popular housing and dining plans provided to students



ENROLLMENT PLANNING

Planned Enrollment Growth by Student Type *(for all E&G students at all campuses)*

| | 5 YEAR TREND (2008-13) | Fall 2013 ACTUAL HEADCOUNT | | Fall 2014 PLANNED HEADCOUNT | | Fall 2015 PLANNED HEADCOUNT | | Fall 2016 PLANNED HEADCOUNT | |
|-----------------------|------------------------------|----------------------------------|-------|-----------------------------------|-------|-----------------------------------|-------|-----------------------------------|-------|
| UNDERGRADUATE | | | | | | | | | |
| FTIC (Regular Admit) | 4.8% | 16,679 | 43.6% | 17,109 | 43.4% | 17,806 | 43.6% | 18,332 | 43.6% |
| FTIC (Profile Admit) | -71.6% | 96 | 0.3% | 99 | 0.3% | 103 | 0.3% | 106 | 0.3% |
| AA Transfers* | 57.5% | 15,868 | 41.5% | 16,432 | 41.7% | 16,964 | 41.5% | 17,436 | 41.5% |
| Other Transfers | 33.3% | 5,574 | 14.6% | 5,763 | 14.6% | 5,958 | 14.6% | 6,125 | 14.6% |
| Subtotal | 17.1% | 38,217 | 100% | 39,403 | 100% | 40,831 | 100% | 41,999 | 100% |
| GRADUATE STUDENTS | | | | | | | | | |
| Master's | 8.2% | 5,933 | 74.6% | 5,934 | 74.6% | 5,993 | 74.6% | 6,053 | 74.6% |
| Research Doctoral | 46.9% | 1,357 | 17.1% | 1,356 | 17.0% | 1,370 | 17.0% | 1,384 | 17.0% |
| Professional Doctoral | 8.6% | 659 | 8.3% | 669 | 8.4% | 675 | 8.4% | 681 | 8.4% |
| Subtotal | 13.6% | 7,949 | 100% | 7,959 | 100% | 8,038 | 100% | 8,118 | 100% |
| NOT-DEGREE SEEKING | 192.1% | 6,446 | | 7,028 | | 7,277 | | 7,510 | |
| MEDICAL | n/a | 368 | | 440 | | 480 | | 480 | |
| TOTAL | 24.2% | 52,980 | | 54,830 | | 56,625 | | 58,107 | |

Note*: AA transfers refer only to transfers from the Florida College System.

Planned Enrollment Growth by Method of Instruction *(for all E&G students at all campuses)*

| | 2 YEAR TREND (2010-11 to 2012-13) | 2012-13 | | 2014-15 | | 2015-16 | | 2016-17 | |
|----------------------|--|---------------|---------------|----------------|---------------|----------------|---------------|----------------|---------------|
| | | ACTUAL FTE | % of TOTAL | PLANNED FTE | % of TOTAL | PLANNED FTE | % of TOTAL | PLANNED FTE | % of TOTAL |
| UNDERGRADUATE | | | | | | | | | |
| DISTANCE (>80%) | 34.7% | 5,225 | 21.2% | 7,478 | 28.1% | 8,962 | 32.7% | 10,512 | 37.4% |
| HYBRID (50%-79%) | 273.0% | 403 | 1.6% | 520 | 2.0% | 537 | 2.0% | 551 | 2.0% |
| TRADITIONAL (<50%) | 3.5% | 19,047 | 77.2% | 18,532 | 69.9% | 17,901 | 65.3% | 17,060 | 60.7% |
| TOTAL | 10.3% | 24,675 | 100% | 26,530 | 100% | 27,400 | 100% | 28,123 | 100% |
| GRADUATE | | | | | | | | | |
| DISTANCE (80%) | 8.1% | 464 | 10.4% | 579 | 13.0% | 960 | 20.8% | 1,314 | 28.2% |
| HYBRID (50%-79%) | 33.8% | 49 | 1.1% | 40 | 0.9% | 41 | 0.9% | 43 | 0.9% |
| TRADITIONAL (<50%) | -10.9% | 3,957 | 88.5% | 3,841 | 86.1% | 3,605 | 78.2% | 3,371 | 71.3% |
| TOTAL | -8.9% | 4,470 | 100% | 4,460 | 100% | 4,606 | 100% | 4,728 | 100% |

Note: Full-time Equivalent (FTE) student is a measure of instructional effort (and student activity) that is based on the number of credit hours that students enroll. FTE is based on the Florida definition, which divides undergraduate credit hours by 40 and graduate credit hours by 32. **Distance Learning** is a course in which at least 80 percent of the direct instruction of the course is delivered using some form of technology when the student and instructor are separated by time or space, or both (per 1009.24(17), F.S.). **Hybrid** is a course where 50% to 79% of the instruction is delivered using some form of technology, when the student and instructor are separated by time or space, or both (per SUDS data element 2052). **Traditional (and Technology Enhanced)** refers to primarily face to face instruction utilizing some form of technology for delivery of supplemental course materials for *no more* than 49% of instruction (per SUDS data element 2052).



ENROLLMENT PLANNING (continued)

Planned Enrollment Plan by Residency and Student Level (Florida FTE)

| | Estimated 2013-14 | Funded 2014-15 | Planned 2014-15 | Planned 2015-16 | Planned 2016-17 | Planned 2017-18 | Planned 2018-19 | Planned 2019-20 | Planned Annual Growth Rate* |
|---------------------------|----------------------|-------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------------------------|
| STATE FUNDABLE | | | | | | | | | |
| <i>Florida Resident</i> | | | | | | | | | |
| LOWER | 9,492 | 7,860 | 9,773 | 10,087 | 10,353 | 10,629 | 10,923 | 11,249 | 2.9% |
| UPPER | 14,741 | 11,682 | 15,196 | 15,665 | 16,078 | 16,507 | 16,962 | 17,469 | 2.8% |
| GRAD I | 2,280 | 2,588 | 2,359 | 2,423 | 2,487 | 2,553 | 2,623 | 2,702 | 2.8% |
| GRAD II | 941 | 818 | 977 | 1,000 | 1,026 | 1,053 | 1,083 | 1,115 | 2.7% |
| TOTAL | 27,454 | 22,948 | 28,305 | 29,175 | 29,944 | 30,742 | 31,591 | 32,535 | 2.8% |
| <i>Non- Resident</i> | | | | | | | | | |
| LOWER | 693 | n/a | 707 | 737 | 757 | 777 | 798 | 822 | 3.1% |
| UPPER | 857 | n/a | 854 | 911 | 935 | 960 | 987 | 1,016 | 3.5% |
| GRAD I | 613 | n/a | 618 | 652 | 669 | 687 | 706 | 727 | 3.3% |
| GRAD II | 501 | n/a | 506 | 531 | 546 | 561 | 575 | 593 | 3.2% |
| TOTAL | 2,664 | 2,138 | 2,685 | 2,831 | 2,906 | 2,985 | 3,066 | 3,158 | 3.3% |
| TOTAL | | | | | | | | | |
| LOWER | 10,185 | n/a | 10,480 | 10,824 | 11,110 | 11,406 | 11,721 | 12,071 | 2.9% |
| UPPER | 15,598 | n/a | 16,050 | 16,576 | 17,013 | 17,467 | 17,949 | 18,485 | 2.9% |
| GRAD I | 2,893 | n/a | 2,977 | 3,075 | 3,156 | 3,240 | 3,329 | 3,429 | 2.9% |
| GRAD II | 1,442 | n/a | 1,483 | 1,531 | 1,572 | 1,614 | 1,658 | 1,708 | 2.9% |
| TOTAL | 30,118 | 25,086 | 30,990 | 32,006 | 32,851 | 33,727 | 34,657 | 35,693 | 2.9% |
| NOT STATE FUNDABLE | | | | | | | | | |
| LOWER | 394 | n/a | 437 | 437 | 437 | 437 | 437 | 437 | 0.0% |
| UPPER | 560 | n/a | 536 | 536 | 536 | 536 | 536 | 536 | 0.0% |
| GRAD I | 1,618 | n/a | 1,643 | 1,643 | 1,643 | 1,643 | 1,643 | 1,643 | 0.0% |
| GRAD II | 10 | n/a | 11 | 11 | 11 | 11 | 11 | 11 | 0.0% |
| TOTAL | 2,582 | n/a | 2,627 | 2,627 | 2,627 | 2,627 | 2,627 | 2,627 | 0.0% |

Note: Full-time Equivalent (FTE) student is a measure of instructional effort (and student activity) that is based on the number of credit hours that students enroll. FTE is based on the Florida definition, which divides undergraduate credit hours by 40 and graduate credit hours by 32. Note*: The average annual growth rate is based on the annual growth rate from 2014-15 to 2019-20.

Medical Student Headcount Enrollments

| | | | | | | | | | |
|-------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|------|
| <i>Medical Doctorate Headcounts</i> | | | | | | | | | |
| RESIDENT | 308 | 385 | 368 | 402 | 402 | 402 | 402 | 402 | 1.8% |
| NON-RESIDENT | 60 | 55 | 72 | 78 | 78 | 78 | 78 | 78 | 1.6% |
| TOTAL | 368 | 440 | 440 | 480 | 480 | 480 | 480 | 480 | 1.8% |
| <i>Dentistry Headcounts</i> | | | | | | | | | |
| RESIDENT | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| NON-RESIDENT | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| TOTAL | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| <i>Veterinary Headcounts</i> | | | | | | | | | |
| RESIDENT | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| NON-RESIDENT | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| TOTAL | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |



ACADEMIC PROGRAM COORDINATION

New Programs For Consideration by University in AY 2014-15

The S.U.S. Council of Academic Vice Presidents (CAVP) Academic Program Coordination Work Group will review these programs as part of their on-going coordination efforts. The programs listed below are based on the 2013-14 Work Plan list for programs under consideration for 2014-16.

| PROGRAM TITLES | CIP CODE 6-digit | AREA OF STRATEGIC EMPHASIS | OTHER UNIVERSITIES WITH SAME PROGRAM | OFFERED VIA DISTANCE LEARNING IN SYSTEM | PROJECTED ENROLLMENT <i>in 5th year</i> | PROPOSED DATE OF SUBMISSION TO UBOT |
|--|------------------------|----------------------------------|---|--|---|--|
| BACHELOR'S PROGRAMS | | | | | | |
| Sustainability | 30.3301 | STEM | UF | | 100 | 8/2014 |
| Latin American Studies | 05.0107 | GLOBAL | UCF | | 40 | 1/2015 |
| MASTER'S, SPECIALIST AND OTHER ADVANCED MASTER'S PROGRAMS | | | | | | |
| Cyber Security | 11.1003 | STEM | | | 35 | 8/2014 |
| Logistics Engineering | 14.2701 | STEM | UF | Y | 50 | 1/2015 |
| Disaster Management | 43.0302 | | | | 42 | 1/2015 |
| Pedagogy in History | 54.0199 | | | | 30 | 1/2015 |
| DOCTORAL PROGRAMS | | | | | | |
| Linguistics | 16.0102 | GLOBAL | UF | | 15 | 1/2014 |
| International Crime and Justice | 43.0104 | | FSU, UCF, UF, USF_T | | 35 | 6/2014 |

New Programs For Consideration by University in 2015-17

These programs will be used in the 2015-16 Work Plan list for programs under consideration for 2015-16.

| PROGRAM TITLES | CIP CODE 6-digit | AREA OF STRATEGIC EMPHASIS | OTHER UNIVERSITIES WITH SAME PROGRAM | OFFERED VIA DISTANCE LEARNING IN SYSTEM | PROJECTED ENROLLMENT <i>in 5th year</i> | PROPOSED DATE OF SUBMISSION TO UBOT |
|--|------------------------|----------------------------------|--|--|---|--|
| BACHELOR'S PROGRAMS | | | | | | |
| Anthropology (BA) | 45.0201 | GLOBAL | FAU, FGCU, FSU, UF, UCF, USF_T, USF_SP, UNF | | 100 | 1/2016 |
| Biochemistry | 26.0202 | STEM | FSU | | 15 | 1/2016 |
| MASTER'S, SPECIALIST AND OTHER ADVANCED MASTER'S PROGRAMS | | | | | | |
| DOCTORAL PROGRAMS | | | | | | |
| Mathematical Science | 27.0101 | STEM | UF, FSU, FAU, USF_T | | 24 | 8/2015 |
| Pharmacy | 51.2001 | HEALTH | FAMU, UF, USF_T | | 400 | 8/2017 |



DEFINITIONS

Performance Based Funding

Percent of Bachelor's Graduates Employed Full-time in Florida or Continuing their Education in the U.S. One Year After Graduation

This metric is based on the percentage of a graduating class of bachelor's degree recipients who are employed full-time in Florida or continuing their education somewhere in the United States. Students who do not have valid social security numbers are excluded.
Note: Board staff have been in discussions with the Department of Economic Opportunity staff about the possibility of adding non-Florida employment data (from Wage Record Interchange System (WRIS2) to this metric for future evaluation.
Sources: State University Database System (SUDS), Florida Education & Training Placement Information Program (FETPIP), National Student Clearinghouse.

Median Wages of Bachelor's Graduates Employed Full-time in Florida One Year After Graduation

This metric is based on annualized Unemployment Insurance (UI) wage data from the fourth fiscal quarter after graduation for bachelor's recipients. UI wage data does not include individuals who are self-employed, employed out of state, employed by the military or federal government, those without a valid social security number, or making less than minimum wage.
Sources: State University Database System (SUDS), Florida Education & Training Placement Information Program (FETPIP), National Student Clearinghouse.

Average Cost per Bachelor's Degree
Instructional costs to the university

For each of the last four years of data, the annual total undergraduate instructional expenditures were divided by the total fundable student credit hours to create a cost per credit hour for each year. This cost per credit hour was then multiplied by 30 credit hours to derive an average annual cost. The average annual cost for each of the four years was summed to provide an average cost per degree for a baccalaureate degree that requires 120 credit hours.
Sources: State University Database System (SUDS), Expenditure Analysis: Report IV (2009-10 through 2012-13).

Six Year FTIC Graduation Rate

This metric is based on the percentage of first-time-in-college (FTIC) students who started in the Fall (or summer continuing to Fall) term and had graduated from the same institution within six years. Students of degree programs longer than four years (eg, PharmD) are included in the cohorts. Students who are active duty military are not included in the data.
Source: State University Database System (SUDS).

Academic Progress Rate
2nd Year Retention with GPA Above 2.0

This metric is based on the percentage of first-time-in-college (FTIC) students who started in the Fall (or summer continuing to Fall) term and were enrolled full-time in their first semester and were still enrolled in the same institution during the Fall term following their first year with had a grade point average (GPA) of at least 2.0 at the end of their first year (Fall, Spring, Summer).
Source: State University Database System (SUDS).

University Access Rate
Percent of Undergraduates with a Pell-grant

This metric is based the number of undergraduates, enrolled during the fall term, who received a Pell-grant during the fall term. Unclassified students, who are not eligible for Pell-grants, were excluded from this metric.
Source: State University Database System (SUDS).

Bachelor's Degrees Awarded within Programs of Strategic Emphasis
(includes STEM)

This metric is based on the number of baccalaureate degrees awarded within the programs designated by the Board of Governors as 'Programs of Strategic Emphasis'. A student who has multiple majors in the subset of targeted Classification of Instruction Program codes will be counted twice (i.e., double-majors are included).
Source: State University Database System (SUDS).

Graduate Degrees Awarded within Programs of Strategic Emphasis
(includes STEM)

This metric is based on the number of graduate degrees awarded within the programs designated by the Board of Governors as 'Programs of Strategic Emphasis'. A student who has multiple majors in the subset of targeted Classification of Instruction Program codes will be counted twice (i.e., double-majors are included).
Source: State University Database System (SUDS).


Freshmen in Top 10% of High School Class

Applies to: NCF

Percent of all degree-seeking, first-time, first-year (freshman) students who had high school class rank within the top 10% of their graduating high school class.

Source: New College of Florida.

BOG Choice Metrics
Percent of Bachelor's Degrees Without Excess Hours

This metric is based on the percentage of baccalaureate degrees awarded within 110% of the credit hours required for a degree based on the Board of Governors Academic Program Inventory.

Note: It is important to note that the statutory provisions of the "Excess Hour Surcharge" (1009.286, FS) have been modified several times by the Florida Legislature, resulting in a phased-in approach that has created three different cohorts of students with different requirements. The performance funding metric data is based on the latest statutory requirements that mandates 110% of required hours as the threshold. In accordance with statute, this metric excludes the following types of student credits (ie, accelerated mechanisms, remedial coursework, non-native credit hours that are not used toward the degree, non-native credit hours from failed, incomplete, withdrawn, or repeated courses, credit hours from internship programs, credit hours up to 10 foreign language credit hours for transfer students in Florida, and credit hours earned in military science courses that are part of the Reserve Officers' Training Corps (ROTC) program).

Source: State University Database System (SUDS).

Number of Faculty Awards

This metric is based on the number of awards that faculty have earned in the arts, humanities, science, engineering and health fields as reported in the annual 'Top American Research Universities' report. Twenty-three of the most prominent awards are considered, including: Getty Scholars in Residence, Guggenheim Fellows, Howard Hughes Medical Institute Investigators, MacArthur Foundation Fellows, National Endowment for the Humanities (NEH) Fellows, National Medal of Science and National Medal of Technology, Robert Wood Johnson Policy Fellows, Sloan Research Fellows, Woodrow Wilson Fellows, to name a few awards. Source: Center for Measuring University Performance, Annual Report of the Top American Research Universities (TARU).

National Ranking for Institutional & Program Achievements

This metric is based on the number of Top 50 university rankings that NCF earned from the following list of publications: US News and World Report, Forbes, Kiplinger, Washington Monthly, Center for Measuring University Performance, Times Higher Education World University Rankings, QS World University Ranking, and the Academic Ranking of World Universities.

Source: Board of Governors staff review.

BOT Choice Metrics
Percent of R&D Expenditures Funded from External Sources
 FAMU

This metric reports the amount of research expenditures that was funded from federal, private industry and other (non-state and non-institutional) sources.

Source: National Science Foundation annual survey of Higher Education Research and Development (HERD).

Bachelor's Degrees Awarded to Minorities
 FAU, FGCU, FIU

This metric is the number, or percentage, of baccalaureate degrees granted in an academic year to Non-Hispanic Black and Hispanic students. This metric does not include students classified as Non-Resident Alien or students with a missing race code.

Source: State University Database System (SUDS).

National Rank Higher than Predicted by the Financial Resources Ranking Based on U.S. and World News
 FSU

This metric is based on the difference between the Financial Resources rank and the overall University rank. U.S. News measures financial resources by using a two-year average spending per student on instruction, research, student services and related educational expenditures - spending on sports, dorms and hospitals doesn't count.

Source: US News and World Report's annual National University rankings.



| | |
|--|--|
| Percent of Undergraduate Seniors Participating in a Research Course NCF | This metric is based on the percentage of undergraduate seniors who participate in a research course during their senior year. Source: New College of Florida. |
| Number of Bachelor Degrees Awarded Annually UCF | This metric is the number of baccalaureate degrees granted in an academic year. Students who earned two distinct degrees in the same academic year were counted twice; students who completed multiple majors or tracks were only counted once. Source: State University Database System (SUDS). |
| Total Research Expenditures UF | This metric is the total expenditures (includes non-science & engineering fields) for research & development activities within a given fiscal year. Source: National Science Foundation annual survey of Higher Education Research and Development (HERD). |
| Percent of Course Sections Offered via Distance and Blended Learning UNF | This metric is based on the percentage of course sections classified as having at least 50% of the instruction delivered using some form of technology, when the student and instructor are separated by time or space, or both. Source: State University Database System (SUDS). |
| Number of Postdoctoral Appointees USF | This metric is based on the number of post-doctoral appointees at the beginning of the academic year. A postdoctoral researcher has recently earned a doctoral (or foreign equivalent) degree and has a temporary paid appointment to focus on specialized research/scholarship under the supervision of a senior scholar. Source: National Science Foundation/National Institutes of Health annual Survey of Graduate Students and Post-doctorates in Science and Engineering (GSS). |
| Percentage of Adult Undergraduates Enrolled UWF | This metric is based on the percentage of undergraduates (enrolled during the fall term) who are at least 25 years old at the time of admission. This includes undergraduates who are not degree-seeking, or unclassified. Source: State University Database System (SUDS). |

Preeminent Research University Funding Metrics

| | |
|--|--|
| Average GPA and SAT Score | An average weighted grade point average of 4.0 or higher and an average SAT score of 1800 or higher for fall semester incoming freshmen, as reported annually in the admissions data that universities submit to the Board of Governors. This data includes registered FTIC (student type='B','E') with an admission action of admitted or provisionally admitted ('A','P','X'). |
| Public University National Ranking | A top-50 ranking on at least two well-known and highly respected national public university rankings, reflecting national preeminence, using most recent rankings. Legislative staff based their initial evaluation on the following list: US News and World Report, Forbes, Kiplinger, Washington Monthly, Center for Measuring University Performance, Times Higher Education World University Rankings, QS World University Ranking, and the Academic Ranking of World Universities. |
| Freshman Retention Rate (Full-time, FTIC) | Freshman Retention Rate (Full-time, FTIC) as reported annually to the Integrated Postsecondary Education Data System (IPEDS). The retention rates that are reported in the Board's annual Accountability report are preliminary because they are based on student enrollment in their second fall term as reported by the 28th calendar day following the first day of class. When the Board of Governors reports final retention rates to IPEDS in the Spring (usually the first week of April), that data is based on the student enrollment data as reported after the Fall semester has been completed. The preliminary and final retention rates are nearly identical when rounded to the nearest whole number. |



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| 6-year Graduation Rate (Full-time, FTIC) | 6-year Graduation Rate (Full-time, FTIC) as reported annually to the Integrated Postsecondary Education Data System (IPEDS). The Board of Governors reports the preliminary graduation rates in the annual Accountability report, and 'final' graduation rates to IPEDS in the beginning of February. The final rates are usually the same as the preliminary rates but can be slightly higher (1%-2% points) due to cohort adjustments for specific, and rare, exemptions allowed by IPEDS. |
| National Academy Memberships | National Academy Memberships held by faculty as reported by the Center for Measuring University Performance in the Top American Research Universities (TARU) annual report. |
| Total Annual Research Expenditures (\$M) (Science & Engineering only) | Total Science & Engineering Research Expenditures, including federal research expenditures, of \$200 million or more, as reported annually by the National Science Foundation (NSF). |
| Total Annual Research Expenditures in Diversified Non-Medical Sciences (\$M) (Science & Engineering only) | Total S&E research expenditures in non-medical sciences as reported by the NSF. This removes medical sciences funds (9F & 12F in HERD survey) from the total S&E amount. |
| National Ranking in S.T.E.M. Research Expenditures | The NSF identifies 8 broad disciplines within Science & Engineering (Computer Science, Engineering, Environmental Science, Life Science, Mathematical Sciences, Physical Sciences, Psychology, Social Sciences). The rankings by discipline are determined by BOG staff using the NSF WebCaspar database. |
| Patents Awarded (over 3 year period) | Total patents awarded by the United States Patent and Trademark Office (USPTO) for the most recent 3-year period. Due to a year-lag in published reports, Board of Governors staff query the USPTO database with a query that only counts utility patents: "(AN/"University Name" AND ISD/20100101->20131231 AND APT/1)". |
| Doctoral Degrees Awarded Annually | Doctoral degrees awarded annually, as reported annually in the Board of Governors Accountability Report. Note: per legislative workpapers, this metric does not include Professional degrees. |
| Number of Post-Doctoral Appointees | The number of Postdoctoral Appointees awarded annually, as reported in the TARU annual report. This data is based on National Science Foundation/National Institutes of Health annual Survey of Graduate Students and Post-doctorates in Science and Engineering (GSS). |
| Endowment Size (\$M) | This data comes from the National Association of College and University Business Officers (NACUBO) and Commonfund Institute's annual report of Market Value of Endowment Assets - which, due to timing, may release the next fiscal year's data after the Board of Governors Accountability report is published. |



Goals Common to All Universities

Academic Quality

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| Avg. SAT Score (for 3 subtests) | An average weighted grade point average of 4.0 or higher and an average SAT score of 1800 or higher for fall semester incoming freshmen, as reported annually in the admissions data that universities submit to the Board of Governors. This data includes registered FTIC (student type='B','E') with an admission action of admitted or provisionally admitted ('A','P','X'). |
| Avg. HS GPA | The average HS GPA for Admitted & Registered FTIC and early admit (B,E) students. Max score is 5.0. |
| Professional/Licensure Exam First-time Pass Rates | The number of exams with first-time pass rates above and below the national or state average, as reported in the 2012-13 Accountability report, including: Nursing, Law, Medicine (3 subtests), Veterinary, Pharmacy, Dental (2 subtests), Physical Therapy, and Occupational Therapy. |

Operational Efficiency

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| Freshman Retention Rate | The percentage of a full-time, first-time-in-college (FTIC) undergraduate cohort (entering in fall term or summer continuing to fall) that is still enrolled or has graduated from the <u>same</u> institution in the following fall term as reported in the 2012-13 Accountability report (table 4B) – see link . |
| FTIC Graduation Rates In 4 years (or less) In 6 years (or less) | As reported in the 2012-13 Accountability report (table 4D), First-time-in-college (FTIC) cohort is defined as undergraduates entering in fall term (or summer continuing to fall) with fewer than 12 hours earned since high school graduation. The rate is the percentage of the initial cohort that has either graduated from or is still enrolled in the <u>same</u> institution by the fourth or sixth academic year. Both full-time and part-time students are used in the calculation. The initial cohort is revised to remove students, who have allowable exclusions as defined by IPEDS, from the cohort. |
| AA Transfer Graduation Rates In 2 years (or less) In 4 years (or less) | As reported in the 2012-13 Accountability report (table 4E), AA Transfer cohort is defined as undergraduates entering in the fall term (or summer continuing to fall) and having earned an AA degree from an institution in the Florida College System. The rate is the percentage of the initial cohort that has either graduated from or is still enrolled in the <u>same</u> institution by the second or fourth academic year. Both full-time and part-time students are used in the calculation. The initial cohort is revised to remove students, who have allowable exclusions as defined by IPEDS, from the cohort. |
| Average Time to Degree (for FTIC) | This metric is the number of years between the start date (using date of most recent admission) and the end date (using the last month in the term degree was granted) for a graduating class of first-time, single-major baccalaureates in 120 credit hour programs within a (Summer, Fall, Spring) year. |

Return on Investment

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| Bachelor's Degrees Awarded | This is a count of baccalaureate degrees awarded as reported in the 2012-13 Accountability Report (table 4G). |
| Percent of Bachelor's Degrees in STEM | The percentage of baccalaureate degrees that are classified as STEM by the Board of Governors in the SUS program inventory as reported in the 2012-13 Accountability Report (table 4H). |
| Graduate Degrees Awarded | This is a count of graduate degrees awarded as reported in the 2012-13 Accountability Report (table 5B). |
| Percent of Graduate Degrees in STEM | The percentage of baccalaureate degrees that are classified as STEM by the Board of Governors in the SUS program inventory as reported in the 2012-13 Accountability Report (table 5C). |
| Annual Gifts Received (\$M) | As reported in the Council for Aid to Education's Voluntary Support of Education (VSE) survey in the section entitled "Gift Income Summary," this is the sum of the present value of all gifts (including outright and deferred gifts) received for any purpose and from all sources during the fiscal year, excluding pledges and bequests. (There's a deferred gift calculator at www.cae.org/vse .) The present value of non-cash gifts is defined as the tax deduction to the donor as allowed by the IRS. |
| Endowment (\$M) | Endowment value at the end of the fiscal year, as reported in the annual NACUBO Endowment Study (changed to the NACUBO-Common Fund Study of Endowments in 2009). |



Goals Specific to Research Universities

Academic Quality

Faculty Awards

Awards include: American Council of Learned Societies (ACLS) Fellows, Beckman Young Investigators, Burroughs Wellcome Fund Career Awards, Cottrell Scholars, Fulbright American Scholars, Getty Scholars in Residence, Guggenheim Fellows, Howard Hughes Medical Institute Investigators, Lasker Medical Research Awards, MacArthur Foundation Fellows, Andrew W. Mellon Foundation Distinguished Achievement Awards, National Endowment for the Humanities (NEH) Fellows, National Humanities Center Fellows, National Institutes of Health (NIH) MERIT, National Medal of Science and National Medal of Technology, NSF CAREER awards (excluding those who are also PECASE winners), Newberry Library Long-term Fellows, Pew Scholars in Biomedicine, Presidential Early Career Awards for Scientists and Engineers (PECASE), Robert Wood Johnson Policy Fellows, Searle Scholars, Sloan Research Fellows, Woodrow Wilson Fellows. As reported by the Top American Research Universities – see [link](#).

National Academy Members

The number of National Academy members included in the National Academy of Sciences, National Academy of Engineering, and the Institute of Medicine. As reported by the Top American Research Universities – see [link](#).

Number of Post-Doctoral appointees

As submitted to the National Science Foundation Survey of Graduate Students and Post-doctorates in Science & Engineering (also known as the GSS) – see [link](#).

Number of Science & Engineering Disciplines nationally ranked in Top 100 for research expenditures

The number of Science & Engineering disciplines the university ranks in the top 100 (for public and private universities) based on the National Science Foundation's annual survey for R&D expenditures, which identifies 8 broad disciplines within Science & Engineering (Computer Science, Engineering, Environmental Science, Life Science, Mathematical Sciences, Physical Sciences, Psychology, and Social Sciences). Historically NSF provided these rankings (see tables 45-61 at [link](#)), but now data must be queried via WebCASPAR – see [link](#).

Return on Investment

Total Research Expenditures (\$M)

Total expenditures for all research activities (including non-science and engineering activities) as reported in the National Science Foundation annual survey of Higher Education Research and Development (HERD).

Science & Engineering Research Expenditures in non-medical/health sciences

This metric reports the Science & Engineering total R&D expenditures minus the research expenditures for medical sciences as reported by the National Science Foundation. Historically NSF provided these data (see [link](#), table 36 *minus* table 52), but now data must be queried via WebCASPAR.

Percent of R&D Expenditures funded from External Sources

This metric reports the amount of research expenditures that was funded from federal, private industry and other (non-state and non-institutional) sources.
Source: National Science Foundation annual survey of Higher Education Research and Development (HERD).

Patents Issued

The number of patents issued in the fiscal year as reported in the 2011-12 Accountability Report (table 6A).

Licenses/Options Executed

Licenses/options executed in the fiscal year for all technologies as reported in the 2011-12 Accountability Report (table 6A).

Licensing Income Received (\$M)

License issue fees, payments under options, annual minimums, running royalties, termination payments, amount of equity received when cashed-in, and software and biological material end-user license fees of \$1,000 or more, but not research funding, patent expense reimbursement, valuation of equity not cashed-in, software and biological material end-user license fees of less than \$1,000, or trademark licensing royalties from university insignia. Data as reported in the 2012-13 Accountability Report (table 6A).

Number of Start-up Companies

The number of start-up companies that were dependent upon the licensing of University technology for initiation as reported in the 2012-13 Accountability Report (table 6A).

National rank is higher than predicted by Financial Resources Ranking

This metric compares the overall national university ranking to the financial resources rank as reported by the US News and World report.

based on US News & World Report



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| Research Doctoral Degrees Awarded | The number of research doctoral degrees awarded annually as reported in the 2012-13 Accountability Report (table 5B). |
| Professional Doctoral Degrees Awarded | The number of professional doctoral degrees awarded annually as reported in the 2012-13 Accountability Report (table 5B). |

Student Debt Summary

Percent of Bachelor's Recipients with Debt

This is the percentage of bachelor's graduates in a given academic year who entered the university as a first-time-in-college (FTIC) student and who borrowed through any loan programs (institutional, state, Federal Perkins, Federal Stafford Subsidized and unsubsidized, private) that were certified by your institution - excludes parent loans.
Source: Common Dataset (H4).

Average Amount of Debt for Bachelor's who have graduated with debt

This is the average amount of cumulative principal borrowed (from any loan program certified by the institution) for each native, FTIC bachelor's recipient in a given academic year that graduated with debt – see metric definition above. This average does NOT include students who did not enter a loan program that was certified by the institution.
Source: Common Dataset (H5).

Student Loan Cohort Default Rate (3rd Year)

Student loan cohort default rate (CDR) data includes undergraduate and graduate students, and refers to the three federal fiscal year period when the borrower enters repayment and ends on the second fiscal year following the fiscal year in which the borrower entered repayment. Cohort default rates are based on the number of borrowers who enter repayment, not the number and type of loans that enter repayment. A borrower with multiple loans from the same school whose loans enter repayment during the same cohort fiscal year will be included in the formula only once for that cohort fiscal year. Default rate debt includes: Federal Stafford Loans, and Direct Stafford/Ford Loans – for more information see: <http://ifap.ed.gov/DefaultManagement/CDRGuideMaster.html>.

| Three Year CDR | | | |
|--------------------|----------------|--|--|
| Cohort Fiscal Year | Year Published | Borrowers in the Numerator Borrowers in the Denominator | 3-Yr Time Period (Numerator) 1-Yr Time Period (Denominator) |
| 2009 | 2012 | Borrowers who entered repayment in 2009 and defaulted in 2009, 2010 or 2011 Borrowers who entered repayment in 2009 | 10/01/2008 to 9/30/2011 10/01/2008 to 9/30/2009 |
| 2010 | 2013 | Borrowers who entered repayment in 2010 and defaulted in 2010, 2011 or 2012 Borrowers who entered repayment in 2010 | 10/01/2009 to 9/30/2012 10/01/2009 to 9/30/2010 |
| 2011 | 2014* | Borrowers who entered repayment in 2011 and defaulted in 2011, 2012 or 2013 Borrowers who entered repayment in 2011 | 10/01/2010 to 9/30/2013 10/01/2010 to 9/30/2011 |
| 2012 | 2015 | Borrowers who entered repayment in 2012 and defaulted in 2012, 2013 or 2014 Borrowers who entered repayment in 2012 | 10/01/2011 to 9/30/2014 10/01/2011 to 9/30/2012 |
| 2013 | 2016 | Borrowers who entered repayment in 2013 and defaulted in 2013, 2014 or 2015 Borrowers who entered repayment in 2013 | 10/01/2012 to 9/30/2015 10/01/2012 to 9/30/2013 |
| 2014 | 2017 | Borrowers who entered repayment in 2014 and defaulted in 2014, 2015 or 2016 Borrowers who entered repayment in 2014 | 10/01/2013 to 9/30/2016 10/01/2013 to 9/30/2014 |
| 2015 | 2018 | Borrowers who entered repayment in 2015 and defaulted in 2015, 2016 or 2017 Borrowers who entered repayment in 2015 | 10/01/2014 to 9/30/2017 10/01/2014 to 9/30/2015 |

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

June 12, 2014

Subject: Amendment to the Operating Procedures of the Florida International University Board of Trustees

Proposed Board Action:

Approve the amendment to the Operating Procedures of the Florida International University Board of Trustees.

Background Information:

The Operating Procedures (now being referred to as the Board's Bylaws) of the Florida International University Board of Trustees (the BOT) establish a governance structure for the conduct of Board business and are intended to encourage efficiencies and to facilitate Board business.

In adapting to a changing environment, the BOT needs to conduct a periodic review, alignment and updating of its Bylaws. The BOT commissioned a review of the Bylaws to assess alignment with current operations and best practices.

With the objective of establishing a clear governing document that is modernized and reflects current practices, the proposed revisions have been recommended by Association of Governing Boards of Universities and Colleges (AGB) consultant, Dr. Kenneth A. Shaw and approved by Board Chairman Albert Maury and University President Mark B. Rosenberg for presentation to the BOT membership for consideration and approval.

An invitation to comment was issued to the Trustees by the Board office to seek input on the proposed amendments on May 1, 2014.

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.

Supporting Documentation: Executive Summary, proposed amendments
 Proposed Bylaws of the FIU Board of Trustees

Facilitator/Presenter: Cesar L. Alvarez, *Academic Policy and Student Affairs*
 Committee Chair

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**EXECUTIVE SUMMARY
FIU BOARD OF TRUSTEES
OPERATING PROCEDURES CHANGES
[BOLDED ITEMS ARE KEY SUBSTANTIVE CHANGES]**

1. Changes name of the document from Operating Procedures to Bylaws to bring in-line with other institutions of higher education and to ensure significance of the document is easily understood. Note, while bylaws is a more appropriate name for this document, many SUS institutions and the Board of Governors continue to use the term operating procedures.
2. Substantially re-organizes the document to group similar types of provisions together in the same section and numbered all sections.
3. Adds language in Article 1, Organization, setting forth the overall framework of Board of Trustees (the "Board") responsibilities and authorities. Recommended by Dr. Kenneth A. Shaw, Syracuse University Chancellor Emeritus and University Professor and consultant for the Association of Governing Boards of Universities and Colleges ("the AGB").
4. **Deletes Special Members of the Board section which addresses emeritus status for former Board members and chairs. Going forward, recognitions will be provided to former members through Board resolutions honoring their service. Emeritus status may still be granted if desired by the Board in special circumstances. Recommended by Dr. Shaw.**
5. **Adds list of the Board powers and responsibilities in Section 2.3. This list generally matches the AGB list of board powers and responsibilities, and describes the high level powers and responsibilities of the Board. The Committee descriptions later in the Bylaws describe specific responsibilities which tie back to this high level description of Board powers and responsibilities. Listing of these high level duties in the Bylaws was recommended by Dr. Shaw.**
6. Removes position of Treasurer from the Bylaws. This position does not function. The University's Sr. Vice President for Finance and Administration fulfills the responsibilities of a Treasurer.



7. Clarifies Board Chair's committee appointment authority, includes removal authority and authority to create committees, and includes authority to disband committees, other than standing committees which may only be dissolved by the full board. See Section 4.3.
8. Consolidates and clarifies role of University President (Executive Officer) in new Article V. Clarifies that President's authority includes authority not only to execute documents on behalf of the Board but also take action on behalf of the Board when consistent with law, the Bylaws, Board regulations, policies and delegations, and the best interests of the University.
9. Creates one provision incorporating obligation to comply with the Florida Sunshine law and removes all other related provisions, including lengthy provisions pertaining to closed sessions. State law determines what we can and cannot do so it is not necessary to specify this information in the Bylaws. See Section 6.1.
10. Authorizes the Board Chair to allow telephonic meetings and participation in regular meetings by telephone on a case by case basis when in his/her judgment it is appropriate. Removes authority of Committee Chairs to authorize telephonic meetings and participation. See Section 6.6. Recommend by Dr. Shaw.
11. **Updates provision regarding voting conflicts to conform to Florida law, making clear that Trustees present at meetings are required to vote on all matters unless there is a specific recognized conflict of interest under Florida law, in which event voting is not permitted. See Section 6.8.**
12. Grants the Board Chair, in consultation with the Corporate Secretary, when circumstances warrant, authority to bring matters to the full Board without being first considered by a Committee. Previously the Bylaws provided that this could only be done if an emergency. See Section 6.9. Recommended by Dr. Shaw.
13. Removes Board Chair as ex-officio member of every committee. Board Chair has authority to appoint committee members and can appoint himself as ex-officio if (s)he deems appropriate.



14. **Recommends changes to standing committees and the duties of standing committees with three (3) primary goals in mind: (i) including new governance related responsibilities, (ii) keeping the number of standing committees at the same number, and (iii) ensuring essential Board responsibilities are accounted for appropriately. Proposes that the Executive Committee be disbanded and replaced with a Governance Committee; disbands Personnel Committee and places responsibilities regarding Presidential personnel matters and collective bargaining with the Governance Committee; adds Health Affairs Committee. See Section 7.2. Committee changes recommended by Dr. Shaw.**
15. Adds non-discrimination policy provision in Section 11.3. Recommended by Dr. Shaw.
16. Abbreviates Statement of Board Policy on Academic Freedom (in Article VII of original Operating Procedures) and removes Audit Charter and Conflict of Interest policy. These documents will continue in effect. These documents will be reviewed to confirm they reflect current law and best practice and will be adopted by the Board as stand-alone policies instead. If updates are required, it is anticipated that these items will be considered by the Board at the September 2014 meeting.

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BYLAWS OF THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

ARTICLE I

ORGANIZATION

The Florida International University Board of Trustees (the “Board”) is established as a public body corporate, with all powers of a public 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.

The Board is the final institutional authority and delegates the conduct of administration and management of the University to the President. The Board entrusts the functions of teaching and research through the President to the Faculty. The Board encourages student, faculty and staff participation in decision-making within the limits of attainable effectiveness.

To establish a governance structure for the conduct of Board business, the Board establishes these Bylaws. These Bylaws are intended to encourage efficiencies and to facilitate Board business. These Bylaws, University Regulations and Board approved-policies take precedence over all other policies of the University.

ARTICLE II

THE BOARD

Section 2.1 Corporate Name. The Board of Trustees is a public body corporate called "The Florida International University Board of Trustees," with all the powers of a public body corporate under the laws of the State of Florida.

Section 2.2 Composition. The Board shall be composed of thirteen Trustees, six of whom shall be appointed by the Governor of the State of Florida and five of whom shall be appointed by the Board of Governors of the State University System of Florida, and all of whom are subject to confirmation by the Senate of the State of Florida. The other two members shall be the Chair of the Faculty Senate and the President of the University’s Student Government Association for the Modesto A. Maidique Campus and they shall also serve as voting Trustees during their terms of office.

Section 2.3 Powers and Duties. The Board shall serve as the governing body of the University. The Board shall have the authority to carry out all lawful functions permitted by these Bylaws, by regulations and policies of the Board of Governors and by law. The Board’s responsibilities include:

- Determining the mission of the University and ensuring that the mission is kept current and aligned with public purposes.
- Charging the President with the task of periodically leading a strategic planning process consistent with the Board’s strategic direction for the University; approving the strategic plan, and monitoring its effectiveness.

- Selecting, supporting, and evaluating the President and reviewing the President's compensation.
- Ensuring the University's fiscal integrity; overseeing the University's financial resources and other assets; and preserving and protecting the University's assets for posterity.
- Ensuring and protecting, within the context of faculty shared governance, the educational quality of the University and its academic programs; and preserving and protecting the University's autonomy, academic freedom, and the public purposes of higher education.
- Engaging regularly, in concert with senior administration, with the University's major constituencies.
- Approving University regulations and Board policies.
- Conducting the Board's business in an exemplary fashion and with appropriate transparency, adhering to the highest ethical standards and complying with applicable open-meeting and public-record laws.
- Ensuring the currency of Board governance policies and practices.
- Periodically assessing the performance of the Board, its committees, and its members.

The Board may delegate and provide for the further delegation of any and all powers and duties, subject to the limitations set forth in law.

Section 2.4 Corporate Seal. The University shall have a seal on which shall be inscribed "Florida International University". The 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 University. The seal of the University shall be consistent with the following form and design:



ARTICLE III

THE TRUSTEES

Section 3.1 Term of Office. Trustees shall serve for staggered 5-year terms, as provided by law 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.

Section 3.2 Attendance. All trustees are expected to attend board and committee meetings. If a trustee has three consecutive unexcused absences in any fiscal year, the Chair will ensure that the trustee is still willing and able to serve, and will notify the appointing authority of the specific Trustee's attendance record.

Section 3.3 Vacancies. Vacancies shall be filled by the appointing authority, subject to confirmation by the Senate of the State of Florida.

Section 3.4 Compensation. Trustees shall serve without compensation but may be reimbursed for travel and per diem expenses in accordance with state law.

ARTICLE IV

OFFICERS OF THE BOARD

Section 4.1 Officers. The officers of the Board are the Board Chair, Board Vice Chair, and the Executive Officer and Corporate Secretary.

Section 4.2 Selection / Term of Officers. The Board Chair and Vice Chair shall each serve for a two year term. The Board shall select, by majority vote, the Board Chair and Board Vice Chair from the appointed members at the last regularly scheduled meeting of the fiscal year and the Board Chair and Vice Chair will serve for the two fiscal years following thereafter. The Chair and Vice Chair shall be eligible for reselection for one additional consecutive two-year term. Normally, to be eligible for election as Chair or Vice Chair, a member of the Board shall have at least two years remaining on his or her term of appointment. Any additional term of office must be approved by a two-thirds vote of the Board. The University President shall serve as Executive Officer and Corporate Secretary of the Board.

Section 4.3 Duties of Chair. The duties of the Board Chair include presiding at all meetings of the Board, calling special or emergency meetings of the Board when necessary, appointing and removing Committee Chairs and Committee members, establishing and disbanding ad hoc committees, task forces or working groups of the Board, attesting to the actions of the Board, serving as the spokesperson for the Board and fulfilling other duties as assigned by the Board.

Section 4.4 Duties of Vice Chair. The Board Vice Chair shall act as Board Chair during the absence or disability of the Board Chair. While the Vice Chair shall be the presumptive successor to the Chair when a vacancy occurs, the Chair shall be selected by the full Board by a majority vote.

Section 4.5 Duties of Corporate Secretary. The University President, as Executive Officer and Corporate Secretary of the Board, is responsible for giving notice of all meetings of the Board, setting the agenda and compiling the supporting documents for the meetings of the Board in consultation with the Board Chair, recording and maintaining the minutes of any Board meeting, executing or attesting to all documents that have been executed by the Board, and shall be custodian of the University's seal.

ARTICLE V

DUTIES OF THE PRESIDENT

The University President shall serve as the principal liaison officer and official contact between the Board and the faculty, staff and students of the University. The University President shall be responsible for the operation and administration of the University, including efficient and effective budget and program administration, leading the University to accomplish its education missions and goals, monitoring educational and financial performance, consulting with the Board in a timely manner on matters appropriate to its policy-making and fiduciary functions, and serving as the University's key spokesperson. The President shall have the authority to execute all documents and take all actions on behalf of the University and the Board consistent with law, Board regulations, policies and delegations, these Bylaws and the best interests of the University.

ARTICLE VI

MEETINGS

Section 6.1 Applicability of Sunshine Law. All meetings of the Board and its Committees shall be open to the public at all times unless the matter being discussed or acted upon falls within the provisions of law allowing closed meetings. No formal action shall be considered binding except as taken or made in accordance with Section 286.011, Florida Statutes.

Section 6.2 Regular Meetings. Meetings of the Board shall be held as needed, with a minimum of four (4) regular meetings per year. Meetings may be held at the Florida International University or other locations as deemed necessary and appropriate by the Board, consistent with Section 286.011, Florida Statutes. The schedule of meetings is to be available on the Board's website.

Section 6.3 Special Meetings. The Board may hold special meetings, including hearings and workshops, at times and places designated by the Board Chair. The Corporate Secretary shall send written notice of such special meetings to all trustees, along with a statement of the purpose of the meeting, at least 48 hours in advance. Only matters included in the Chair's call of the meeting may be considered at a special meeting except a new matter may be added by an affirmative vote of a majority of the trustees at the meeting.

Section 6.4 Emergency Meetings. Meetings of the Board may be held for the purpose of acting on emergency matters affecting the university or public health, safety, or welfare. Notice of the time, date, place and purpose of an emergency meeting will be posted on the Board's website and forwarded to a major newspaper of general circulation in the area where the meeting will take place. The media may also be notified through a press release issued by the Media Relations Office.

Section 6.5 Notice of Meetings. Reasonable prior notice of all meetings shall be provided in accordance with Florida law. Notice of regular and special meetings will be provided by posting the notice and agenda on the Board's website and faxing such notice and agenda to a major newspaper of general circulation. Notice of emergency meetings shall be provided as described above.

Section 6.6 Telephonic Meetings. At the discretion of the Board Chair, Full Board and Committee meetings may be held through teleconferencing or other electronic means. Additionally, while Trustees are expected to attend most in person Board and Committee meetings, the Board Chair may give permission for participants to participate through teleconferencing or other electronic means when this is deemed necessary.

Section 6.7 Quorum. A majority of the members of the Board must be present to constitute a quorum for the transaction of business.

Section 6.8 Voting. Unless otherwise provided in these Bylaws, the decision of the majority of the Trustees in attendance and voting on the question shall prevail. No Trustee present at a Board meeting or Committee meeting may abstain from voting except for those circumstances when a Trustee has a specific recognized conflict of interest under Florida law. Trustees are prohibited from voting on any matters which the Trustee knows would inure to his or her individual special private gain or loss. A Trustee is encouraged to abstain from voting when a Trustee has any other conflict of interest recognized under the Florida Code of Ethics but Trustees are permitted by Florida law to vote when such a conflict of interest is present so long as the Trustee discloses the conflict of interest. Trustees with voting conflicts are required to inform the Board in the manner prescribed by the Florida Commission on Ethics. Voting by proxy or by mail is not permitted.

Section 6.9 Meeting Agendas. The Corporate Secretary or his/her designee, in consultation with the Board Chair, shall set the agenda for meetings. The Corporate Secretary will provide a copy of the agenda and supporting documentation to each member of the Board for regular meetings and, when possible, special meetings, at least seven (7) calendar days prior to the meeting, and for emergency meetings and all other special meetings, as soon as practical after the meetings are scheduled. Failure to provide an agenda by the time specified in these Bylaws will not affect the ability of the Board to vote on any items. If additional items or supporting documentation become available prior to the meeting, a supplemental agenda will be provided. Agendas shall list items in the order they are to be considered. Items may be considered out of their stated order at the discretion of the Chair. The Board may also consider and vote on items not included in the published agenda.

Normally, agenda items that come before the Board have been considered and recommended by a Committee of the Board. However, the Chair may, in consultation with the Corporate Secretary, allow an item to be presented to the full Board without prior consideration by a Board committee when circumstances warrant.

Section 6.10 Consent Agenda and Action Items. At regular 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.

Section 6.11 Rules of Procedure. *Roberts Rules of Order*, newly revised, will be followed in conducting meetings of the Board, unless otherwise provided by the Board Bylaws. The Chair shall resolve questions regarding interpretations under these Bylaws or Roberts Rules.

Section 6.12 Minutes. Minutes of the meetings of the Board shall be kept by the Corporate Secretary, who shall cause them to be 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 VII

COMMITTEES

Section 7.1 Committees. Except for the Governance Committee, the membership of which is specified in these Bylaws, the Board Chair, in consultation with the President, shall appoint members of Committees, their Chairs, and Vice Chairs based upon their expertise in matters relating to that Committee and may also remove any members. All Committees shall have no fewer than three (3) members. Unless specifically delegated or as otherwise provided in these Bylaws, authority to act on all matters is reserved exclusively to the Board and the duty of each Committee shall be to consider and to make recommendations to the Board upon matters referred to it. Each Committee shall have a written statement of purpose and primary responsibilities, or charter, as approved by the Board. The chairs of all Committees shall perform their duties and shall have the responsibility and authority to place matters on the Board's agenda, with approval of the Board chair.

Section 7.2 Standing Committees. The following Committees shall be standing Committees of the Board until dissolved by the Board:

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.

The **Athletics Committee** shall 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, the University's athletic 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 **External Relations Committee** is responsible for reviewing and recommending to the Board policies relating to local, state and federal legislation; working to identify all major local, state and federal activities affecting the University; reporting to the Board recommended actions which will further the University's mission; reviewing and recommending to the Board policies affecting communications with the media and with the public, including alumni of the institution; and reviewing and considering 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** is responsible, for providing oversight over the University's financial resources and other assets and for reviewing internal and external audits of the University, direct support organizations, and the University's faculty practice plan corporation, together with responses and corrective actions, as applicable. This includes receiving and reviewing information regarding the fiscal operations of the University and reviewing and, when appropriate, recommending to the Board for its approval: the University's annual operating and capital outlay budgets; the University's investment policy; the University's Capital Improvement Program list for funding by the Legislature, including the Public Education Capital Outlay list; debt issuances; the University's master plan(s); honorary and donative namings of University facilities; regulations and Board policies pertaining to the financial resources and other assets of the University; advising the Board on all aspects of internal and external audit; advising the Board on the adequacy of accounting procedures, systems, controls, and financial reporting in accordance with applicable laws and regulations; and overseeing and monitoring the University's compliance program.

The **Governance Committee** is responsible for reviewing and making recommendations to the Board on various Board functions, including, periodically reviewing these Bylaws; evaluating the Board's performance; overseeing governance of the University's affiliated organizations; overseeing Presidential personnel matters, including the annual evaluation of the President; considering collective bargaining matters coming before the Board; and establishing regulations and Board policies regarding University governance. The Governance Committee shall be comprised of the Board Chair, Board Vice Chair and all Committee Chairs.

The **Health Affairs Committee** is responsible for oversight of all policies relating to the Academic Health Center; assisting the Board in its oversight responsibilities relating to aspects of the Colleges of Medicine, Nursing and Health Sciences, Public Health and Social Work, Arts and Sciences (School of Integrated Science and Humanity), and Engineering and Computing (Department of Biomedical Engineering) that deal with health affairs; assisting the Board in its oversight responsibilities of the University's clinical activities, including the faculty practice plan and the delivery of student health services; reviewing the infrastructure and resources necessary for the operation and integration of the Academic Health Center; and assisting the Board in providing strategic direction regarding affiliation activities for clinical instruction and practice for all faculty and students in the Academic Health Center.

Section 7.3 Ad-Hoc Committees. Ad-Hoc Committees shall be appointed by the Board Chair 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.

Section 7.4 Quorum. A majority of the regular committee members shall constitute a quorum for all committee meetings. A quorum having been established, no business shall be transacted without a majority vote of all committee members present.

ARTICLE VIII

AMENDMENT OR SUSPENSION OF BYLAWS

Section 8.1 Bylaw Amendments. These Bylaws may be altered, amended or repealed at any regular meeting of the Board by a two-thirds (2/3) vote of all members of the Board, when notice of the proposed amendment or repeal is provided in the meeting notice.

Section 8.2 Suspension of Bylaw Provisions. Any provision of these Bylaws may be suspended in connection with the consideration of a matter before the Board by an affirmative vote of not less than two-thirds (2/3) of the members of the Board.

ARTICLE IX

APPEARANCES BEFORE THE BOARD

Section 9.1 Registration Procedures. Individuals or group representatives who desire to be heard on a proposition before the Board shall register in advance of the meeting by completing a public comment form ("Form") specifying the agenda item or specific matter on which they wish to be heard. The Form shall be available at the Board of Trustees Office at 11200 S.W. 8 Street, PC 548, Miami, Florida 33199, and must be submitted to the Board of Trustees Office no later than 11:00 a.m. on the business day preceding the Board meeting.

The Assistant Corporate Secretary, in consultation with the General Counsel, shall determine whether the speaker is entitled to be heard in accordance with applicable law. 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.

Only registered persons who timely submit a Form will be called on to speak during the public comment period of a Board meeting. Any person who has not timely registered to speak may request approval to be heard by submitting a Form to staff at a registration table at the Board meeting location no later than twenty (20) minutes prior to the scheduled commencement of the Board meeting. Persons submitting any such untimely requests shall be required to show good cause as to why the person was unable to timely submit the Form in accordance with these procedures. Any such untimely requests shall be considered at the sole discretion of the Chair.

Section 9.2 Time Limits. As a general matter, speakers shall be allotted a maximum of two (2) minutes to be heard on a proposition before the Board. At the discretion of the Chair, time limits may be extended or shortened depending on the number of speakers requesting to be heard. Organizations or groups wishing to address the Board on a proposition shall designate one representative to speak on their behalf, to ensure the orderly presentation of information to the Board. If a speaker has requested to speak on more than one agenda item before the Board, the maximum time that will be allotted to any individual speaker during a Board meeting is five (5) minutes, regardless of the number of agenda items or topics to be addressed.

Section 9.3 Decorum. In order to proceed with the essential business of the Board in an orderly manner, the following rules of decorum shall be strictly observed:

1. Persons scheduled to speak shall be called by the Chair at the appropriate time during the meeting. Any person not immediately appearing at the podium when called upon by the Chair shall waive the right to any further participation at the Board meeting. Each speaker shall state for the record his or her name and the organization or group represented, if any. Substitutions for scheduled speakers will not be allowed except in exceptional circumstances as determined by the Chair.

2. Each speaker's remarks must be directed to the Chair or the Board as a whole and not to individual board members.

3. Speakers shall confine their comments solely to the proposition before the Board they have asked to speak on. Speakers may not use any form of profanity or loud abusive comments. The Chair may notify and warn speakers that their comments have gone beyond the subject matter for which they had signed up to address. The Chair may turn off the microphone or recess the meeting if a speaker persists in addressing irrelevant topics or engaging in inappropriate comments. The Chair has the authority after one warning to order the removal of the speaker from the meetings.

4. Speakers may not refuse to yield the podium when the Chair has advised that their time is up.

5. No clapping, applauding, heckling, shouting comments from the audience, or verbal outbursts in support or opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Board meeting. Persons exiting the Board meeting shall do so quietly.

6. Personal cellular telephone conversations shall be prohibited during Board meetings. Ringers must be set to silent mode to avoid disruption of proceedings.

Any individual or group representative who attempts to disrupt a Board meeting will be subject to appropriate action pursuant to law.

ARTICLE X

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 freedom to teach and learn.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Conflict of Interest Policy. 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. The Board shall adopt a written conflict of interest policy, which shall be reviewed periodically and revised as necessary.

Section 11.2 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.

Section 11.3 Non-Discrimination. The University does not discriminate in its educational and employment policies against any person on the basis of gender, race, color, religion, age, disability, sexual orientation, national or ethnic origin, or on any other basis proscribed by federal, state or local law.

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

June 12, 2014

Subject: Proposed 2014-2015 University and Direct Support Organizations Operating Budgets

Proposed Board Action:

Approve the FIU 2014-15 University and Direct Support Organizations (DSO) Operating Budgets and authorize the University President to amend the budget consistent with Legislative, Board of Governors' and Florida International University Board of Trustees (the BOT) directives and guidelines.

Background Information:

The BOT is required to adopt an annual budget for the general operation of the University prior to submission to the Florida Board of Governors. The FY 2014-15 Proposed Operating Budget for the University is due to the Florida Board of Governors on June 23, 2014.

Authority for the University President to amend the budget is necessary to accommodate changes in circumstances.

The DSOs (FIU Athletics Finance Corp., FIU Foundation, Inc., and FIU Research Foundation, Inc.) and The Florida International University Academic Health Center Health Care Network Faculty Group Practice, Inc. have prepared their annual budgets for review and approval by the BOT, pursuant to Florida Statutes and regulations of the Board of Governors and the University.

The following funding groups are included:

- A. Educational and General (E&G)
- B. Auxiliary Enterprises Proposed Budget Allocation
- C. Intercollegiate Athletics Proposed Budget Allocation
- D. Activity and Service Proposed Budget Allocation
- E. Technology Fee Proposed Budget Allocation
- F. Board Approved Fees Budget Allocation
- G. Contracts and Grants Proposed Budget Allocation
- H. Student Financial Aid Proposed Budget Allocation
- I. Concessions Proposed Budget Allocation
- J. FIU Athletics Finance Corp
- K. FIU Foundation, Inc.
- L. FIU Health Care Network
- M. FIU Self-Insurance Program
- N. FIU Research Foundation, Inc.
- O. University Treasury Operations
- P. Fixed Capital Outlay

The University President shall keep the BOT informed of any changes in excess of two percent (2%) made to the total approved 2014-2015 Operating Budget during the operating year.

Florida Statute 1011.40(2) provides that “each university board of trustees shall adopt an operating budget for the operation of the university as prescribed by law and rules of the Board of Governors.” The University has prepared the proposed 2014-2015 Operating Budget in accordance with the requirements set forth in Florida Board of Governors Regulations 9.007 and 9.011.

Supporting Documentation: 2014-2015 Proposed University and DSO Operating Budgets

Facilitator/Presenter: Sukrit Agrawal, *Finance and Audit Committee Chair*

Florida International University
Board of Trustees Financial Summary
2014-15 Budget

Overview¹

| | Final Budget ² | Forecast | Forecast vs. | Requested Budget | Forecast vs. |
|---|----------------------------------|-----------------|---------------------|-------------------------|-------------------------|
| <i>(In millions of dollars)</i> | 2013-14 | 2013-14 | Final Budget | 2014-15 | Requested Budget |
| <u>Revenue / Receipts</u> | | | | | |
| University | | | | | |
| Educational and General (net) ³ | \$ 421.7 | \$ 436.9 | \$ 15.2 | \$ 469.4 | \$ 32.5 |
| University | 378.6 | 393.0 | 14.4 | 421.8 | 28.8 |
| College of Medicine | 43.1 | 43.9 | 0.8 | 47.6 | 3.7 |
| FIU Self-Insurance Program | 0.5 | 0.3 | (0.2) | 0.4 | 0.1 |
| Auxiliary Enterprises | 195.3 | 193.9 | (1.4) | 197.5 | 3.6 |
| Intercollegiate Athletics | 25.4 | 25.6 | 0.2 | 24.0 | (1.6) |
| Activities and Service ² | 15.5 | 16.2 | 0.7 | 16.2 | - |
| Technology Fee | 9.0 | 9.2 | 0.2 | 9.6 | 0.4 |
| Board Approved Fees | 0.5 | 0.3 | (0.2) | 0.3 | - |
| Contracts and Grants | 102.0 | 114.4 | 12.4 | 112.1 | (2.3) |
| Student Financial Aid ² | 146.8 | 152.1 | 5.3 | 153.7 | 1.6 |
| Concessions | 0.7 | 0.8 | 0.1 | 0.8 | - |
| Direct Support Organizations / Component Units | | | | | |
| FIU Athletics Finance Corp | 3.6 | 3.4 | (0.2) | 3.6 | 0.2 |
| FIU Foundation Inc. ² | 45.6 | 25.4 | (20.2) | 49.1 | 23.7 |
| FIU Health Care Network | 3.8 | 4.6 | 0.8 | 11.1 | 6.5 |
| FIU Research Foundation Inc. | - | - | - | 0.1 | 0.1 |
| Interfund Adjustments ⁴ | (15.5) | (12.0) | 3.5 | (4.8) | 7.2 |
| Total Operating Revenues | 954.9 | 971.1 | 16.2 | 1,043.1 | 72.0 |
| University (net) | 10.8 | 11.9 | 1.1 | 7.6 | (4.3) |
| FIU Foundation Inc. | 12.7 | 20.5 | 7.8 | 14.4 | (6.1) |
| Total Investment Revenues | 23.5 | 32.4 | 8.9 | 22.0 | (10.4) |
| Student Loans ⁵ | 261.0 | 272.6 | 11.6 | 272.4 | (0.2) |
| Total Revenues / Receipts | 1,239.4 | 1,276.1 | 36.7 | 1,337.5 | 61.4 |
| <u>Expenses</u> | | | | | |
| University | | | | | |
| Educational and General | 425.2 | 412.0 | (13.2) | 468.3 | 56.3 |
| University | 382.5 | 373.2 | (9.3) | 421.8 | 48.6 |
| College of Medicine | 42.7 | 38.8 | (3.9) | 46.5 | 7.7 |
| FIU Self-Insurance Program | 0.2 | 0.3 | 0.1 | 0.4 | 0.1 |
| Auxiliary Enterprises | 171.6 | 164.4 | (7.2) | 176.7 | 12.3 |
| Intercollegiate Athletics | 23.6 | 22.5 | (1.1) | 24.9 | 2.4 |
| Activities and Service ² | 16.1 | 16.2 | 0.1 | 16.6 | 0.4 |
| Technology Fee | 8.9 | 10.7 | 1.8 | 9.9 | (0.8) |
| Board Approved Fees | 0.5 | 0.3 | (0.2) | 0.3 | - |
| Contracts and Grants | 101.1 | 115.4 | 14.3 | 112.9 | (2.5) |
| Student Financial Aid ² | 147.0 | 155.9 | 8.9 | 152.2 | (3.7) |
| Concessions | 0.7 | 0.6 | (0.1) | 0.8 | 0.2 |
| Direct Support Organizations / Component Units | | | | | |
| FIU Athletics Finance Corp | 2.4 | 2.4 | - | 2.3 | (0.1) |
| FIU Foundation Inc. ² | 28.2 | 23.4 | (4.8) | 26.4 | 3.0 |
| FIU Health Care Network | 5.0 | 5.8 | 0.8 | 11.8 | 6.0 |
| FIU Research Foundation Inc. | - | - | - | - | - |
| Interfund Adjustments ⁴ | (15.5) | (12.0) | 3.5 | (4.8) | 7.2 |
| Total Operating Expenses | 915.0 | 917.9 | 2.9 | 998.7 | 80.8 |
| Principal Payment of Debt ⁵ | 8.5 | 10.3 | 1.8 | 9.0 | (1.3) |
| Student Loans ⁶ | 261.0 | 272.6 | 11.6 | 272.4 | (0.2) |
| Total Expenses | 1,184.5 | 1,200.8 | 16.3 | 1,280.1 | 79.3 |
| Change in Net Assets (incl. Investments) | \$ 54.9 | \$ 75.3 | \$ 20.4 | \$ 57.4 | \$ (17.9) |
| Change in Net Assets (excl. Investments) | \$ 31.4 | \$ 42.9 | \$ 11.5 | \$ 35.4 | \$ (7.5) |

**Florida International University
Board of Trustees Financial Summary
2014-15 Budget
Overview¹**

Notes:

¹ *The financials presented above reflects the state budgeting methodology which differs from full accrual Financial Statements. The following have the most significant impact:*

- *Depreciation of Assets: For budgeting purposes equipment purchases are fully expensed in their acquisition year, therefore depreciation is not included in the budget.*
- *Unrealized gains and losses: The investment results are recognized as revenues in the budget however GASB accounting principles require that it be recorded as a non-operating revenue / expense.*

² *Consistent with university-wide reporting of waivers, final budget FY 2013-14 has been restated to reflect a reporting change whereby waivers for Activities and Service and Student Financial Aid are now reported as an offset to revenue instead of an expense. There is no impact to the overall budget as this is a shift between revenues and expenses.*

Final budget FY 2013-14 for FIU Foundation Inc. has been restated due to a budgeting change whereby the Administrative Fee of \$2.8M has been excluded from both Revenues and Expenses as this amount was already reflected in the investment returns. There is no impact to the overall budget.

³ *E&G revenues include State Funding and Tuition and are net of waivers, uncollectible amounts and 30% Financial Aid need-based amounts per BOG regulation. Additionally, FY 2014-15 includes \$25.3M associated with the Performance Based Funding model, which is contingent upon approval by the Board of Governors at their June 2014 Board meeting.*

⁴ *Interfund transactions have been included in the individual funds to allow for individual fund performance analysis. This has resulted in higher revenues and expenses by fund . The Interfund Adjustments eliminate this double counting of revenues and expenses with the exception of interfund transactions for auxiliary services provided to other units and Direct Support Organizations which have not been eliminated.*

⁵ *Principal payment of debt is reflected above per BOG requirement that debt service payments be shown on a cash basis.*

⁶ *Student loans represent a pass through for the university.*

Florida International University
Financial Summary
2014-15 E&G Revenue Growth

| (In thousands of dollars) | General Revenue | Educational Enhancement (Lottery) | Total State Funding | Student Fee (net) | Total |
|---|--------------------|---|------------------------|----------------------|-------------------|
| <u>I. University (ex-Legislative Items: Risk Management & Financial Aid)</u> | | | | | |
| 2013 - 14 Base Budget | \$ 155,486 | \$ 24,684 | \$ 180,170 | \$ 195,498 | \$ 375,668 |
| Deduct Prior Year Non-Recurring | (650) | - | (650) | | (650) |
| Salary Increases Annualization | 5,289 | - | 5,289 | | 5,289 |
| Health Insurance Annualization | 4,088 | | 4,088 | | 4,088 |
| Plant Operations & Maintenance Annualization | 1,460 | | 1,460 | | 1,460 |
| 2013 - 14 Adjusted Recurring Base Budget | \$ 165,673 | \$ 24,684 | \$ 190,356 | \$ 195,498 | \$ 385,854 |
| 2014 - 15 Incremental Changes | | | | | |
| • Tuition ¹ | | | | 11,421 | 11,421 |
| • Infrastructure: PO&M New Space | 752 | | 752 | | 752 |
| • Performance Funding | | | | | |
| Transfer Base Funding to Performance | (7,104) | | (7,104) | | (7,104) |
| Performance Funding ² | 25,277 | | 25,277 | | 25,277 |
| • Legislative Line Items | | | | | |
| Florida Retirement System (FRS) Adjustment | 831 | | 831 | | 831 |
| Health Insurance Subsidy for Retirees | 81 | | 81 | | 81 |
| Dual Enrollment (summer only) | 90 | | 90 | | 90 |
| Economic Development Study | 100 | | 100 | | 100 |
| Fostering Pride | 300 | | 300 | | 300 |
| Health Embrace Initiative | 1,000 | | 1,000 | | 1,000 |
| Panther Life Program | 300 | | 300 | | 300 |
| Washington Center for Internships | 475 | | 475 | | 475 |
| • Educational Enhancement Trust Fund adj. | (5,981) | 5,981 | - | | - |
| Total Incremental Changes | 16,121 | 5,981 | 22,102 | 11,421 | 33,523 |
| 2014 - 15 Base Budget | \$ 181,794 | \$ 30,665 | \$ 212,459 | \$ 206,919 | \$ 419,378 |

II. University (Legislative Items: Risk Management & Financial Aid)

| | | | | | |
|--|-----------------|-------------|-----------------|-------------|-----------------|
| 2013 - 14 Adjusted Base Budget | \$ 2,882 | | \$ 2,882 | | \$ 2,882 |
| Adjustment to Risk Management Insurance (RMI) Base | (446) | | (446) | | (446) |
| 2013 - 14 Adjusted Recurring Base Budget | \$ 2,436 | \$ - | \$ 2,436 | \$ - | \$ 2,436 |
| 2014 - 15 Base Budget | \$ 2,436 | \$ - | \$ 2,436 | \$ - | \$ 2,436 |

| | | | | | |
|---|-------------------|------------------|-------------------|-------------------|-------------------|
| <u>I. & II. University</u> | | | | | |
| 2013 - 14 Adjusted Base Budget | \$ 158,368 | \$ 24,684 | \$ 183,052 | \$ 195,498 | \$ 378,550 |
| Adjustments to Base Budget | 9,741 | - | 9,741 | - | 9,741 |
| 2013 - 14 Adjusted Recurring Base Budget | \$ 168,109 | \$ 24,684 | \$ 192,793 | \$ 195,498 | \$ 388,291 |
| Total Incremental Changes | 16,121 | 5,981 | 22,102 | 11,421 | 33,523 |
| 2014 - 15 Base Budget | \$ 184,230 | \$ 30,665 | \$ 214,895 | \$ 206,919 | \$ 421,814 |

¹ Tuition revenues are net of waivers, uncollectible amounts and 30% Financial Aid need based amounts per BOG regulation.

² Performance funding is contingent upon approval by the Board of Governors at their June 2014 Board meeting.

Florida International University
Financial Summary
2014-15 E&G Revenue Growth

| | General Revenue | Educational Enhancement (Lottery) | Total State Funding | Student Fee (net) | Total |
|--|--------------------|---|------------------------|----------------------|------------------|
| <i>(In thousands of dollars)</i> | | | | | |
| <u>III. College of Medicine (ex-Legislative Items: Risk Management)</u> | | | | | |
| 2013 - 14 Adjusted Base Budget | \$ 30,118 | | \$ 30,118 | \$ 13,014 | \$ 43,132 |
| Deduct Prior Year Non-Recurring | (1,000) | - | (1,000) | | (1,000) |
| Salary Increases Annualization | 180 | | 180 | | 180 |
| Health Insurance Annualization | 440 | | 440 | | 440 |
| 2013 - 14 Adjusted Recurring Base Budget | \$ 29,738 | \$ - | \$ 29,738 | \$ 13,014 | \$ 42,752 |
| 2014 - 15 Incremental Changes | | | | | |
| • Tuition ² | | | | 3,719 | 3,719 |
| • Legislative Line Item | | | | | |
| Medical School Implementation | 188 | | 188 | | 188 |
| Florida Retirement System Adjustment | 107 | | 107 | | 107 |
| Neuroscience Centers of Florida Foundation | 800 | | 800 | | 800 |
| Total Incremental Changes | 1,095 | - | 1,095 | 3,719 | 4,814 |
| 2014 - 15 Base Budget | \$ 30,833 | \$ - | \$ 30,833 | \$ 16,733 | \$ 47,566 |
| <u>IV. College of Medicine (Legislative Items: Risk Management)</u> | | | | | |
| 2013 - 14 Adjusted Base Budget | \$ 25 | | \$ 25 | | \$ 25 |
| Adjustment to Risk Management Base | 9 | | 9 | | 9 |
| 2014 - 15 Adjusted Recurring Base Budget | \$ 35 | \$ - | \$ 35 | \$ - | \$ 35 |
| <u>III. & IV. College of Medicine</u> | | | | | |
| 2013- 14 Adjusted Base Budget | \$ 30,143 | \$ - | \$ 30,143 | \$ 13,014 | \$ 43,157 |
| Adjustments to Base Budget | (370) | - | (370) | - | (370) |
| 2013 - 14 Adjusted Recurring Base Budget | \$ 29,773 | \$ - | \$ 29,773 | \$ 13,014 | \$ 42,787 |
| Total Incremental Changes | 1,095 | - | 1,095 | 3,719 | 4,814 |
| 2014 - 15 Base Budget | \$ 30,868 | \$ - | \$ 30,868 | \$ 16,733 | \$ 47,601 |

¹ Tuition revenues are net of waivers and uncollectible amounts

Florida International University
Financial Summary
E&G Summary

| | Final Budget | Forecast | Forecast vs. | Requested | Forecast vs. |
|--|-----------------|-----------------|----------------|---------------------|------------------|
| (In millions of dollars) | 2013-14 | 2013-14 | Final Budget | Budget ¹ | Requested Budget |
| <u>I. University:</u> | | | | | |
| Revenues | | | | | |
| General Revenues ² | \$ 153.5 | \$ 164.5 | \$ 11.0 | \$ 182.1 | \$ 17.6 |
| General Revenues - Legislative Line Item | 4.9 | 1.1 | (3.8) | 2.2 | 1.1 |
| Educational Enhancement (Lottery) ² | 24.7 | 24.7 | - | 30.7 | 6.0 |
| Gross Tuition | 234.4 | 246.9 | 12.5 | 254.1 | 7.2 |
| Waivers | (23.6) | (27.0) | (3.4) | (29.3) | (2.4) |
| Financial Aid (30%) | (15.3) | (17.2) | (1.9) | (17.8) | (0.6) |
| Net tuition ³ | 195.5 | 202.7 | 7.2 | 206.9 | 4.2 |
| Total Revenue Available | \$ 378.6 | \$ 393.0 | \$ 14.4 | \$ 421.8 | \$ 28.8 |
| Expenditures | | | | | |
| Salaries and Benefits | 268.1 | 265.5 | (2.6) | 287.2 | 21.7 |
| OPS | 33.4 | 34.6 | 1.2 | 35.6 | 1.0 |
| Expense | 73.6 | 65.4 | (8.2) | 90.6 | 25.2 |
| OCO | 7.4 | 7.7 | 0.3 | 8.5 | 0.8 |
| Total Operating Expenses | 382.5 | 373.2 | (9.3) | 421.8 | 48.6 |
| Net Assets | \$ (4.0) | \$ 19.8 | \$ 23.8 | \$ 0.0 | \$ (19.8) |
| GAP Mitigation | | | | | |
| Carry forward | 4.0 | 4.1 | 0.2 | - | (4.1) |
| Net GAP after Non-recurring funds | \$ 0.0 | \$ 23.9 | \$ 23.9 | \$ 0.0 | \$ (23.9) |
| <u>II. College of Medicine:</u> | | | | | |
| Revenues | | | | | |
| General Revenues | 28.3 | 30.4 | 2.1 | 30.1 | (0.3) |
| General Revenues - Legislative Line Item | 1.8 | 0.1 | (1.7) | 0.8 | 0.7 |
| Gross Tuition | 13.2 | 15.0 | 1.8 | 20.3 | 5.3 |
| Waivers | - | (1.5) | (1.5) | (3.3) | (1.8) |
| Bad Debts | (0.2) | (0.1) | 0.1 | (0.3) | (0.2) |
| Net tuition ³ | 13.0 | 13.4 | 0.4 | 16.7 | 3.3 |
| Total Revenue Available | \$ 43.1 | \$ 43.9 | \$ 2.5 | \$ 47.6 | \$ 3.7 |
| Expenditures | | | | | |
| Salaries and Benefits | 33.7 | 28.8 | (4.9) | 36.7 | 7.9 |
| OPS | 1.2 | 1.4 | 0.2 | 1.8 | 0.4 |
| Expense | 7.8 | 7.8 | (0.0) | 7.6 | (0.2) |
| OCO | - | 0.8 | 0.8 | 0.3 | (0.5) |
| Total Operating Expenses | 42.7 | 38.8 | (3.9) | 46.5 | 7.7 |
| Net Assets | \$ 0.4 | \$ 5.1 | \$ 4.7 | \$ 1.1 | \$ (4.0) |
| GAP Mitigation | | | | | |
| Carry forward | - | - | - | - | - |
| Net GAP after Non-recurring funds | \$ 0.4 | \$ 5.1 | \$ 4.7 | \$ 1.1 | \$ (4.0) |

Notes:

¹ The amounts reported as state appropriations are based on the appropriations bill approved by the legislature (HB 5001) and include \$25.3M of performance funding which are subject to Board of Governors approval at their June 2014 meeting.

² Increase in FY 2014-15 state appropriations versus FY 2013-14 budget is comprised of net performance funding \$18.2M, legislative salary increases from FY 2013-14 \$5.3M, plant operation and maintenance \$2.2M, legislative line items \$2.2M and health insurance and retirement adjustments \$5M offset by a reduction of \$1.1M (non-recurring legislative line items \$0.7M and Risk Management Insurance \$0.4M).

³ Tuition revenues are net of waivers, uncollectible amounts and 30% Financial Aid need based amounts per Board of Governors regulation.

Florida International University
Financial Summary
E&G Summary

(In millions of dollars)

I. University Carry Forward:

| | |
|--|----------------|
| FY 2013-14 Beginning Balance | \$ 49.4 |
| Carry Forward Expenditure Forecast FY 2013-14 | (25.0) |
| Estimated Unused FY 2013-14 Current Year Funds | 23.9 |
| FY 2014-15 Estimated Beginning Balance | \$ 48.2 |
| FY 2014-15 Expenditures: | (20.1) |
| • Legislative Earmarked Funds | (4.7) |
| • Minor Projects & Information Technology Infrastructure | (7.2) |
| • College and Area Commitments | (3.8) |
| • Capital Campaign | (4.4) |
| FY 2014-15 Estimated Ending Balance | \$ 28.2 |
| Commitments for FY 2015-16 and Later: | (1.1) |
| • Legislative Earmarked Funds | (1.1) |
| Estimated Available Balance | \$ 27.0 |
| Minimum Statutory Reserve | \$ 22.0 |

II. College of Medicine Carry Forward:

| | |
|---|---------------|
| FY 2013-14 Beginning Balance | \$ 6.5 |
| Expenditure Forecast 2013-14 | (6.2) |
| Estimated Unused FY 2013-14 Current Year Funds | 4.6 |
| Estimated Tuition beyond Legislative Authority from FY 2013-14 | 0.5 |
| FY 2014-15 Estimated Beginning Balance | \$ 5.4 |
| FY 2014-15 Expenditures: | (4.4) |
| • Contractual Commitments | (1.1) |
| • Tuition Remission | (1.8) |
| • Facilities and Information Technology Infrastructure | (0.6) |
| • Strategic Initiatives | (1.0) |
| Estimated Available Balance | \$ 1.0 |
| Minimum Statutory Reserve | \$ 2.4 |

Florida International University
Financial Summary
Total Auxiliary Enterprises

| <i>(In thousands of dollars)</i> | Final Budget 2013-14 | Forecast 2013-14 | Forecast vs. Final Budget | Requested Budget 2014-15 | Forecast vs. Requested Budget |
|--|---------------------------------|-----------------------------|--------------------------------------|-------------------------------------|--|
| Operating Revenues ¹ | \$ 195,282 | \$ 193,875 | \$ (1,408) | \$ 197,499 | \$ 3,624 |
| <u>Expenditures</u> | | | | | |
| Salaries and Benefits | 70,139 | 63,887 | (6,252) | 67,620 | 3,733 |
| OPS | 17,208 | 16,739 | (469) | 18,002 | 1,263 |
| Expense | 73,570 | 75,070 | 1,500 | 79,194 | 4,124 |
| OCO | 2,646 | 1,148 | (1,498) | 3,464 | 2,316 |
| Debt Service Interest | 8,060 | 7,553 | (507) | 8,373 | 821 |
| Total Operating Expenses | 171,623 | 164,396 | (7,227) | 176,653 | 12,256 |
| Net Operating Income | 23,659 | 29,478 | 5,819 | 20,846 | (8,632) |
| Investment Revenues | 73 | 49 | (24) | 56 | 7 |
| Principal Payment of Debt | (7,847) | (9,595) | (1,748) | (8,276) | 1,319 |
| Operational Transfers | - | - | (0) | - | 0 |
| Change in Net Assets | 15,885 | 19,932 | 4,046 | 12,626 | (7,306) |
| <u>Fund Balance</u> | | | | | |
| Beginning Fund Balance | 134,657 | 140,168 | | 142,164 | |
| Change in Net Assets | 15,885 | 19,932 | | 12,626 | |
| Capital Expenditures | (33,909) | (17,654) | | (18,322) | |
| Third Party Transfers | - | - | | - | |
| Institutional Transfers | (83) | (281) | | 518 | |
| Ending Fund Balance | \$ 116,550 | \$ 142,164 | | \$ 136,986 | |

Notes

Budget figures represent total revenue and expenditures for all Auxiliary activities, hence interdepartmental transactions have not been eliminated.

¹ A&S support for Student, Recreation and Children's Centers will be reflected in Activity and Service fund from FY 2014-15.

Financial Highlights

FY 2013-14 revenues are \$1.4M less than budgeted mostly due to \$4.5M decrease in academic auxiliaries associated with the transition of College of Nursing and Health Sciences cost plus programs to E&G and \$0.5M due to the closing of Bay Vista housing complex at the end of spring 2014. The revenue shortfalls are partially offset by a favorable increase of \$2.4M from other auxiliary enterprises like the new Panther Tech store, \$0.7M in additional revenues due to the assessment of the student health fee from students enrolled in online courses, and \$0.4M in parking access fee collections from assessing students enrolled in online courses.

Total operating expenses in FY 2013-14 are \$7.2M less than budgeted. For the most part, these savings are from the transition of College of Nursing and Health Science programs from cost plus to E&G graduate programs resulting in \$4.4M in savings and \$2.2M in savings at Housing due to vacancies and delayed maintenance projects.

Operating revenues and expenses for FY 2014-15 as compared to FY 2013-14 are slightly skewed due to the reporting change of Student Government Association (SGA) support for student centers and recreational centers from auxiliary funds to the Activity and Service funds. Overall, FY 2014-15 revenues are \$3.6M greater as compared to FY 2013-14 mostly due to \$9.4M from academic auxiliaries including College of Business programs, College of Education online graduate programs, and \$1.9M due to greater online program enrollment. The favorable revenue variance is partially offset by \$1.5M less in Housing revenue due to the closing of Bay Vista at Biscayne Bay Campus and \$5M decrease in other auxiliary enterprises like university wide network printing, and student printing.

Total operating expenses for FY 2014-15 are \$12.3M greater than FY 2013-14. This is largely driven by increases in academic auxiliary programs for the College of Business \$3.3M and two new online graduate programs through the College of Education \$1.5M, \$4.5M associated with new Housing positions and planned improvements to existing complexes, and \$2.4M from delayed repairs and maintenance for University parking facilities.

In FY 2014-15, capital expenditures represent continued contribution to Management and New Growth Opportunities (MANGO) and Parking Garage VI (PGVI) buildings, proceeds from Royal Caribbean International partnership for construction of replacement parking spaces at Biscayne Bay Campus, and renovations to University Apartments, Panther Hall and the Housing Quad area.

**Florida International University
Financial Summary
Academic Auxiliaries**

| <i>(In thousands of dollars)</i> | Final Budget 2013-14 | Forecast 2013-14 | Forecast vs. Final Budget | Requested Budget 2014-15 | Forecast vs. Requested Budget |
|----------------------------------|---------------------------------|-----------------------------|--------------------------------------|-------------------------------------|--|
| Operating Revenues | \$ 89,244 | \$ 84,733 | \$ (4,511) | \$ 93,982 | \$ 9,249 |
| Expenditures | | | | | |
| Salaries and Benefits | 37,917 | 34,005 | (3,912) | 37,886 | 3,881 |
| OPS | 11,187 | 10,887 | (299) | 11,667 | 780 |
| Expense | 37,430 | 35,632 | (1,798) | 38,221 | 2,589 |
| OCO | 248 | 217 | (31) | 213 | (4) |
| Debt Service Interest | - | - | - | - | - |
| Total Operating Expenses | 86,781 | 80,742 | (6,040) | 87,988 | 7,246 |
| Net Operating Income | 2,463 | 3,992 | 1,529 | 5,994 | 2,002 |
| Investment Revenues | 23 | 14 | (9) | 16 | 3 |
| Principal Payment of Debt | - | - | - | - | - |
| Operational Transfers | (1,549) | (885) | 664 | (1,603) | (718) |
| Change in Net Assets | 936 | 3,120 | 2,185 | 4,407 | 1,287 |
| Fund Balance | | | | | |
| Beginning Fund balance | 47,282 | 47,702 | | 46,571 | |
| Change in Net Assets | 936 | 3,120 | | 4,407 | |
| Capital Expenditures | (14,595) | (4,399) | | (4,000) | |
| Third Party Transfers | - | - | | - | |
| Institutional Transfers | 472 | 148 | | 404 | |
| Total Fund Balance | \$ 45,665 | \$ 46,571 | | \$ 47,382 | |

Academic Auxiliary programs are comprised primarily of market rate programs, web based courses, conferences, labs, recharge centers, and distance learning programs. The revenues generated serve to support the actual programs and their growth.

Financial Highlights

FY 2013-14 operating revenues are \$4.5M less than budget due to the transition of the College of Nursing and Health Sciences cost plus programs to E&G graduate programs resulting in \$3.6M loss in revenue, decreasing demand/enrollment for College of Business graduate programs (enrollment is down from 1,393 in FY 2012-13 to 1,301 in FY 2013-14) resulting in a \$2.6M loss in revenue, and \$1.3M less revenue from the ongoing operations of the School of Hospitality and Tourism Management. The reductions are partially offset by new programs for the College of Education resulting in \$0.4M additional revenue, \$0.5M from College of Engineering and Computer Science programs, and \$1.6M from greater enrollment in online distance learning programs.

FY 2013-14 overall operating expenses are \$6M below budget due to the transition from College of Nursing and Health Science programs to E&G graduate programs resulting in \$4.4M variance, \$0.7M savings from FIU Online, and \$2.7M savings due to lower than expected enrollment in College of Business graduate programs. Operating expense savings are partially offset by greater than anticipated costs associated with College of Engineering and Computer Science programs (\$0.3M) and new College of Education online graduate programs (\$0.2M).

Capital expenditures in FY 2013-14 are below budget due to delays in billing for the construction of the Management and New Growth Opportunities (MANGO) building.

Operating revenues for FY 2014-15 are projected to increase by \$9.2M as compared to FY2013-14, driven in large part by a \$3.3M increase in College of Business programs as they transition to specialized master's degree programs versus MBA programs and focus more on healthcare and international programs, \$1.7M increase due to new College of Education online graduate programs in Curriculum and Special Education, \$0.6M increase related to the School of Hospitality Management's Institute of Hospitality and Tourism Education and Research (IHTER), and \$1.9M increase due to greater projected enrollment in online programs.

Operating expenses for FY 2014-15 are projected to increase by \$7.3M as compared to FY 2013-14 forecast and mostly driven by \$3.3M in salary and operating expenses associated with College of Business projected growth, \$1.5M from operating and OPS expenses due to two new College of Education online graduate programs, \$0.8M due to higher enrollment in online programs most of which is from additional salary costs, \$0.4M increase in salary and OPS related costs associated with ongoing College of Arts and Sciences operations, and \$0.3M from the School of Hospitality Management's Institute of Hospitality and Tourism Education and Research (IHTER).

Capital expenditures in FY 2014-15 include cash outflows for the continued construction of the MANGO building.

Florida International University
Financial Summary
Housing

| <i>(In thousands of dollars)</i> | Final Budget 2013-14 | Forecast 2013-14 | Forecast vs. Final Budget | Requested Budget 2014-15 | Forecast vs. Requested Budget |
|----------------------------------|---------------------------------|-----------------------------|--------------------------------------|-------------------------------------|--|
| Operating Revenues | \$ 29,237 | \$ 28,664 | \$ (572) | \$ 27,125 | \$ (1,539) |
| Expenditures | | | | | |
| Salaries and Benefits | 4,020 | 3,787 | (233) | 4,187 | 400 |
| OPS | 1,386 | 996 | (390) | 2,329 | 1,333 |
| Expense | 10,630 | 9,774 | (856) | 12,789 | 3,015 |
| OCO | 415 | 88 | (327) | 24 | (64) |
| Debt Service Interest | 5,004 | 4,527 | (477) | 4,321 | (206) |
| Total Operating Expenses | 21,455 | 19,172 | (2,283) | 23,650 | 4,478 |
| Net Operating Income | 7,781 | 9,492 | 1,711 | 3,475 | (6,017) |
| Investment Revenues | 16 | 11 | (4) | 13 | 2 |
| Principal Payment of Debt | (4,957) | (5,175) | (218) | (5,401) | (226) |
| Operational Transfers | 28 | 26 | (2) | 33 | 8 |
| Change in Net Assets | 2,868 | 4,355 | 1,487 | (1,879) | (6,233) |
| Fund Balance | | | | | |
| Beginning Fund balance | 23,943 | 24,533 | | 26,428 | |
| Change in Net Assets | 2,868 | 4,355 | | (1,879) | |
| Capital Expenditures | (6,365) | (2,460) | | (7,590) | |
| Third Party Transfers | - | - | | - | |
| Institutional Transfers | - | - | | - | |
| Total Fund Balance | \$ 20,446 | \$ 26,428 | | \$ 16,959 | |

The Housing Auxiliary generates revenues in the form of rental income from students seeking housing accommodations on campus and from summer conference housing.

Financial Highlights

Occupancy in FY 2013-14 averaged 97.4% at the Modesto Maidique Campus (MMC) and 82% at the Biscayne Bay Campus (BBC). The aggregate FY 2013-14 blended occupancy rate was higher than expected at 95% (versus 92% as budgeted). Revenue in FY 2013-14 is slightly lower than budgeted due to the closing of Bay Vista housing complex at BBC at the end of Spring 2014 and lower than expected occupancy for the summer semester partially due to the closure of Lakeview Hall for repairs and maintenance. Operating expense variances were attributable to vacancies in administrative positions in Facilities, Housing Central, Residential Life; OPS savings due to vacant positions, and delays in maintenance projects.

Capital expenditures in FY 2013-14 represent remaining cash outflows for the construction of Parkview housing complex.

Expected occupancy in FY 2014-15 is projected at 97% for MMC and 0% at BBC (due to closing of Bay Vista), which represents a 2% increase in projected occupancy at MMC complexes as compared to FY 2013-14 budget. There is no increase in housing rental or meal plan rates in FY 2014-15. The overall decline in revenue is driven by the closing of BBC, but is in part offset by higher occupancy at Lakeview, Everglades, Parkview, and Tower complexes.

Higher operating expenses in FY 2014-15 are mostly attributable to the recruitment of three positions and a placeholder for across the board salary adjustments, rate increases for OPS positions to widen the pool of qualified applicants, projected increases in contractual or municipal services, and planned improvements and repairs to MMC complexes.

Capital expenditures in FY 2014-15 represent renovations to University Apartments, Panther Hall and the Quad area.

Housing continues to have sufficient operating revenues to cover the debt service payment and meet required debt service ratios. The fund balance is held as a reserve as required as part of the bond indenture for major repairs and capital replacement, and for future expansion of Housing facilities.

**Florida International University
Financial Summary
Parking and Transportation**

| <i>(In thousands of dollars)</i> | Final Budget 2013-14 | Forecast 2013-14 | Forecast vs. Final Budget | Requested Budget 2014-15 | Forecast vs. Requested Budget |
|----------------------------------|---------------------------------|-----------------------------|--------------------------------------|-------------------------------------|--|
| Operating Revenues | \$ 14,117 | \$ 14,534 | \$ 417 | \$ 15,353 | \$ 819 |
| Expenditures | | | | | |
| Salaries and Benefits | 2,636 | 2,534 | (102) | 2,828 | 294 |
| OPS | 485 | 493 | 8 | 573 | 80 |
| Expense | 3,818 | 3,887 | 69 | 4,875 | 989 |
| OCO | 28 | 10 | (18) | 48 | 38 |
| Debt Service Interest | 3,056 | 3,026 | (30) | 4,053 | 1,026 |
| Total Operating Expenses | 10,022 | 9,950 | (72) | 12,377 | 2,427 |
| Net Operating Income | 4,095 | 4,584 | 489 | 2,976 | (1,608) |
| Investment Revenues | 6 | 4 | (2) | 5 | 1 |
| Principal Payment of Debt | (2,890) | (4,420) | (1,530) | (2,875) | 1,545 |
| Operational Transfers | 168 | 213 | 45 | 168 | (45) |
| Change in Net Assets | 1,379 | 381 | (998) | 274 | (108) |
| Fund Balance | | | | | |
| Beginning Fund balance | 10,961 | 10,573 | | 10,806 | |
| Change in Net Assets | 1,379 | 381 | | 274 | |
| Capital Expenditures | (4,500) | (149) | | (6,000) | |
| Third Party Transfers | - | - | | - | |
| Institutional Transfers | - | - | | - | |
| Total Fund Balance | \$ 7,840 | \$ 10,806 | | \$ 5,080 | |

The Parking and Transportation auxiliary operating revenues are primarily generated from parking decals and fees charged to students, faculty, staff and visitors. There are currently 5 garages and 52 parking lots in operation totaling 14,658 parking spaces. In addition, this auxiliary also services all vehicles owned by the University.

Financial Highlights

In FY 2013-14, favorable revenue variance is mostly due to a regulation change which allows for the collection of parking fees from students enrolled in online courses (not fully online students). Favorable variance in expenditures is driven by salary savings from vacant positions, and is offset by higher than anticipated operating costs and garage maintenance.

In FY 2012-13, the Board of Governors approved the issuance of a fixed rate revenue bond not to exceed \$33.5M for the purpose of financing Parking Garage VI on Modesto Maidique Campus, with the restriction that student parking access fees will not increase for the next six fiscal years.

For FY 2014-15, operating revenues are projected to be approximately \$0.8M higher than FY 2013-14 due to a change in the treatment for students enrolled in online courses requiring them to pay the student parking access fee. Vehicle services revenue is projected to be static in FY 2014-15. Higher operating expenses are mostly due to scheduled repairs and maintenance, accompanied by an increase in debt service cost associated with the new Parking Garage VI and the filling of vacant positions.

Capital expenditures for FY 2014-15 include cash outflows for the construction of the Parking Garage VI building.

Parking continues to have sufficient operating revenues to cover the debt service payment and meet required debt service ratios. The fund balance is held as a reserve as required as part of the bond indenture for major repairs and capital replacement, and for future expansion of parking facilities.

**Florida International University
Financial Summary
Student Health Services**

| <i>(In thousands of dollars)</i> | Final Budget 2013-14 | Forecast 2013-14 | Forecast vs. Final Budget | Requested Budget 2014-15 | Forecast vs. Requested Budget |
|----------------------------------|---------------------------------|-----------------------------|--------------------------------------|-------------------------------------|--|
| Operating Revenues | \$ 10,758 | \$ 11,456 | \$ 697 | \$ 11,628 | \$ 173 |
| <u>Expenditures</u> | | | | | |
| Salaries and Benefits | 7,101 | 6,061 | (1,040) | 7,247 | 1,186 |
| OPS | 1,036 | 1,277 | 241 | 1,354 | 77 |
| Expense | 2,417 | 2,977 | 560 | 2,679 | (299) |
| OCO | 59 | 53 | (6) | 97 | 44 |
| Debt Service Interest | - | - | - | - | - |
| Total Operating Expenses | 10,612 | 10,368 | (244) | 11,377 | 1,008 |
| Net Operating Income | 146 | 1,088 | 942 | 252 | (836) |
| Investment Revenues | - | - | - | - | - |
| Principal Payment of Debt | - | - | - | - | - |
| Operational Transfers | - | (486) | (486) | - | 486 |
| Change in Net Assets | 146 | 601 | 456 | 252 | (349) |
| <u>Fund Balance</u> | | | | | |
| Beginning Fund balance | 5,849 | 5,885 | | 6,487 | |
| Change in Net Assets | 146 | 601 | | 252 | |
| Capital Expenditures | - | - | | - | |
| Third Party Transfers | - | - | | - | |
| Institutional Transfers | - | - | | - | |
| Total Fund Balance | \$ 5,995 | \$ 6,487 | | \$ 6,738 | |

The Student Health Centers at MMC and BBC provide health, wellness, and mental health care services to students, who fund the operations through a health fee paid each semester. Services provided at no additional cost include routine medical exams, certain screenings, medical education, counseling and disability services. Other clinical services, such as laboratory tests, immunization and pharmacy services, are available for a nominal fee.

Financial Highlights

FY 2013-14 operating revenues are \$0.7M higher collections from students enrolled in online courses. Operating expenses for FY 2013-14 are within tolerance as compared to original budget with a \$0.2M savings mainly from multiple unfilled positions. The savings from unfilled positions is partially due to increased OPS support and timing of OPS conversions to full-time positions.

For FY 2014-15, operating revenues are increasing by \$0.2M as compared to FY 2013-14 forecast, which is related to the 3% projected increase in enrollment considering the student health fee remains unchanged at \$93.69 per semester. Operating expenses for FY 2014-15 are increasing by \$1M mostly driven by salary costs associated with OPS conversions, equity adjustments, and additional positions supporting new preventive and wellness care services.

Florida International University
Financial Summary
Other Auxiliaries

| <i>(In thousands of dollars)</i> | Final Budget 2013-14 | Forecast 2013-14 | Forecast vs. Final Budget | Requested Budget 2014-15 | Forecast vs. Requested Budget |
|----------------------------------|---------------------------------|-----------------------------|--------------------------------------|-------------------------------------|--|
| Operating Revenues | \$ 51,927 | \$ 54,488 | \$ 2,561 | \$ 49,410 | \$ (5,077) |
| Expenditures | | | | | |
| Salaries and Benefits | 18,466 | 17,500 | (966) | 15,472 | (2,028) |
| OPS | 3,115 | 3,086 | (29) | 2,079 | (1,007) |
| Expense | 19,275 | 22,800 | 3,525 | 20,630 | (2,170) |
| OCO | 1,896 | 780 | (1,117) | 3,081 | 2,301 |
| Debt Service Interest | - | - | - | - | - |
| Total Operating Expenses | 42,752 | 44,165 | 1,413 | 41,262 | (2,903) |
| Net Operating Income | 9,175 | 10,323 | 1,148 | 8,149 | (2,174) |
| Investment Revenues | 28 | 19 | (9) | 22 | 2 |
| Principal Payment of Debt | - | - | - | - | - |
| Operational Transfers | 1,354 | 1,132 | (222) | 1,402 | 270 |
| Change in Net Assets | 10,557 | 11,474 | 917 | 9,572 | (1,902) |
| Fund Balance | | | | | |
| Beginning Fund balance | 46,622 | 51,475 | | 51,873 | |
| Change in Net Assets | 10,557 | 11,474 | | 9,572 | |
| Capital Expenditures | (8,449) | (10,647) | | (732) | |
| Third Party Transfers | - | - | | - | |
| Institutional Transfers | (555) | (429) | | 114 | |
| Total Fund Balance | \$ 48,175 | \$ 51,873 | | \$ 60,827 | |

Other auxiliaries include the remaining activities which have revenues essentially derived from the following:

- Commission and rental earnings from food service, bookstore and retail operations managed by the office of Business Services
- A&S support for Student, Recreation and Children's Centers will be reflected in Activity and Service fund from FY 2014-15.
- Interdepartmental services such as duplicating, information technology and telecom, construction service reimbursement charges and the auxiliary shared services fee. The shared services fee funds the pro-rata share of university-wide services indirectly benefitting auxiliary businesses (such as functions performed by legal, finance, human resources, etc.) along with funding special non-recurring projects.
- Other auxiliary enterprises support marketing and sponsorship activities, such as the operations of the South Beach Wine and Food Festival, along with alumni activities and miscellaneous university-wide initiatives.

Financial Highlights

FY 2013-14 favorable revenue variance of \$2.6M is driven by \$1.1M better than expected South Beach Wine and Food Festival ticket and sponsorship sales, \$0.2M related to ongoing Business Services operations, and \$0.9M for University Technology Services (UTS) of which \$0.7M is from the new Panther Tech store. The positive revenue variance is partially offset by \$0.3M shortfall due to timing of revenue collection in the Construction Services Reimbursement (CSR) auxiliary, a \$0.3M shortfall related to the Center for Leadership, and a \$0.1M shortfall due to less than expected Frost Art Museum catalog sales.

FY 2013-14 operating expenses are \$1.4M over budget and mainly driven by \$1.4M in startup investments made by University Technology Services (UTS) mainly from the new Panther Tech store, \$0.3M from Graham Center operations, and \$0.1M related to Business Services advertising revenue. Overages are partially offset by \$0.2M savings associated with the Construction Services Reimbursement (CSR) auxiliary, \$0.2M savings related to salary positions supported by the shared services fee, and \$0.1M savings from the South Beach Wine and Food Festival.

Capital expenditures for FY 2013-14 include expenses for renovations to the Fresh Food Company, Biscayne Bay Recreation Center, and Wolfe University Center, continued construction of Management and New Growth Opportunities (MANGO) building, and build-out of the new Panther Tech Store in the Graham Center.

Florida International University
Financial Summary

In FY 2014-15, revenues are planned to decrease by \$5.1M as compared to FY 2013-14 due to a reporting change of \$6.7M support for recreation and student centers from the Student Government Association (SGA) which will be reported in the Activity and Service fund, \$0.8M conservative projected to decrease in South Beach Wine and Food Festival ticket sales, and \$0.8M decrease in university wide network printing/student printing revenue. These shortfalls are partially offset by \$3M increase in Panther Tech revenue reflective of a full year operations, \$0.2M in food service revenue, and \$0.2M in recreational services.

FY 2014-15 operating expenses are down by \$2.9M as compared to FY 2013-14 due to the reporting change of SGA support of recreation and student centers of \$6.7M reported only in the Activity and Service fund, and \$0.5M savings from university wide network printing/student printing. These operating savings are partially offset by \$1.2M increase mainly related to the new Panther Tech store, \$0.4M related to the South Beach Wine and Food Festival, and \$0.4M related to auxiliary administration activities supported by the shared services fee.

Capital expenditures in FY 2014-15 represent proceeds from Royal Caribbean International partnership for construction of replacement parking spaces at Biscayne Bay Campus.

**Florida International University
Financial Summary
Intercollegiate Athletics**

| | Final Budget | Forecast | Forecast vs. | Requested Budget | Forecast vs. |
|----------------------------------|---------------------|------------------|---------------------|-------------------------|-------------------------|
| <i>(In thousands of dollars)</i> | 2013-14 | 2013-14 | Final Budget | 2014-15 | Requested Budget |
| Operating Revenues | \$ 25,355 | \$ 25,626 | \$ 272 | \$ 24,028 | \$ (1,599) |
| <u>Expenditures</u> | | | | | |
| Salaries and Benefits | 8,284 | 8,071 | (213) | 8,454 | 384 |
| OPS | 731 | 661 | (69) | 1,299 | 637 |
| Expense | 8,090 | 7,835 | (255) | 8,783 | 947 |
| Scholarships | 6,535 | 5,940 | (595) | 6,398 | 459 |
| OCO | 10 | 29 | 19 | - | (29) |
| Total Operating Expenses | 23,650 | 22,536 | (1,114) | 24,934 | 2,398 |
| Net Operating Income | 1,705 | 3,090 | 1,385 | (906) | (3,996) |
| Investment Revenues | 1 | 0 | (1) | 1 | 1 |
| Operational Transfers | 400 | 400 | 0 | - | (400) |
| Change in Net Assets | 2,106 | 3,490 | 1,384 | (905) | (4,395) |
| <u>Fund Balance</u> | | | | | |
| Beginning Fund Balance | 350 | 932 | | 2,730 | |
| Change in Net Assets | 2,106 | 3,490 | | (905) | |
| Capital Expenditures | - | (158) | | - | |
| Institutional Transfers | (1,634) | (1,534) | | (1,565) | |
| Total Fund Balance | \$ 822 | \$ 2,730 | | \$ 260 | |

Intercollegiate Athletics is the functional area of the University responsible for team sports and their support activities. The Athletics Stadium operations and its associated bonds are reflected in the Athletics Finance Corp., a Direct Support Organization (DSO) within FIU.

Financial Highlights

FY 2013-14 revenues end favorable to budget, primarily due to higher NCAA & Conference participation payments as part of Athletics Conference change from the Sun Belt to Conference USA.

FY 2013-14 forecast expenses are below budget. The main driver is in scholarship expense, mainly football, where there were less scholarships and less credit hours than budgeted. Additionally, there were savings due to vacant positions due to employee turnover, as well as a reduction in student athletes' medical insurance claims paid.

Capital expenditures include cash outflows towards finalizing the new softball stadium seating.

Institutional transfers consist primarily of payments to the Athletics Finance Corporation of pledged revenues applied towards the payment of Stadium debt service payments.

Athletic Fees remain unchanged in FY 2014-15 at \$16.10 per credit hour and \$10 per semester. In FY 2014-15, revenues are projected to decrease primarily driven by game guarantees as FIU Football will be hosting 8 home games. Expenses are increasing also as a result of additional home football games, resulting in higher game guarantees paid and game day operating expenses.

Institutional transfers primarily consist of payments to the Athletics Finance Corporation of pledged revenues applied towards the payment of Stadium debt service payments and funding of the FIU marching band.

In FY 2010-11, Treasury Operations entered into a working capital agreement with Athletics in which four annual disbursements will be made totaling \$5.0M. The first three disbursements were made in June 2011, December 2011, and June 2013 in the amounts of \$1.9M, \$1.8M, and \$0.9M respectively. The fourth and last disbursement for \$0.4M will be made in June 2014. These disbursements are reflected as operational transfers.

**Florida International University
Financial Summary
Activity and Service**

| | Final Budget ¹ | Forecast | Forecast vs. | Requested Budget | Forecast vs. |
|----------------------------------|---------------------------|------------------|---------------------|------------------|-------------------------|
| <i>(In thousands of dollars)</i> | 2013-14 | 2013-14 | Final Budget | 2014-15 | Requested Budget |
| Operating Revenues | \$ 15,527 | \$ 16,196 | \$ 669 | \$ 16,180 | \$ (16) |
| Expenditures | | | | | |
| Salaries and Benefits | 2,575 | 2,401 | (174) | 6,761 | 4,360 |
| OPS | 870 | 870 | 0 | 2,297 | 1,427 |
| Expense | 12,623 | 12,890 | 267 | 7,413 | (5,477) |
| OCO | - | 86 | 86 | 80 | (6) |
| Total Operating Expenses | 16,068 | 16,247 | 179 | 16,550 | 303 |
| Net Operating Income | (540) | (51) | 489 | (370) | (319) |
| Investment Revenues | | - | - | - | - |
| Change in Net Assets | (540) | (51) | 489 | (370) | (319) |
| Fund Balance | | | | | |
| Beginning Fund Balance | 9,617 | 9,752 | | 9,712 | |
| Institutional Transfers | 189 | 11 | | (84) | |
| Change in Net Assets | (540) | (51) | | (370) | |
| Total Fund Balance | \$ 9,265 | \$ 9,712 | | \$ 9,258 | |

¹ Final budget FY 2013-14 has been restated to reflect a reporting change whereby waivers for Activities and Service are now reported as an offset to revenue instead of an expense, consistent with university wide reporting of waivers. There is no impact to the overall budget as this is a shift between revenues and expenses.

The Activity and Service Fee fund is the student life component of the University which supports clubs, organizations, student centers and recreational sports for all campuses. The purpose of this activity is to provide students with the opportunity to enhance learning through co-curricular activities. The principle funding source for this activity fee is a per credit hour fee charged to all students

Financial Highlights

Forecast revenues in FY 2013-14 are above budget mainly due to higher than projected enrollment and unbudgeted Homecoming and fundraising revenues. Expenses are above budget due to unbudgeted building rental, homecoming activities and scholarships offset by savings from vacant positions.

The Activity and Service Fee will remain unchanged in FY 2014-15 at \$12.87 per student credit hour.

FY 2014-15 revenues are essentially flat vs. FY 2013-14 forecast. Expenses are projected to increase vs. FY 2013-14 forecast due to budgeting of vacant positions and increases associated with student related services and facilities.

The fund balance is held as a reserve to cover unexpected repairs and building maintenance at the Wolfe University Center, Graham Center and both Modesto Maidique Campus and Biscayne Bay Campus recreation centers.

**Florida International University
Financial Summary
Technology Fee**

| | Final Budget | Forecast | Forecast vs. | Requested Budget | Forecast vs. |
|----------------------------------|---------------------|-----------------|---------------------|-------------------------|-------------------------|
| <i>(In thousands of dollars)</i> | 2013-14 | 2013-14 | Final Budget | 2014-15 | Requested Budget |
| Operating Revenues | \$ 9,019 | \$ 9,163 | \$ 145 | \$ 9,611 | \$ 447 |
| Expenditures | | | | | |
| Salaries and Benefits | 885 | 926 | 41 | 916 | (10) |
| OPS | 692 | 607 | (84) | 447 | (160) |
| Expense | 5,863 | 7,163 | 1,301 | 6,612 | (551) |
| OCO | 1,500 | 1,970 | 470 | 1,945 | (25) |
| Total Operating Expenses | 8,939 | 10,667 | 1,728 | 9,921 | (746) |
| Net Operating Income | 80 | (1,503) | (1,583) | (310) | 1,194 |
| Investment Revenues | - | - | - | - | - |
| Change in Net Assets | 80 | (1,503) | (1,583) | (310) | 1,194 |
| Fund Balance | | | | | |
| Beginning Fund Balance | 420 | 3,233 | | 1,696 | |
| Change in Net Assets | 80 | (1,503) | | (310) | |
| Capital Expenditures | - | (33) | | - | |
| Institutional Transfers | - | - | | - | |
| Total Fund Balance | \$ 500 | \$ 1,696 | | \$ 1,386 | |

Technology fee revenues are 5% of base tuition. The fee revenues are used to enhance instructional technology resources for students and faculty. Project proposals are reviewed by the Technology Fee Committee which makes investment recommendations to the President for final approval. The Committee is composed of 12 members (6 students & 6 Faculty / Staff) from across the University.

Financial Highlights

Current projects include the renovation of classrooms and computer labs with state-of-the art technology, upgrading Engineering Center computer labs, and classroom maintenance and enhancement, etc.

FY 2013-14 revenues are \$0.1M higher mainly due to greater than anticipated enrollment. Operating expenditures are \$1.7M higher than budgeted considering multi-year projects are being completed.

FY 2014-15 revenues are \$0.5M higher due to graduate tuition increases, fees associated with market rate programs, and 3% overall increase in student credit hours. Operating expenses track closely to revenue and the overall goal of reducing fund balance associated with multi-year projects.

Florida International University
Financial Summary
Board Approved Fees

| | Final Budget | Forecast | Forecast vs. | Requested Budget | Forecast vs. |
|---------------------------------|---------------|---------------|-----------------|------------------|------------------|
| (In thousands of dollars) | 2013-14 | 2013-14 | Final Budget | 2014-15 | Requested Budget |
| Operating Revenues | \$ 502 | \$ 316 | \$ (186) | \$ 316 | \$ (1) |
| Expenditures | | | | | |
| Salaries and Benefits | - | - | - | - | - |
| OPS | - | - | - | - | - |
| Expense | 502 | 316 | 186 | 316 | 1 |
| OCO | - | - | - | - | - |
| Total Operating Expenses | 502 | 316 | 186 | 316 | 1 |
| Net Operating Income | - | (0) | 0 | - | 0 |
| Investment Revenues | - | - | - | - | - |
| Change in Net Assets | - | (0) | (0) | - | 0 |
| Fund Balance | | | | | |
| Beginning Fund Balance | 161 | 9 | | 9 | |
| Change in Net Assets | - | (0) | | - | |
| Capital Expenditures | - | - | | - | |
| Institutional Transfers | - | - | | - | |
| Total Fund Balance | \$ 161 | \$ 9 | | \$ 9 | |

Board Approved Fees are fees specific to the University and have been approved by the Board of Governors.

This fee currently consists of the Florida Bar Test Preparation Fee.

Only those students in certain programs where licensing to practice requires successful completion of an examination and where FIU provides this preparation through a third party vendor are charged the fee. Only students in the College of Law Bar Preparation course are required to pay the fee.

The purpose of the test preparation fee is to increase accessibility to test preparation courses in programs where students are expected to obtain specific preparation for a practice-based examination. By making the test preparation a required activity in the final semester of the program, the fee will be part of the cost of attendance and thus eligible for financial aid.

Financial Highlights

FY 2013-14 revenues are \$0.2M less than budgeted due to a decrease in student body size associated with the College of Law's rise in national rankings resulting in more selective admission criteria. Revenue in FY 2014-15 is projected to maintain FY 2013-14 levels, which reflects the reduction associated with a smaller student body.

FY 2013-14 expenses mirror revenue (flow-thru payments to third-party vendors) and reflect a \$0.2M decrease associated with the decline in student body size. It is projected that FY 2014-15 expenses will remain at this reduced level as compared to FY 2013-14 budget.

**Florida International University
Financial Summary
Contracts & Grants**

| | Final Budget | Forecast | Forecast vs. | Requested Budget | Forecast vs. |
|----------------------------------|---------------------|-------------------|---------------------|-------------------------|-------------------------|
| <i>(In thousands of dollars)</i> | 2013-14 | 2013-14 | Final Budget | 2014-15 | Requested Budget |
| Operating Revenues | \$ 102,029 | \$ 114,386 | \$ 12,357 | \$ 112,078 | \$ (2,307) |
| <u>Expenditures</u> | | | | | |
| Salaries and Benefits | 48,395 | 52,758 | 4,363 | 53,747 | 989 |
| OPS | 11,646 | 13,168 | 1,523 | 12,565 | (603) |
| Expense | 39,299 | 46,797 | 7,497 | 44,693 | (2,104) |
| OCO | 1,791 | 2,705 | 914 | 1,933 | (772) |
| Debt Service Interest | - | - | - | - | - |
| Total Operating Expenses | 101,131 | 115,427 | 14,296 | 112,938 | (2,490) |
| Net Operating Income | 898 | (1,042) | (1,940) | (859) | 182 |
| Investment Revenues | - | - | - | - | - |
| Change in Net Assets | 898 | (1,042) | (1,940) | (859) | 182 |
| <u>Fund Balance</u> | | | | | |
| Beginning Fund Balance | 19,261 | 18,016 | | 14,563 | |
| Change in Net Assets | 898 | (1,042) | | (859) | |
| Capital Expenditures | - | (2,059) | | - | |
| Third Party Transfers | - | - | | - | |
| Institutional Transfers | 58 | (353) | | (463) | |
| Total Fund Balance | \$ 20,217 | \$ 14,563 | | \$ 13,241 | |

Contracts and grants includes sponsored research, public service and training activities, incidental non-research initiatives, and direct support organization (DSO) reimbursements.

Sponsored research revenues are derived from federal, state, local and private sources in support of the sponsored programs of the University. The use of these funds is restricted to the specific purpose for which they are awarded. Sponsored research awards are comprised of direct costs and facilities & administrative (F&A) costs. Direct costs are those costs directly related to research projects such as the salaries and benefits of researchers and supplies, while F&A costs represent the University's overhead costs, which are not directly allocable to a specific project such as administrative functions, utilities, etc.

Expenditure levels of the Division of Research (DoR) administration are driven by the University's direct research expenditures and the associated F&A cost recovery. F&A cost recovery derived from sponsored research projects supports the administrative costs of sponsored research and provides funding to deans, department chairs, and faculty in support of research.

Incidental non-research activities receive revenue from external sources in exchange for goods or services. DSO Reimbursements are revenues received from the University's 501c3 DSO's which exist solely to support the University's mission.

Florida International University
Financial Summary
Contracts & Grants

Financial Highlights

The federally negotiated F&A cost reimbursement rate for on-campus research is currently 45%. Since state and other private sponsors often reimburse at a lower rate than the federally negotiated rate, the FY 2013-14 awarded actual recovery rate is 19.6%. The projected FY 2014-15 F&A returns on sponsored research are \$14M, which is equivalent to a blended rate of 19.7%.

FY 2013-14 revenues are \$12.4M higher than budget and primarily driven by a positive variance of \$11.2M in sponsored research revenues and \$3.4M in incidental non-research revenue. This surplus is partially offset by a \$2.2M shortfall in DSO reimbursements due to less activity than budgeted.

FY 2013-14 expenditures are \$14.3M greater than budgeted due to \$12.2M increased spending on sponsored research that is tied to greater than expected federal and other (private) sponsored revenue and \$4.5M on incidental non-research activities. These savings are partially offset by \$2.4M savings related to DSO reimbursements due to less activity than budgeted.

Capital expenditures in FY 2013-14 include lab renovations and contributions toward construction of the BP research building at Biscayne Bay Campus.

FY 2014-15 revenues are \$2.3M less than FY 2013-14 mainly due to an anticipated \$6.3M decline in federal and state sponsored research revenue and an overall decrease in incidental non-research revenue. FY 2014-15 shortfalls are partially offset by a \$6.3M increase in DSO reimbursements tied to greater support from the FIU HealthCare Network (HCN) and FIU Foundation.

FY 2014-15 expenditures are \$2.5M less than FY 2013-14, which is driven by decreased sponsored research spending of \$7.2M associated to the reduced federal grant revenue for FY 2014-15 and \$2.3M less spending on incidental non-research initiatives, which is offset by \$7.0M increased spending related to greater support from the Health Care Network and FIU Foundation.

DoR as budgeted will use 6.0% of F&A collected in FY 2014-15 to support administrative positions at Controller's office, Environmental Health and Safety (EH&S), Internal Audit, and the University Graduate School (USG). DoR will use 19% of F&A collected to directly support research at the University and 56% to support DoR internal operations.

**Florida International University
Financial Summary
Student Financial Aid**

| | Final Budget ¹ | Forecast | Forecast vs. | Requested Budget | Forecast vs. |
|---------------------------------|---------------------------|-------------------|-----------------|-------------------|------------------|
| (In thousands of dollars) | 2013-14 | 2013-14 | Final Budget | 2014-15 | Requested Budget |
| Operating Revenues | \$ 146,791 | \$ 152,082 | \$ 5,292 | \$ 153,690 | \$ 1,607 |
| Expenditures | | | | | |
| Salaries and Benefits | 1,725 | 1,717 | (8) | 1,949 | 232 |
| OPS | 1,792 | 1,509 | (283) | 2,052 | 543 |
| Expense | 143,491 | 152,709 | 9,218 | 148,226 | (4,483) |
| OCO | - | - | - | - | - |
| Total Operating Expenses | 147,008 | 155,935 | 8,927 | 152,227 | (3,708) |
| Net Operating Income | (217) | (3,852) | (3,635) | 1,463 | 5,315 |
| Investment Revenues | 19 | 8 | (10) | 10 | 2 |
| Change in Net Assets | (199) | (3,844) | (3,645) | 1,473 | 5,317 |
| Fund Balance | | | | | |
| Beginning Fund Balance | 13,127 | 12,729 | | 8,885 | |
| Change in Net Assets | (199) | (3,844) | | 1,473 | |
| Total Fund Balance | \$ 12,928 | \$ 8,885 | | \$ 10,358 | |

¹ Final budget FY 2013-14 has been restated to reflect a reporting change whereby waivers for Student Financial Aid are now reported as an offset to revenue instead of an expense, consistent with university wide reporting of waivers. There is no impact to the overall budget as this is a shift between revenues and expenses.

Student Financial Aid is the functional area of the University responsible for administering Financial Aid to students. It is comprised of funding from student financial aid fees, support from federal and state financial aid awards, institutional programs, as well as numerous private scholarships.

Financial Highlights

In FY 2013-14, the increase in revenues vs. budget was mainly driven by increases in Pell Grants totaling \$3.4M, Bright Futures Scholarships of \$1.5M, and institutional aid of \$1.3M; offset by a decrease in departmental scholarships of \$1.2M. The increase in Pell Grants was due to higher enrollment and an increase in the maximum award from \$5,550 to \$5,645 per student. The increase in Bright Futures was also due to higher enrollment which offset declines due to stricter eligibility requirements; SAT eligibility score for the Florida Medallion Scholars was raised from 980 to 1020 and ACT eligibility score from 21 to 22. The decline in departmental scholarships is due to an accounting change whereby revenues and expense are recorded in the original funding source instead of in the Financial Aid Fund. The increase in expenses is driven by the same factors as revenues, except for institutional aid where the University has utilized Financial Aid fund balance to increase merit-based scholarships as part of a strategy to increase the number of high achieving students, \$4.8M.

Revenue projections for FY 2014-15 show an increase over FY 2013-14 forecast due to the enrollment strategy to increase the number of high achieving students through merit-based scholarships totaling \$6.1M, and an increase in the maximum Pell Grant award from \$5,645 to \$5,730 totaling \$1.6M. These are offset by stricter eligibility requirements for Bright Futures Scholarships where SAT eligibility score for the Florida Medallion Scholars was raised from 1020 to 1170 and ACT eligibility score from 22 to 26, resulting in lower revenues of \$6.0M. FY 2014-15 expenses are lower than forecast due to changes in Pell Grants and Bright Futures Scholarships as described above for revenues.

OPS expense includes Federal Work Study. In FY 2013-14, OPS expenditures decreased slightly vs. budget mainly due to the University and department match which was implemented to offset award obligations after federal funding cuts and a lack of historical supplemental funding. In FY 2014-15, the amount per award and number of awards are increasing slightly along with department match continuing at 25% of the award.

Student Financial Aid includes institutional aid revenues which are derived from financial aid fees to students (net of administrative costs), allocation from tuition differential fee (30% of fees collected), University strategic allocations and E&G tuition allocations. FY 2014-15 budgeted revenue of \$37.4M is projected to increase by \$5.2M, mainly driven by the enrollment strategy to increase the number of high achieving students which will be funded by additional institutional funds.

**Florida International University
Financial Summary
Concessions**

| | Final Budget | Forecast | Forecast vs. | Requested Budget | Forecast vs. |
|----------------------------------|---------------------|-----------------|---------------------|-------------------------|-------------------------|
| <i>(In thousands of dollars)</i> | 2013-14 | 2013-14 | Final Budget | 2014-15 | Requested Budget |
| Operating Revenues | \$ 706 | \$ 772 | \$ 66 | 756 | \$ (16) |
| <u>Expenditures</u> | | | | | |
| Salaries and Benefits | 1 | 4 | 3 | - | (4) |
| OPS | 14 | 49 | 35 | 104 | 56 |
| Expense | 691 | 571 | (120) | 652 | 81 |
| OCO | - | - | - | - | - |
| Total Operating Expenses | 706 | 623 | (83) | 756 | 133 |
| Net Operating Income | 0 | 149 | 149 | 0 | (149) |
| Investment Revenues | - | - | - | - | - |
| Change in Net Assets | 0 | 149 | 149 | 0 | (149) |
| <u>Fund Balance</u> | | | | | |
| Beginning Fund Balance | 499 | 587 | | 736 | |
| Institutional Transfers | - | - | | - | |
| Change in Net Assets | 0 | 149 | | 0 | |
| Total Fund Balance | \$ 499 | \$ 736 | | \$ 736 | |

This activity contains all the commission based revenues from beverage and pouring, snack vending as well as student housing laundry machines. The commission revenues in the concession fund are used to support the purchase of food and refreshment items at University wide events, e.g., holiday party, faculty and staff recruitment, commencements, training, lecture series, board of trustees, student housing socials and convocation events.

Financial Highlights

The beverage pouring and vending contract with Pepsi provides an annual amount for sponsorship in addition to commission on product sales. Pepsi will provide an annual tiered sponsorship for exclusive pouring rights valued at \$5.0M over the life of the contract which ends in FY 2017-18.

The increase in revenue in FY 2013-14 was due to higher vending sales and laundry services revenue. This was directly attributed to the increased functionality of card readers on vending machines, and new laundry machines at Modesto A. Maidique Campus (MMC) & Biscayne Bay Campus (BBC) coupled with an overall higher occupancy rate in residences and a rate increase of \$0.25 cents per load.

The decline in revenue in FY 2014-15 vs. FY 2013-14 forecast is driven by lower laundry machine revenue as a result of the closure of Bay Vista Housing (BVH) at BBC in Spring 2014. The concessions fund will receive \$325K of Pepsi sponsorship revenue in FY 2014-15.

**Florida International University
Financial Summary
FIU Athletics Finance Corp**

| | Final Budget | Forecast | Forecast vs. | Requested Budget | Forecast vs. |
|--|---------------------|-----------------|---------------------|-------------------------|-------------------------|
| <i>(In thousands of dollars)</i> | 2013-14 | 2013-14 | Final Budget | 2014-15 | Requested Budget |
| Total Revenues | \$ 3,612 | \$ 3,420 | \$ (193) | \$ 3,555 | \$ 135 |
| <u>Expenditures</u> | | | | | |
| Salaries | - | - | - | - | - |
| OPS | - | - | - | - | - |
| Expense | 749 | 961 | 212 | 892 | (69) |
| OCO | - | - | - | - | - |
| Net Unrealized Investment Loss | - | (8) | (8) | - | 8 |
| Debt Service Interest | 1,634 | 1,435 | (199) | 1,455 | 20 |
| Total Operating Expenses | 2,383 | 2,388 | 5 | 2,346 | (42) |
| Net Operating Income | 1,230 | 1,032 | (198) | 1,209 | 177 |
| Principal Payment of Debt ¹ | (656) | (656) | 0 | (677) | (20) |
| Change in Net Assets | 573 | 375 | (198) | 532 | 157 |
| <u>Net Assets</u> | | | | | |
| Beginning Net Assets | 5,822 | 4,085 | | 4,460 | |
| Change in Net Assets | 573 | 375 | | 532 | |
| Total Net Assets | \$ 6,395 | \$ 4,460 | | \$ 4,992 | |

The Athletics Finance Corp serves as the entity to finance and operate the FIU Football Stadium. Primary sources of revenues are transferred into the AFC from the University's Athletics Department and include beverage vending and pouring contract support, naming rights, premium suite and ticket revenues and a percentage of athletic student fees (per statute 1010.62). These revenue streams are pledged for the annual debt service associated with the stadium's construction cost.

Financial Highlights

FY 2013-14 revenue is \$0.2M lower than budgeted mainly due to shortfalls in sponsorship revenue and naming rights. These shortfalls are partially offset by increases in ticket sales, demand for premium seating, concessions and catering, and external special events.

FY 2013-14 operating expenses are slightly higher than budgeted due to unanticipated scoreboard repairs and incremental increase in operating expenses associated with greater revenue from special events. These overages are partially offset by favorable interest rates on debt service and savings on utilities.

FY 2014-15 revenues are projected to increase by 4%, which is driven by two additional home games resulting in increased ticket sales, concessions, premium seating, and stadium naming rights revenue.

FY 2014-15 operating expenses are slightly less than FY 2013-14 and mostly due to \$0.2M less scoreboard repairs and maintenance, which is offset by greater game day related expenses.

Florida International University
Financial Summary
FIU Foundation Inc.

| | Final Budget ¹ | Forecast | Forecast vs. | Requested Budget | Forecast vs. |
|--|---------------------------|------------------|-------------------|------------------|------------------|
| (In thousands of dollars) | 2013-14 | 2013-14 | Final Budget | 2014-15 | Requested Budget |
| REVENUES: | | | | | |
| <u>Contributions:</u> | | | | | |
| Endowments | \$ 18,847 | \$ 6,979 | \$ (11,868) | \$ 19,704 | \$ 12,725 |
| Scholarships & Programs (Non-Endowed) | 19,569 | 11,511 | (8,058) | 18,504 | 6,994 |
| Building Funds | 3,901 | 2,661 | (1,240) | 7,321 | 4,660 |
| Annual Fund | 1,259 | 641 | (618) | 1,418 | 777 |
| Pledged Revenue | - | - | - | - | - |
| Total Contributions | 43,576 | 21,792 | (21,784) | 46,947 | 25,155 |
| <u>Other Revenues:</u> | | | | | |
| MARC Building - Rental Income | 1,672 | 1,837 | 165 | 1,694 | (143) |
| Foundation Enterprise Holdings I | 227 | 208 | (19) | 190 | (18) |
| Foundation Enterprise Holdings II | 130 | 62 | (68) | 75 | 13 |
| Foundation Enterprise Holdings III | - | 1,481 | 1,481 | 187 | (1,294) |
| Foundation Enterprise Holdings IV | - | 34 | 34 | 50 | 16 |
| Estimated Investment Returns | 12,726 | 20,497 | 7,770 | 14,406 | (6,090) |
| Total Other revenues | 14,755 | 24,118 | 9,364 | 16,603 | (7,516) |
| Total Revenues | 58,331 | 45,910 | (12,421) | 63,549 | 17,639 |
| EXPENDITURES: | | | | | |
| <u>University Programs:</u> | | | | | |
| Scholarships & Programs | 14,106 | 12,209 | (1,897) | 14,591 | 2,382 |
| Building Funds | 3,552 | 2,968 | (584) | 1,643 | (1,324) |
| Annual Fund | 926 | 925 | (2) | 975 | 51 |
| Total University programs | 18,584 | 16,101 | (2,483) | 17,210 | 1,109 |
| <u>Operational:</u> | | | | | |
| MARC Building | 904 | 621 | (283) | 692 | 72 |
| Foundation Enterprise Holdings I | 171 | 163 | (8) | 166 | 3 |
| Foundation Enterprise Holdings II | 79 | 97 | 18 | 73 | (24) |
| Foundation Enterprise Holdings III | - | 124 | 124 | 187 | 63 |
| Foundation Enterprise Holdings IV | - | 6 | 6 | 48 | 42 |
| Administrative Reserve | 1,743 | 1,742 | (1) | 1,783 | 42 |
| General Reserve | 6,686 | 4,505 | (2,181) | 6,219 | 1,714 |
| Total Operational Expenditures | 9,583 | 7,257 | (2,326) | 9,169 | 1,913 |
| Total Operating Expenses | 28,167 | 23,358 | (4,810) | 26,379 | 3,021 |
| Net Operating Income | \$ 30,164 | \$ 22,553 | \$ (7,611) | \$ 37,170 | \$ 14,617 |

Pending Board of Directors approval.

¹ Final budget FY 2013-14 for FIU Foundation Inc. has been restated due to a budgeting change whereby the Administrative Fee of \$2.8M has been excluded from both Revenues and Expenses as this amount was already reflected in the investment returns. There is no impact to the overall budget.

**Florida International University
Financial Summary
FIU Foundation Inc.**

Financial Highlights

Revenues:

Cash contributions for FY 2014-15 are projected at \$46.9M, \$19.7M is endowed (a \$12.7M increase over FY 2013-14 forecast), \$18.5M is non-endowed (a \$7M increase over FY 2013-14 forecast), \$7.3M (a \$4.7M increase over FY 2013-14 forecast) is for buildings, and the remaining 3% is unrestricted annual revenue. FY 2014-15 endowment revenue is based on pledge payments on existing receivables, cash installments on new gifts, and other outright or recurring cash gifts to Foundation. Non-endowed scholarships and program receipts are driven mainly by the College of Arts and Sciences, College of Education, College of Medicine, and Wolfsonian Museum which total 51%. Altogether, the projected revenues for FY 2014-15 are consistent with the Capital Campaign plan.

The MARC building is currently at 100% occupancy but conservatively budgeted at 95% occupancy with rental rates flat versus FY 2013-14.

The Foundation has acquired several properties; the operating budget of each property is included in the Foundation budget.

Foundation Enterprise Holdings I is a wholly-owned subsidiary of the Foundation consisting of 5,353 square feet of commercial real-estate on Washington Avenue on Miami Beach. Budgeted rental income is derived from three tenants; there is a 10% vacancy rate built into the budget.

Foundation Enterprise Holdings II is a single member LLC currently holding the Jewish Museum of Florida - FIU building. Budgeted revenues in FY 2014-15 are derived from transfers made from the Foundation to support building expenses.

Foundation Enterprise Holding III is a single member LLC currently holding real property located on 100 East Flagler Street. In FY 2014-15, budgeted revenues of \$0.2M consist of expected lease rental payments from Wolfsonian-FIU to cover building expenses.

Foundation Enterprise Holdings IV is a single member LLC currently holding real property in Islamorada that supports the Aquarius Reef Base project. In FY 2014-15, budgeted revenues are derived from payments to be made by the College of Arts and Sciences per the lease agreement and will be used to fund necessary building expenses.

Investment returns for FY 2014-15 are projected at 6% or \$14.4M and assume a \$225M beginning fund value and net cash flows into the portfolio consistent with budgeted cash receipts and expenses.

Expenses:

FY 2014-15 Scholarships and Programs expenses are increasing by 20% over FY 2013-14 forecast and are budgeted at \$14.6M. The College of Medicine, College of Arts & Sciences, College of Business Administration, Wolfsonian Museum, and University-Wide scholarships and programs account for 68% of this budget.

Donated building funds proceeds of \$1.6M have been budgeted in FY 2014-15 to cover \$1.3M of renovations and improvements to existing facilities, mainly Hospitality Management Dining Facility, College of Business Administration Building Complex, the Frost Art Museum, and Wolfsonian Museum. An additional \$0.3M is budgeted to cover design costs for the International Center for Tropical Botany (ITCB). Altogether, building expenses are \$1.3M less than FY 2013-14 forecast.

Budgeted MARC building expenses are 12% higher than FY 2013-14 forecast; the main driver is a non-recurring expense of \$30,000 for lit signage for the exterior of the building. The balance in the MARC reserve is as of March 31, 2014 is \$6.2M.

Foundation Enterprise Holdings I expenses reflect customary costs related to owning commercial real estate including management fees and a replacement reserve. Foundation Enterprise Holdings II through IV expenses include bank fees, repairs and maintenance, other building costs, and real estate taxes.

**Florida International University
Financial Summary
FIU Health Care Network**

| | Final Budget | Forecast | Forecast vs. | Requested Budget | Forecast vs. |
|----------------------------------|---------------------|-----------------|---------------------|-------------------------|-------------------------|
| <i>(In thousands of dollars)</i> | 2013-14 | 2013-14 | Final Budget | 2014-15 | Requested Budget |
| Total Revenues | \$ 3,790 | \$ 4,569 | \$ 779 | \$ 11,138 | \$ 6,568 |
| <u>Expenditures</u> | | | | | |
| Salaries | 3,579 | 4,061 | 482 | 7,171 | 3,110 |
| OPS | 305 | 289 | (16) | 1,078 | 789 |
| Expense | 982 | 1,318 | 336 | 3,473 | 2,155 |
| OCO | - | - | - | - | - |
| Debt Service Interest | 104 | 100 | (4) | 112 | 13 |
| Total Operating Expenses | 4,969 | 5,767 | 798 | 11,834 | 6,067 |
| Net Operating Income | (1,179) | (1,198) | (20) | (697) | 501 |
| Change in Net Assets | (1,179) | (1,198) | (20) | (697) | 501 |
| <u>Net Assets</u> | | | | | |
| Beginning Net Assets | 649 | 2,417 | | 1,218 | |
| Institutional Transfers | 530 | - | | - | |
| Change in Net Assets | (1,179) | (1,198) | | (697) | |
| Total Net Assets | \$ (0) | \$ 1,218 | | \$ 522 | |

The FIU Health Care Network (HCN) serves as the entity for the collection and administration of income generated from the University's clinical operations. Pursuant to FL BOG regulation 9.017 governing SUS Faculty Practices, the distribution of all faculty practice funds will be for the improvement and support of the academic mission of FIU.

The FIU Faculty Group Practices provide primary care and select specialty care to FIU faculty, staff, and their dependents. The HCN, however, has no employees. All functions related to clinical enterprises are performed by FIU personnel. This report reflects the combined activities of the University units and HCN units which form the clinical services arm of the University.

Financial Highlights

FY 2013-14 revenues are tracking above budget with the inclusion of new and unbudgeted FIU Sunset office and Department of Health (DoH) Sexual Transmitted Infection (STI) clinic. The additional revenue from these activities is offset by unanticipated shortfalls with the American University of Antigua (AUA) management agreement, Jackson Hospitalist program, and Physician leasing program.

Operating expenses for FY 2013-14 are \$0.8M greater than anticipated due to additional physicians and clinic staff associated with the new Sunset and STI clinic.

FY 2014-15 revenues are projected to increase by \$6.6M, which is mostly from \$1.5M in AUA rotation and management fee revenue, \$0.5M in international program services, \$0.4M Ambulatory Care Center and Miami Children's Hospital physician leasing revenue, and \$4.0M across MMC, AAC, Broward, Sunset, and Health District sites due to higher patient volumes.

FY 2014-15 projected expenses increase of \$6.1M include reimbursement to the University for professional services, costs to staff the new Sunset, STI, and Broward locations, professional service expenses related to the AUA initiative, and faculty practice operation costs commensurate with higher patient volumes.

**Florida International University
Financial Summary
FIU Self-Insurance Program**

| | Final Budget | Forecast | Forecast vs. | Requested Budget | Forecast vs. |
|---|---------------------|-----------------|---------------------|-------------------------|-------------------------|
| <i>(In thousands of dollars)</i> | 2013-14 | 2013-14 | Final Budget | 2014-15 | Requested Budget |
| Total Revenues | \$ 500 | \$ 270 | \$ (230) | \$ 371 | \$ 101 |
| <u>Expenditures</u> | | | | | |
| Salaries | - | - | - | - | - |
| OPS | - | - | - | - | - |
| Expense (Admin. & Overhead) | 200 | 270 | 70 | 3 | (267) |
| OCO | - | - | - | - | - |
| Incurred But Not Reported - Contingent Liability Expense | - | - | - | 368 | 368 |
| Total Operating Expenses | 200 | 270 | 70 | 371 | 101 |
| Net Operating Income | 300 | (0) | (300) | 0 | - |
| Investment Earnings | - | - | 0 | - | (0) |
| Change in Net Assets | 300 | (0) | (300) | 0 | (0) |
| <u>Fund Balance</u> | | | | | |
| Beginning Fund Balance | 1,758 | - | | (0) | |
| Change in Net Assets | 300 | (0) | | 0 | |
| Institutional Transfer | - | - | | - | |
| Total Fund Balance | \$ 2,058 | \$ (0) | | \$ (0) | |

The Self-Insurance Program has been established by the Florida Board of Governors regulation 10.001 to provide professional liability protection to the Florida Board of Governors, the FIU Board of Trustees, and other authorized entities and individuals. The Self-Insurance Program (SIP) entity serves to record the activities associated with the Self-Insurance Program and is subject to oversight by the SIP Council.

The SIP includes coverage for the clinical activities of the Colleges of Medicine, Nursing, and University Health Services. Revenues include funding for premium contributions, claims, and insurance premiums directly associated with the SIP. In addition, provisions are made for administrative expenses primarily for the University of Florida as the SIP administrator.

Financial Highlights

The FY 2013-14 forecasted revenues are \$0.2M less than budgeted due to the nature and timing of SIP approved premiums (estimated for budget preparation). FY 2014-15 budgeted revenues are based on current estimates of SIP related costs since the SIP Council has not approved premiums for FY 2014-15.

FY 2013-14 operating expenses are \$0.1M higher than budgeted due to greater than expected administration, premium, and claim related costs. FY 2014-15 expenses are based on current estimates since the SIP Council has not approved the premiums for FY 2014-15.

**Florida International University
Financial Summary
FIU Research Foundation, Inc.**

| | Final Budget | Forecast | Forecast vs. | Requested Budget | Forecast vs. |
|----------------------------------|---------------------|-----------------|---------------------|-------------------------|-------------------------|
| <i>(In thousands of dollars)</i> | 2013-14 | 2013-14 | Final Budget | 2014-15 | Requested Budget |
| Total Revenues | \$ 20 | \$ 20 | \$ - | \$ 80 | \$ 60 |
| <u>Expenditures</u> | | | | | |
| Expense | 43 | 33 | (10) | 43 | 10 |
| Debt Service Interest | - | - | - | - | - |
| Total Expenditures | 43 | 33 | (10) | 43 | 10 |
| Net Operating Income | (23) | (13) | 10 | 37 | 50 |
| Principal Payment of Debt | - | - | - | - | - |
| Unrealized Gains & Losses | - | - | - | - | - |
| Change in Net Assets | (23) | (13) | 10 | 37 | 50 |
| <u>Net Assets</u> | | | | | |
| Beginning Net Assets | 226 | 227 | | 214 | |
| Change in Net Assets | (23) | (13) | | 37 | |
| Institutional Transfers | - | - | | - | |
| Total Net Assets | \$ 203 | \$ 214 | | \$ 251 | |

The FIU Research Foundation serves as an agent with respect to special grants awarded to the University. These activities and the entire amount of the grant is recognized by FIU in the Sponsored Research Development Trust Fund and is not in the budget above.

Financial Highlights

FY 2013-14 revenue funding is from royalty income received by the Division of Research (DoR) to cover audit, accounting, and professional development fees.

FY 2013-14 operating expenses include audit and accounting fees, travel related expenses for international research partnership(s) development, and professional fees associated with intellectual property and commercialization.

FY 2014-15 projected revenues are expected to come from royalty income and transfers from DoR to cover accounting, audit, tax, and research development costs.

FY 2014-15 projected operating expenses are \$18k for audit and accounting fees, \$10k for research development costs, and \$15k in professional services fees for outsourcing technology management and commercialization activities.

**Florida International University
Financial Summary
University Treasury Operations**

| | Final Budget | Forecast | Forecast vs. | Requested Budget | Forecast vs. |
|----------------------------------|---------------------|------------------|---------------------|-------------------------|-------------------------|
| <i>(In thousands of dollars)</i> | 2013-14 | 2013-14 | Final Budget | 2014-15 | Requested Budget |
| Investment Revenues | \$ 11,705 | \$ 13,202 | \$ 1,496 | \$ 14,827 | \$ 1,625 |
| Operating Expenditures | \$ (893) | \$ (1,307) | \$ (414) | \$ (7,277) | \$ (5,970) |
| Net Revenues | \$ 10,812 | \$ 11,895 | \$ 1,082 | \$ 7,550 | \$ (4,344) |
| Net Operating Income | 10,812 | 11,895 | 1,082 | 7,550 | (4,344) |
| Investment Earnings Distribution | (351) | (59) | 292 | (67) | (8) |
| Operational Transfers | (400) | (400) | (0) | - | 400 |
| Change in Net Assets | \$ 10,061 | \$ 11,436 | \$ 1,375 | \$ 7,483 | \$ (3,953) |

Treasury Operations revenue consists of earnings from the University's investment portfolio. Earnings include interest income, realized gains (which are reinvested each month) and unrealized gains / losses

Financial Highlights

Investment earnings in FY 2013-14 are expected to be higher than budget due to higher average investment balances due to higher cash inflows. Furthermore, due to an accounting change, investment manager fees are now being reported as expenses instead of net against revenues, resulting in higher investment revenues. Investment returns are projected to be flat to the budget of 4%. The Strategic Capital and Reserve Pools are projected to earn 5.8% and the Working Capital Pool 0.8%. FY 2013-14 forecasted expenses are expected to be higher than budget due to the shift in investment manager fee expenses from net revenue to expense.

Investment earnings are projected to be higher in FY 2014-15 due to higher average investment balances, resulting from higher overall balances. FY 2014-15 returns were projected at the historical investment return of 4%. FY 2014-15 expenses are expected to increase due to the agreed funding of \$5.0M in merit-based scholarships and the inclusion of all the investment manager fees (previously net of revenue) in the expense base.

Investments Earnings are distributed to Educational and General (E&G) carry forward, Auxiliary Enterprises and Financial Aid funds. E&G funds receive the State Treasury Special Purpose Investment Account (SPIA) rate and the non-E&G funds receive the risk free rate (30-Day T-Bill). FY 2013-14 distributions are forecasted to be significantly lower than plan due to the historically low SPIA and T- Bill interest rates. FY 2014-15 distributions are projected to be higher than FY 2013-14 due mostly to higher interest eligible fund balances.

In FY 2010-11, Treasury Operations entered into a working capital agreement with Athletics, in which four annual disbursements will be made totaling \$5.0M. The first, second and third disbursements were made in June 2011, December 2011 and June 2013 in the amounts of \$1.9M, \$1.8M, \$0.9M, respectively. The fourth and last disbursement for \$0.4M will be made in June 2014. The internal loan disbursements are reflected as operational transfers.

In FY 2013-14, Treasury Operations agreed to support Financial Aid merit-based scholarship initiatives from FY 2014-15 through FY 2017-18 with maximum annual funding of \$5.0M. The funding from Treasury is dependent on available returns as determined by investment market conditions.

In FY 2013-14, Treasury agreed to fund the redemption of the Series 1995 Parking Bonds (\$1.8M) and to pay the accrued interest on the Series 1999 and 2002 Parking Bonds (\$0.2M) as part of refunding provisions in the Series 2013 Parking Bonds. Treasury will be reimbursed by the semi-annual Build America Bonds subsidy payments.

Florida International University
Financial Summary
Fixed Capital Outlay

STATE UNIVERSITY SYSTEM PROJECTS
2013-14

PUBLIC EDUCATION CAPITAL OUTLAY (PECO)/ CAPITAL IMPROVEMENT

| | |
|---------------------------------------|------------|
| Critical Deferred Maintenance | 1,992,811 |
| Student Academic Support Center (MMC) | 6,800,000 |
| Strategic Land Acquisition | 10,000,000 |

| | |
|--------------|----------------------|
| TOTAL | \$ 18,792,811 |
|--------------|----------------------|

| | |
|--|---------------------|
| <u>MAINTENANCE REPAIR RENOVATION AND REMODELING</u> | \$ 3,188,902 |
|--|---------------------|

| | |
|--|---------------------|
| <u>CAPITAL IMPROVEMENT TRUST FUND (CITF) PROJECTS</u> | \$ 7,328,254 |
|--|---------------------|

| | |
|--------------|----------------------|
| TOTAL | \$ 29,309,967 |
|--------------|----------------------|

Notes:

- Capital Improvement Trust Fund (CITF): Capital Improvement Trust Fund Fee projects are authorized by Florida Statutes; generally, an appropriation is requested every two or three years based on availability of funds.
- Alec P. Courtelis Facility Enhancement Challenge Grant Program: no funds have been allocated to the University in FY 2014-15 for this program.

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

June 12, 2014

**Subject: Amendment of University Tuition and Fees Schedule Regulation for the
2014-15 academic year**

Proposed Board Action:

Approve the proposed amendments to regulation FIU-1101 Tuition and Fees Schedule and delegate authority to the University President to approve any subsequent amendments that are based on comments to the Regulation received from the Board of Governors as a result of the regulation-making process

Background Information:

The Florida State Legislature has included the following language in the HB 5001 (General Appropriations Act):

Tuition for graduate and professional programs and out-of-state fees for all programs shall be established pursuant to section 1009.24, Florida Statutes

In accordance with the 2014 General Appropriations Act (HB 5001), Florida Statutes Section 1009.24, HB 5201, and the Board of Governors Regulations 1.001, 7.001, and 7.003, recommendations are presented with regard to increasing tuition for Graduate, Nursing, Law, and Medical students, and the corresponding technology and financial aid fees for these students; and adding the new Masters of Law degree fees programs.

The Regulation includes information on fees and therefore, in accordance with the Florida Board of Governors' Regulation Development Procedure, the University Administration is required to submit the regulation to the Florida Board of Governors for approval.

The University President will report to the Florida International University Board of Trustees at its next regularly scheduled meeting on any substantive change requested or made to the Regulation as a result of comments received from the Board of Governors as part of the regulation-making process

Supporting Documentation: Tuition and Fees Schedule Regulation, FIU-1101,
2014-15 Academic Year

Facilitator/Presenter: Sukrit Agrawal, *Finance and Audit Committee Chair*

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**THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES
FLORIDA BOARD OF GOVERNORS
NOTICE OF CHANGE TO PROPOSED AMENDMENT OF REGULATION**

REGULATION TITLE: Tuition and Fees Schedule
REGULATION NO.: FIU-1101

SUMMARY OF THE REGULATION: The regulation provides the tuition and associated fees charged to students attending FIU. The Law School tuition, financial aid and technology fee increases have been reduced as shown below. As a result of a clerical error, Section 16 below was deleted and has now been reinserted.

TEXT OF REGULATION: The full text of the Amended Regulation can be viewed below and on the website of The Florida International University Board of Trustees, <http://regulations.fiu.edu>. If you would like a copy of the Amended Regulation, please contact Eli Deville, Chief of Staff, Office of the General Counsel, devillee@fiu.edu (305) 348-2103.

AUTHORITY: Board of Governors Regulations 1.001, 7.001, and 7.003 and the 2014 General Appropriations Act.

NAME OF PERSON INITIATING PROPOSED REGULATION: Kenneth Jessell, CFO and Senior Vice President

THE CONTACT PERSON REGARDING THIS REGULATION IS: Eli Deville, Chief of Staff, Office of the General Counsel, Florida International University, 11200 SW 8th Street, PC 511, Miami, FL 33199. Email: devillee@fiu.edu. Phone: 305-348-2103, Fax: (305) 348-3272.

DATE OF PUBLICATION: June 5, 2014

THE FULL TEXT OF THE CHANGES TO THE PROPOSED AMENDED REGULATION IS HIGHLIGHTED IN YELLOW BELOW:

FIU 1101 Tuition and Fees Schedule

(1) Tuition is defined as the basic fee charged to a student for enrollment in credit courses provided by the Florida International University and the out-of-state fee assessed to non-residents. Tuition and associated fees consist of the following:

1. Tuition (basic fee);
2. Student Financial Aid Fee;
3. Capital Improvement Trust Fund Fee;
4. Health Fee;
5. Athletic Fee;
6. Activity and Service Fee;
7. Tuition Differential Fee (Undergraduates); and
8. Technology Fee.

In addition to the fees set forth in (1)8. above, a non- resident student, as defined by the Florida Board of Governors, will pay the Out-of-State Fee and the Non-Resident Student Financial Aid Fee.

(2) Registration is defined as consisting of two components:

(a) Formal enrollment in one or more credit courses approved and scheduled by the University; and

(b) Payment of tuition and associated fees, or other appropriate arrangements for payment (installment payment, deferment, or third party billing), for the courses in which the student is enrolled.

(3) A student is liable for tuition associated with all courses for which the student is registered at the end of the drop/add period. The fee payment deadline shall be as determined by the University.

(4) The following tuition and associated fees shall be levied and collected on a per credit hour basis, effective the fall semester indicated for each student regularly enrolled, unless provided otherwise by law, or Board of Governors or University regulation.

(a) Undergraduate – Fall 2014

| | Undergraduate | |
|-------------------------------------|------------------------|----------------------------|
| | <u>Resident</u> | <u>Non Resident</u> |
| <u>Fee – Per Credit Hour</u> | | |
| Tuition | \$105.07 | \$105.07 |
| *Tuition Differential ¹ | \$52.29 | \$52.29 |
| Out of State Fee | --- | \$393.62 |
| Financial Aid | \$5.25 | \$5.25 |

¹ *Tuition Differential fee shall not be charged to students who are beneficiaries of prepaid tuition contracts and exempt under the requirements as described in Florida Statutes section 1009.24 or to any student who was in attendance at FIU before July 1, 2007, and who maintains *continuous enrollment.*

** For purposes of the Tuition Differential fee, the Graduate fees, and the Law fees, “continuous enrollment” means the student has not been absent from the University for two (2) or more consecutive terms (excluding summer terms and military withdrawals.)*

| | | |
|--------------------------------|---------|---------|
| Out of State Financial Aid | --- | \$19.68 |
| Capital Improvement Trust Fund | \$6.76 | \$6.76 |
| Activity & Service | \$12.87 | \$12.87 |
| Athletic | \$16.10 | \$16.10 |
| Technology Fee | \$5.25 | \$5.25 |

(b) Graduate – Fall 2014²

| <u>Fee – Per Credit Hour</u> | Graduate | | | |
|-------------------------------------|--|-----------------|----------------------------|-----------------|
| | Student enrolled prior to Fall 2006 | | | |
| | <u>Resident</u> | | <u>Non Resident</u> | |
| Tuition | \$352.15 | <u>\$362.71</u> | \$352.15 | <u>\$362.71</u> |
| Out of State fee | --- | | \$480.08 | <u>\$520.05</u> |
| Financial Aid | \$17.60 | <u>\$18.13</u> | \$17.60 | <u>\$18.13</u> |
| Out of State Financial Aid | --- | | \$24.00 | <u>\$26.00</u> |
| Capital Improvement Trust Fund | \$6.76 | | \$6.76 | |
| Activity & Service | \$12.87 | | \$12.87 | |
| Athletic | \$16.10 | | \$16.10 | |
| Technology Fee | \$17.60 | <u>\$18.13</u> | \$17.60 | <u>\$18.13</u> |

| <u>Fee – Per Credit Hour</u> | Graduate | | | |
|-------------------------------------|---|-----------------|----------------------------|-----------------|
| | Students enrolled in Fall 2006 or thereafter | | | |
| | <u>Resident</u> | | <u>Non Resident</u> | |
| Tuition | \$368.88 | <u>\$379.95</u> | \$368.88 | <u>\$379.95</u> |
| Out of State Fee | --- | | \$480.08 | <u>\$520.05</u> |
| Financial Aid | \$18.44 | <u>\$18.99</u> | \$18.44 | <u>\$18.99</u> |
| Out of State Financial Aid | --- | | \$24.00 | <u>\$26.00</u> |
| Capital Improvement Trust Fund | \$6.76 | | \$6.76 | |
| Activity & Service | \$12.87 | | \$12.87 | |
| Athletic | \$16.10 | | \$16.10 | |
| Technology Fee | \$18.44 | <u>\$18.99</u> | \$18.44 | <u>\$18.99</u> |

² The additional Graduate fees for students enrolled in Graduate programs in the Fall 2006 or thereafter shall not apply to a graduate student who was enrolled in a graduate program prior to Fall 2006, and such student's enrollment has not lapsed in four terms before re-enrolling in the same graduate program. Effective Spring term 2009, the additional fees for students enrolled in the fall 2006 or thereafter shall not apply to a graduate student who was enrolled in a graduate program prior to Fall 2006, provided such student maintains *continuous enrollment.

(c) Law – Fall 2014³

| <u>Fee – Per Credit Hour</u> | Law | | | | | |
|--------------------------------|---|---------------------|----------|---------------------|---------------------|----------|
| | Students enrolled prior to Fall 2006 | | | | | |
| | <u>Resident</u> | | | <u>Non Resident</u> | | |
| Tuition | \$534.42 | \$587.86 | \$566.48 | \$534.42 | \$587.86 | \$566.48 |
| Out of State Fee | --- | | | \$437.61 | | |
| Financial Aid | \$26.72 | \$29.39 | \$28.32 | \$26.72 | \$29.39 | \$28.32 |
| Out of State Financial Aid | --- | | | \$21.88 | | |
| Capital Improvement Trust Fund | \$6.76 | | | \$6.76 | | |
| Activity & Service | \$12.87 | | | \$12.87 | | |
| Athletic | \$16.10 | | | \$16.10 | | |
| Technology Fee | \$26.72 | \$29.39 | \$28.32 | \$26.72 | \$29.39 | \$28.32 |

| <u>Fee – Per Credit Hour</u> | Law | | | | | |
|--------------------------------|---|---------------------|----------|---------------------|---------------------|----------|
| | Students enrolled in Fall 2006 or thereafter | | | | | |
| | <u>Resident</u> | | | <u>Non Resident</u> | | |
| Tuition | \$559.86 | \$615.85 | \$593.49 | \$559.86 | \$615.85 | \$593.49 |
| Out of State Fee | --- | | | \$437.61 | | |
| Financial Aid | \$27.99 | \$30.79 | \$29.67 | \$27.99 | \$30.79 | \$29.67 |
| Out of State Financial Aid | --- | | | \$21.88 | | |
| Capital Improvement Trust Fund | \$6.76 | | | \$6.76 | | |
| Activity & Service | \$12.87 | | | \$12.87 | | |
| Athletic | \$16.10 | | | \$16.10 | | |
| Technology Fee | \$27.99 | \$30.79 | \$29.67 | \$27.99 | \$30.79 | \$29.67 |

(d) Master of Laws (LLM) Fall 2014

| | <u>Resident</u> | <u>Non Resident</u> |
|--------------------------------|-----------------|---------------------|
| <u>Fee – Per Academic year</u> | | |
| Tuition | \$ 17,160.00 | \$17,160.00 |
| Out of State fee | --- | ---- |
| Financial Aid | \$ 858.00 | \$ 858.00 |
| Out of State Financial Aid | --- | ---- |
| Capital Improvement Trust Fund | \$ 162.24 | \$ 162.24 |

³ The additional Law fees for students enrolled in the law school in the Fall 2006, or thereafter, shall not apply to a law school student who was enrolled in a law program prior to Fall 2006, and such student's enrollment has not lapsed in four terms before re-enrolling in the same law program. Effective Spring term 2009, the additional fees for students enrolled in the fall 2006, or thereafter, shall not apply to a law school student who was enrolled in a law program prior to Fall 2006, provided such student maintains *continuous enrollment.

| | | |
|--------------------|---------------------|---------------------|
| Activity & Service | \$ 308.88 | \$ 308.88 |
| Athletic | \$ 406.40 | \$ 406.40 |
| Technology Fee | \$ 858.00 | \$ 858.00 |
| Health Fee | \$ 187.38 | \$ 187.38 |
| Total | \$ 19,940.90 | \$ 19,940.90 |

(e) Nursing Practicum Programs Fall 2014

Master of Science in Nursing in Advanced Adult Gerontology Nurse Practitioner
Master of Science in Nursing in Advanced Child Nurse Practitioner
Master of Science in Nursing in Advanced Family Nurse Practitioner
Master of Science in Nursing in Psychiatric and Mental Health Nurse Practitioner
Master of Science in Nursing in Nurse Administration

| <u>Fee – Per Credit Hour</u> | <u>Resident</u> | | <u>Non Resident</u> | |
|-------------------------------------|------------------------|-----------------|----------------------------|-----------------|
| Tuition | \$487.88 | <u>\$537.08</u> | \$487.88 | <u>\$537.08</u> |
| Out of State fee | --- | | \$480.08 | |
| Financial Aid | \$ 24.39 | <u>\$26.85</u> | \$ 24.39 | <u>\$26.85</u> |
| Out of State Financial Aid | --- | | \$ 24.00 | |
| Capital Improvement Trust Fund | \$ 6.76 | | \$ 6.76 | |
| Activity & Service | \$ 12.87 | | \$ 12.87 | |
| Athletic | \$ 16.10 | | \$ 16.10 | |
| Technology Fee | \$ 24.39 | <u>\$26.85</u> | \$ 24.39 | <u>\$26.85</u> |

Master of Science in Nursing in Nurse Anesthetist

| <u>Fee – Per Credit Hour</u> | <u>Resident</u> | | <u>Non Resident</u> | |
|-------------------------------------|------------------------|-----------------|----------------------------|-----------------|
| Tuition | \$645.82 | <u>\$665.19</u> | \$645.82 | <u>\$665.19</u> |
| Out of State fee | --- | | \$480.08 | <u>\$520.05</u> |
| Financial Aid | \$ 32.29 | <u>\$33.25</u> | \$ 32.29 | <u>\$33.25</u> |
| Out of State Financial Aid | --- | | \$ 24.00 | <u>\$26.00</u> |
| Capital Improvement Trust Fund | \$ 6.76 | | \$ 6.76 | |
| Activity & Service | \$ 12.87 | | \$ 12.87 | |
| Athletic | \$ 16.10 | | \$ 16.10 | |
| Technology Fee | \$ 32.29 | <u>\$33.25</u> | \$ 32.29 | <u>\$33.25</u> |

Master of Science in Athletic Training Education

| <u>Fee – Per Credit Hour</u> | <u>Resident</u> | | <u>Non Resident</u> | |
|-------------------------------------|------------------------|-----------------|----------------------------|-----------------|
| Tuition | \$494.88 | <u>\$509.73</u> | \$494.88 | <u>\$509.73</u> |
| Out of State fee | --- | | \$480.08 | |

| | | | | |
|--------------------------------|---------------------|----------------|---------------------|----------------|
| Financial Aid | \$ 24.74 | <u>\$25.48</u> | \$ 24.74 | <u>\$25.48</u> |
| Out of State Financial Aid | --- | | \$ 24.00 | |
| Capital Improvement Trust Fund | \$ 6.76 | | \$ 6.76 | |
| Activity & Service | \$ 12.87 | | \$ 12.87 | |
| Athletic | \$ 16.10 | | \$ 16.10 | |
| Technology Fee | \$ 24.74 | <u>\$25.48</u> | \$ 24.74 | <u>\$25.48</u> |

Master of Science in Speech Language Pathology

| | <u>Resident</u> | | <u>Non Resident</u> | |
|-------------------------------------|------------------------|-----------------|----------------------------|-----------------|
| <u>Fee – Per Credit Hour</u> | | | | |
| Tuition | \$598.88 | <u>\$616.85</u> | \$598.88 | <u>\$616.85</u> |
| Out of State fee | --- | | \$480.08 | <u>\$520.05</u> |
| Financial Aid | \$ 29.94 | <u>\$30.84</u> | \$ 29.94 | <u>\$30.84</u> |
| Out of State Financial Aid | --- | | \$ 24.00 | <u>\$26.00</u> |
| Capital Improvement Trust Fund | \$ 6.76 | | \$ 6.76 | |
| Activity & Service | \$ 12.87 | | \$ 12.87 | |
| Athletic | \$ 16.10 | | \$ 16.10 | |
| Technology Fee | \$ 29.94 | <u>\$30.84</u> | \$ 29.94 | <u>\$30.84</u> |

Master of Science in Occupational Therapy

| | <u>Resident</u> | | <u>Non Resident</u> | |
|-------------------------------------|------------------------|-----------------|----------------------------|-----------------|
| <u>Fee – Per Credit Hour</u> | | | | |
| Tuition | \$544.88 | <u>\$561.23</u> | \$544.88 | <u>\$561.23</u> |
| Out of State fee | --- | | \$480.08 | <u>\$520.05</u> |
| Financial Aid | \$ 27.24 | <u>\$28.06</u> | \$ 27.24 | <u>\$28.06</u> |
| Out of State Financial Aid | --- | | \$ 24.00 | <u>\$26.00</u> |
| Capital Improvement Trust Fund | \$ 6.76 | | \$ 6.76 | |
| Activity & Service | \$ 12.87 | | \$ 12.87 | |
| Athletic | \$ 16.10 | | \$ 16.10 | |
| Technology Fee | \$ 27.24 | <u>\$28.06</u> | \$ 27.24 | <u>\$28.06</u> |

Doctorate in Nursing Practice

| | <u>Resident</u> | | <u>Non Resident</u> | |
|-------------------------------------|------------------------|-----------------|----------------------------|-----------------|
| <u>Fee – Per Credit Hour</u> | | | | |
| Tuition | \$487.88 | <u>\$537.08</u> | \$487.88 | <u>\$537.08</u> |
| Out of State fee | --- | | \$480.08 | |
| Financial Aid | \$ 24.39 | <u>\$26.85</u> | \$ 24.39 | <u>\$26.85</u> |
| Out of State Financial Aid | --- | | \$ 24.00 | |
| Capital Improvement Trust Fund | \$ 6.76 | | \$ 6.76 | |
| Activity& Service | \$ 12.87 | | \$ 12.87 | |
| Athletic | \$ 16.10 | | \$ 16.10 | |
| Technology Fee | \$ 24.39 | <u>\$26.85</u> | \$ 24.39 | <u>\$26.85</u> |

Doctorate in Physical Therapy

| <u>Fee – Per Credit Hour</u> | <u>Resident</u> | | <u>Non Resident</u> | |
|--------------------------------|---------------------|-----------------|---------------------|-----------------|
| Tuition | \$562.88 | <u>\$579.77</u> | \$562.88 | <u>\$579.77</u> |
| Out of State fee | --- | | \$480.08 | <u>\$520.05</u> |
| Financial Aid | \$ 28.14 | <u>\$28.98</u> | \$ 28.14 | <u>\$28.98</u> |
| Out of State Financial Aid | --- | | \$ 24.00 | <u>\$26.00</u> |
| Capital Improvement Trust Fund | \$ 6.76 | | \$ 6.76 | |
| Activity & Service | \$ 12.87 | | \$ 12.87 | |
| Athletic | \$ 16.10 | | \$ 16.10 | |
| Technology Fee | \$ 28.14 | <u>\$28.98</u> | \$ 28.14 | <u>\$28.98</u> |

(5) The following College of Medicine tuition and associated fees shall be levied and collected on an academic year basis, effective the fall semester indicated for each student regularly enrolled, unless provided otherwise by law, or Board of Governor or University regulation.

College of Medicine- Fall 2014

| College of Medicine | | | | |
|--------------------------------|-------------------------------|---------------------------|-------------------------------|---------------------------|
| <u>Fee - Per Academic Year</u> | <u>Resident</u> | | <u>Non Resident</u> | |
| Tuition | \$31,938.37 | <u>\$32,736.83</u> | \$31,938.37 | <u>\$32,736.83</u> |
| Out of State Fee | | | \$30,000.00 | |
| Financial Aid | \$1,596.91 | <u>\$1,636.84</u> | \$1,596.91 | <u>\$1,636.84</u> |
| Out of State Financial Aid | | | \$1,500.00 | |
| Capital Improvement Trust Fund | \$338.00 | <u>\$270.40</u> | \$338.00 | <u>\$270.40</u> |
| A&S | \$643.50 | <u>\$514.80</u> | \$643.50 | <u>\$514.80</u> |
| Athletic | \$825.00 | <u>\$664.00</u> | \$825.00 | <u>\$664.00</u> |
| Technology Fee | \$1,596.91 | <u>\$1,636.84</u> | \$1,596.91 | <u>\$1,636.84</u> |
| Health | \$187.38 | | \$187.38 | |
| Total | \$37,126.07 | <u>\$37,647.09</u> | \$68,626.07 | <u>\$69,147.09</u> |

(6) Effective the Fall 2005 term, during any semester in which a graduate nonresident student has been appointed as a Graduate Assistant for at least .25 FT, the Out-of-State fee for the student shall be \$0.00 per credit hour.

(7) Effective the Fall 2009 term, during any semester in which a graduate nonresident is receiving a full fellowship, the Out-of-State fee for the student shall be \$0.00 per credit hour.

(8) The following fees shall be levied and collected on a per semester basis, effective the fall semester indicated for each student regularly enrolled (excluding Master of Laws (LLM) and College of Medicine students, whose fees are charged on an annual basis), unless provided otherwise by law, or Board of Governors or University regulation.

Fall 2014

| | Resident | Non Resident |
|---------------------------|-----------------|---------------------|
| Fee – Per Semester | | |
| Health | \$93.69 | \$93.69 |
| Athletic | \$10.00 | \$10.00 |

(9) Effective the Fall Semester 2009, each student enrolled in the same undergraduate course more than twice shall be assessed an additional sum to cover 100 percent of the full cost of instruction as established by the Board of Governors for each such course in addition to the tuition and associated fees set forth above.

(10) Students in their last year of Law School shall pay a test preparation fee, at cost, to cover test preparation programs offered as part of the law school program of instruction, including a Florida Bar examination preparation course.

(11) Optional fees.

| | |
|------------------------------------|----------|
| Orientation fee | \$ 35.00 |
| Tuition Installment Service Charge | \$ 15.00 |
| Identification Card (annually) | \$ 10.00 |
| Replacement | \$ 15.00 |
| Fee for Transcript | \$ 10.00 |
| Fee for Diploma replacement | \$ 10.00 |
| Late Payment fee | \$100.00 |
| Late Registration fee | \$100.00 |
| Off-Campus fee | cost |
| Distance Learning Fee | cost |
| Fingerprinting | cost |
| Materials and Supplies fee | cost |
| Equipment Use Fee | cost |
| Convenience Fee | cost |
| Library Fines and Penalties | varies |

(12) For students who enter a community college or university for the first time in the 2009-2010 academic year and thereafter, the University shall require the student to pay an excess hour surcharge equal to 50 percent of the tuition rate set forth in (4)(a) for each credit hour in excess of 120 percent of the number of credit hours required to complete the baccalaureate degree program in which the student is enrolled.

(13) For students who enter a community college or university for the first time in the 2011-2012 academic year and thereafter, the University shall require the student to pay an excess hour surcharge equal to 100 percent of the tuition rate set forth in (4)(a) for each credit hour in excess of 115 percent of the number of credit hours required to complete the baccalaureate degree program in which the student is enrolled.

(14) ~~All state university undergraduate students who entered a postsecondary undergraduate program at any Florida public institution of higher education for the first time in fall 2012 or~~

~~thereafter shall pay an excess hour fee equal to 100 percent of the undergraduate tuition identified in Florida Board of Governors Regulation 7.001(3)~~

For students who enter a community college or university for the first time in the 2012-2013 academic year and thereafter, the University shall require the student to pay an excess hour surcharge equal to 100 percent of the tuition rate set forth in (4)(a) for each credit hour in excess of 110 percent of the number of credit hours required to complete the baccalaureate degree program in which the student is enrolled.

(15) The University President is authorized to establish, and determine the cost of, continuing education credit and non-credit courses and programs as provided in Board of Governors' Regulation 8.002. The President may delegate authority for credit courses and programs to the Provost and for non-credit courses and programs to any designee with responsibility for such programs.

~~(16) In academic years 2009-2010, 2010-2011, 2011-2012, 2012-2013, the President or if delegated, Provost, is authorized to charge up to 15% more than the tuition amount set forth in subsection 4(b) for each respective fiscal year as additional tuition for graduate program(s) in the College of Nursing and Health Professions for which there is additional cost due to clinical curricular requirements; provided such additional tuition shall not exceed the actual additional costs.~~

(16) In academic years 2009-2010, 2010-2011, 2011-2012, 2012-2013, the President or if delegated, Provost, is authorized to charge up to 15% more than the tuition amount set forth in subsection 4(b) for each respective fiscal year as additional tuition for graduate program(s) in the College of Nursing and Health Professions for which there is additional cost due to clinical curricular requirements; provided such additional tuition shall not exceed the actual additional costs.

(17) Throughout the FIU Regulations where the University is charging a fee or service based on cost, the University President / Designee has the authority to approve the amount of the charge.

Authority: Florida Board of Governors Regulations 1.001, 7.001, and 7.003 and the 2013 General Appropriations Act , History- New 11-3-02, Amended 9-3-03, 8-22-04- 9-1-05, Formerly 6C8-6.010, Amended 6-20-06, 7-20-07, 11-20-07, 6-25-08, 9-29-08, 7-14-09, 8-10-10, 7-5-11, 7-9-12, 7-17-13, 10-22-13, Amended ..

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THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

June 12, 2014

Subject: Tuition for Market Rate Programs, 2015-16 Academic Year

Proposed Board Action:

Approve market rate tuition for the Professional Science Master in Environmental Policy and Management, the online Master of Science in Curriculum and Instruction, and the online Master of Science in Special Education offered through continuing education beginning academic year 2015-16.

Background Information:

According to Florida Statutes §1009.24 (15)(a):

The Board of Governors may approve:

3. A proposal from a university board of trustees to implement flexible tuition policies, such as ... market tuition rates for graduate-level online courses or graduate-level courses offered through a university's continuing education program...

(b) A proposal developed pursuant to paragraph (a) shall be submitted in accordance with guidelines established by the Board of Governors. Approval by the Board of Governors of such proposal must be made in accordance with the provisions of this subsection.

Pursuant to Florida Board of Governors (BOG) Regulation 7.001(15) university boards of trustees may submit proposals for market tuition rates for graduate-level courses offered online or through the university's continuing education unit. The proposals must be submitted to the budget committee of the BOG for consideration during the November meeting.

Supporting Documentation:

Request to Establish Market Tuition Rate - Professional Science Master in Environmental Policy and Management

Request to Establish Market Tuition Rate – online Master of Science in Curriculum and Instruction

Request to Establish Market Tuition Rate – online Master of Science in Special Education

Facilitator/Presenter:

Sukrit Agrawal, *Finance and Audit Committee Chair*

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**State University System
Florida Board of Governors
Request to Establish Market Tuition Rates - Regulation 7.001(15)**

University: Florida International University

Proposed Market Tuition Program: PSM - Environmental Policy and Management

| Date | | | | | | | | | | | | | | | | | | | | | |
|--|-------------------------|--------------------|---|-----------------|---------------------|--|----|-------------|---|------|----|----------|----------|------|----|----------|----------|----------------------------|----|----------|----------|
| University Board of Trustees approval date: | June 12, 2014 | | | | | | | | | | | | | | | | | | | | |
| Proposed Implementation Date (month/year): | Fall 2015 | | | | | | | | | | | | | | | | | | | | |
| Graduate online or Graduate Continuing Ed. Course: | Graduate Continuing Ed. | | | | | | | | | | | | | | | | | | | | |
| CIP Code: | 03.0201 | | | | | | | | | | | | | | | | | | | | |
| Description of the Program and the Market Tuition Rate Process | | | | | | | | | | | | | | | | | | | | | |
| <p>Describe the program and explain the process used to determine market tuition.</p> <p>The market tuition for the Professional Science Masters in Environmental Policy and Management (PSMEPM) was determined by benchmarking against other national and State of Florida programs. All associated costs of managing this program are also included in the rate.</p> <p>The program consists of 36 credit hours of graduate study. Environmental Policy and Management professionals are experiencing an increasing demand in South Florida and elsewhere. Students are trained to have a broad, interdisciplinary background and certain sets of skills including: the ability to write to and communicate with the larger public, GIS background, Statistics background, and a broad knowledge of different areas of environmental policy and management such as biological conservation, water resources management, public lands management, and others.</p> <p>The program does not lead to students' eligibility for any license to practice. The PSMEPM is not identified as a state critical workforce need area.</p> <p>The market tuition rate will be \$30,000 for residents and non-residents for completion of the 36 credit program. This market rate tuition may be adjusted by up to 15% for 2016-17 and each year thereafter. The following table provides cost data for five similar programs at other institutions.</p> | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 25%;">Degree/Institution</th> <th style="width: 15%;">No. Credits</th> <th style="width: 25%;">Cost (in-state)</th> <th style="width: 35%;">Cost (out-of-state)</th> </tr> </thead> <tbody> <tr> <td>University of California - Santa Barbara</td> <td>36</td> <td>\$30,889.56</td> <td>\$45,991.56 out state/ \$61,093.56 international</td> </tr> <tr> <td>Duke</td> <td>36</td> <td>\$64,532</td> <td>\$64,532</td> </tr> <tr> <td>Yale</td> <td>48</td> <td>\$70,540</td> <td>\$70,540</td> </tr> <tr> <td>University of Pennsylvania</td> <td>36</td> <td>\$55,884</td> <td>\$55,884</td> </tr> </tbody> </table> | | Degree/Institution | No. Credits | Cost (in-state) | Cost (out-of-state) | University of California - Santa Barbara | 36 | \$30,889.56 | \$45,991.56 out state/ \$61,093.56 international | Duke | 36 | \$64,532 | \$64,532 | Yale | 48 | \$70,540 | \$70,540 | University of Pennsylvania | 36 | \$55,884 | \$55,884 |
| Degree/Institution | No. Credits | Cost (in-state) | Cost (out-of-state) | | | | | | | | | | | | | | | | | | |
| University of California - Santa Barbara | 36 | \$30,889.56 | \$45,991.56 out state/ \$61,093.56 international | | | | | | | | | | | | | | | | | | |
| Duke | 36 | \$64,532 | \$64,532 | | | | | | | | | | | | | | | | | | |
| Yale | 48 | \$70,540 | \$70,540 | | | | | | | | | | | | | | | | | | |
| University of Pennsylvania | 36 | \$55,884 | \$55,884 | | | | | | | | | | | | | | | | | | |

**State University System
Florida Board of Governors
Request to Establish Market Tuition Rates – Regulation 7.001(15)**

Mission Alignment

Describe how offering the proposed program at market tuition aligns with the mission of the university and the Board strategic plan:

The PSM in Environmental Policy and Management program is aligned with FIU's mission to provide state-of-the-art educational opportunities and collaborative engagement with our local and global communities. It is also fully aligned with University's Goal 2: To educate graduate and professional students.

Declaratory Statement

Provide a declaratory statement that the policy will not increase the state's fiscal liability or obligation and that the Market Tuition Rate program cohorts will not supplant an existing E&G funded degree program in the same discipline:

The PSM in Environmental Policy and Management program will generate enough funds to meet its own instructional, administrative and space needs. It will not in any way increase the state's fiscal liability or obligation.

Restrictions / Limitations

Identify any proposed restrictions, limitations, or conditions to be placed on the policy:

There are no proposed restrictions, limitations or conditions on the policy.

Accountability Measures

Indicate how the university will monitor the success of the policy. Provide specific metrics that will be used.

The university will monitor success of the policy using: 1) Achieving recruiting goals - Number of students enrolled 2) Retention rates, and 3) graduation rates, and (4) student satisfaction. These last two are currently accountability measures for all graduate programs. A survey will be used to measure student satisfaction.

Course Availability

Explain how the university will ensure that sufficient courses are available to meet student demand and facilitate completion of each program submitted for consideration. Will any similar E&G courses be eliminated or scaled back if this program is implemented?

There is no similar E&G based program. New courses will be offered in 16-months' rotation – one rotation per cohort. The lock-step cohort format will ensure that courses are available to meet student demand and facilitate program completion.

**State University System
Florida Board of Governors
Request to Establish Market Tuition Rates - Regulation 7.001(15)**

Economic Impact

Provide economic impact that this proposal will have on the university and the student, anticipated revenue collection, how the revenue will be spent, whether any private vendors will be used, and which budget entity the funds will be budgeted.

This proposal will allow the University to offer a specialized program and provide a needed service to the community. It is expected that the program will generate a total revenue of \$600,000 during the 16 month program. The revenue will be spent to cover direct and indirect instructional costs, program administration, career services, professional development, and college initiatives. The funds will be budgeted in the auxiliary enterprise. The PSMEPM Market Tuition Rate program will not supplant an existing E&G funded degree program in the same discipline.

Other Information

Provide any additional information if necessary, and complete the attached supplemental form.

None.

**State University System
Florida Board of Governors
Request to Establish Market Tuition Rates - Regulation 7.001(15)**

University: Florida International University

Proposed Market Tuition Program: Online Master of Science in Curriculum and Instruction

| Date | | | | | | | | | | | | | | | | | | | | | |
|---|-----------------|--------------------|---------------------|-----------------|---------------------|------------------------------|----|----------|----------|--------------------------|----|----------|----------|-----------------------|----|----------|----------|-------------------------------|----|----------|----------|
| University Board of Trustees approval date: | June 12, 2014 | | | | | | | | | | | | | | | | | | | | |
| Proposed Implementation Date (month/year): | Fall 2015 | | | | | | | | | | | | | | | | | | | | |
| Graduate online or Graduate Continuing Ed. Course: | Graduate online | | | | | | | | | | | | | | | | | | | | |
| CIP Code: | 13.0301 | | | | | | | | | | | | | | | | | | | | |
| Description of the Program and the Market Tuition Rate Process | | | | | | | | | | | | | | | | | | | | | |
| <p>Describe the program and explain the process used to determine market tuition.</p> <p>The market tuition for the Online Masters of Science in Curriculum and Instruction (MSCI) was determined by benchmarking against other State of Florida programs. All associated costs of managing this program are also included in the rate.</p> <p>The program consists of 36 credit hours of graduate study. Teachers and instructional designers specializing on Curriculum and Instruction are experiencing an increasing demand around the Nation. This online program has been customized for the working adult by providing high quality instruction with flexible schedule and shorter completion time (to less than a year and a half).</p> <p>The program does not lead to students' eligibility for any license to practice. The MSCI program is for the student who already holds or is eligible for Florida certification in the field of special education. The MSCI is not identified as a state critical workforce need area.</p> <p>The market tuition rate will be \$18,300 for residents and non-residents for completion of the 36 credit program. This market rate tuition may be adjusted by up to 15% for 2016-17 and each year thereafter. The following table provides cost data for five similar programs at other institutions.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 25%;">Degree/Institution</th> <th style="width: 15%;">No. Credits</th> <th style="width: 25%;">Cost (in-state)</th> <th style="width: 35%;">Cost (out-of-state)</th> </tr> </thead> <tbody> <tr> <td>Nova Southeastern University</td> <td style="text-align: center;">36</td> <td style="text-align: right;">\$26,280</td> <td style="text-align: right;">\$26,280</td> </tr> <tr> <td>Florida State University</td> <td style="text-align: center;">36</td> <td style="text-align: right;">\$19,776</td> <td style="text-align: right;">\$42,506</td> </tr> <tr> <td>University of Florida</td> <td style="text-align: center;">36</td> <td style="text-align: right;">\$17,235</td> <td style="text-align: right;">\$18,478</td> </tr> <tr> <td>University of Central Florida</td> <td style="text-align: center;">39</td> <td style="text-align: right;">\$15,052</td> <td style="text-align: right;">\$47,203</td> </tr> </tbody> </table> | | Degree/Institution | No. Credits | Cost (in-state) | Cost (out-of-state) | Nova Southeastern University | 36 | \$26,280 | \$26,280 | Florida State University | 36 | \$19,776 | \$42,506 | University of Florida | 36 | \$17,235 | \$18,478 | University of Central Florida | 39 | \$15,052 | \$47,203 |
| Degree/Institution | No. Credits | Cost (in-state) | Cost (out-of-state) | | | | | | | | | | | | | | | | | | |
| Nova Southeastern University | 36 | \$26,280 | \$26,280 | | | | | | | | | | | | | | | | | | |
| Florida State University | 36 | \$19,776 | \$42,506 | | | | | | | | | | | | | | | | | | |
| University of Florida | 36 | \$17,235 | \$18,478 | | | | | | | | | | | | | | | | | | |
| University of Central Florida | 39 | \$15,052 | \$47,203 | | | | | | | | | | | | | | | | | | |

**State University System
Florida Board of Governors
Request to Establish Market Tuition Rates - Regulation 7.001(15)**

| | | | |
|-------------------------------|----|----------|----------|
| Florida Gulf Coast University | 36 | \$13,442 | \$46,824 |
| University of South Florida | 33 | \$13,192 | \$27,095 |
| University of West Florida | 30 | \$11,397 | \$31,187 |

Mission Alignment

Describe how offering the proposed program at market tuition aligns with the mission of the university and the Board strategic plan:

The Online MSCI program is aligned with FIU's mission to provide state-of-the-art educational opportunities and collaborative engagement with our local and global communities. It is also fully aligned with University's Goal 2: Meeting statewide professional and workforce needs. The online MSCI will provide graduate level educational opportunities to the many teachers in our community and state.

Declaratory Statement

Provide a declaratory statement that the policy will not increase the state's fiscal liability or obligation and that the Market Tuition Rate program cohorts will not supplant an existing E&G funded degree program in the same discipline:

The online MSCI program will generate enough funds to meet its own instructional, administrative and space needs. It will not in any way increase the state' fiscal liability or obligation. This program will not supplant an existing E&G funded degree program in the same discipline.

Restrictions / Limitations

Identify any proposed restrictions, limitations, or conditions to be placed on the policy:

There are no proposed restrictions, limitations or conditions on the policy.

Accountability Measures

Indicate how the university will monitor the success of the policy. Provide specific metrics that will be used.

The university will monitor success of the policy using: 1) Recruitment goals 2) Retention rates, 3) graduation rates, and 4) student satisfaction. These last two are currently accountability measures for all graduate programs. A survey will be used to measure student satisfaction.

**State University System
Florida Board of Governors
Request to Establish Market Tuition Rates - Regulation 7.001(15)**

Course Availability

Explain how the university will ensure that sufficient courses are available to meet student demand and facilitate completion of each program submitted for consideration. Will any similar E&G courses be eliminated or scaled back if this program is implemented?

Online courses will be offered in 16-months' rotation - one rotation will service three cohorts. The lock-step cohort format will ensure that courses are available to meet student demand and facilitate program completion. No similar E&G courses will be eliminated or scaled back if this program is implemented.

Economic Impact

Provide economic impact that this proposal will have on the university and the student, anticipated revenue collection, how the revenue will be spent, whether any private vendors will be used, and which budget entity the funds will be budgeted.

This proposal will allow the University to offer a specialized program and provide a needed service to the community. It is expected that the program will generate a total revenue of \$1.1 million during the implementation of three cohorts. The revenue will be spent to cover direct and indirect instructional costs, program administration, career services, professional development, and college initiatives. The funds will be budgeted in the auxiliary enterprise.

Other Information

Provide any additional information if necessary, and complete the attached supplemental form.

None.

**State University System
Florida Board of Governors
Request to Establish Market Tuition Rates - Regulation 7.001(15)**

University: Florida International University

Proposed Market Tuition Program: Online Master of Science in Special Education

| Date | | | | | | | | | | | | | | | | | |
|--|-----------------|--------------------|---------------------|-----------------|---------------------|------------------------------|----|----------|----------|-----------------------|----|----------|----------|-----------------------------|----|----------|----------|
| University Board of Trustees approval date: | June 12, 2014 | | | | | | | | | | | | | | | | |
| Proposed Implementation Date (month/year): | Fall 2015 | | | | | | | | | | | | | | | | |
| Graduate online or Graduate Continuing Ed. Course: | Graduate online | | | | | | | | | | | | | | | | |
| CIP Code: | 13.1001 | | | | | | | | | | | | | | | | |
| Description of the Program and the Market Tuition Rate Process | | | | | | | | | | | | | | | | | |
| <p>Describe the program and explain the process used to determine market tuition.</p> <p>The market tuition for the Online Masters of Science in Special Education (MSSE) was determined by benchmarking against other programs around Florida. All associated costs of managing this program are also included in the rate.</p> <p>The program consists of 36 credit hours of graduate study. Teachers with interest in servicing populations with special needs will be able focus on Autism; however Early Childhood Special Education, ESOL, Reading, and other areas may be made available as requested by a student and approved by an advisor. This online program has been customized for the working adult providing high quality instruction with flexible schedules and shorter completion time (to less than a year and a half).</p> <p>The program does not lead to students' eligibility for any license to practice. The MSSE program is for the student that already holds or is eligible for Florida certification in the field of special education. The MSSE is not identified as a state critical workforce need area.</p> <p>The market tuition rate will be \$18,300 for residents and non-residents for completion of the 36 credit program. This market rate tuition may be adjusted by up to 15% for 2016-17 and each year thereafter. The following table provides cost data for five similar programs at other institutions.</p> <table border="1"> <thead> <tr> <th>Degree/Institution</th> <th>No. Credits</th> <th>Cost (in-state)</th> <th>Cost (out-of-state)</th> </tr> </thead> <tbody> <tr> <td>Nova Southeastern University</td> <td>36</td> <td>\$26,280</td> <td>\$26,280</td> </tr> <tr> <td>University of Phoenix</td> <td>42</td> <td>\$24,570</td> <td>\$24,570</td> </tr> <tr> <td>University of North Florida</td> <td>36</td> <td>\$18,650</td> <td>\$38,735</td> </tr> </tbody> </table> | | Degree/Institution | No. Credits | Cost (in-state) | Cost (out-of-state) | Nova Southeastern University | 36 | \$26,280 | \$26,280 | University of Phoenix | 42 | \$24,570 | \$24,570 | University of North Florida | 36 | \$18,650 | \$38,735 |
| Degree/Institution | No. Credits | Cost (in-state) | Cost (out-of-state) | | | | | | | | | | | | | | |
| Nova Southeastern University | 36 | \$26,280 | \$26,280 | | | | | | | | | | | | | | |
| University of Phoenix | 42 | \$24,570 | \$24,570 | | | | | | | | | | | | | | |
| University of North Florida | 36 | \$18,650 | \$38,735 | | | | | | | | | | | | | | |

**State University System
Florida Board of Governors
Request to Establish Market Tuition Rates - Regulation 7.001(15)**

| | | | |
|-------------------------------|----|----------|----------|
| Kaplan University | 46 | \$17,710 | \$17,710 |
| University of Florida | 36 | \$16,479 | \$17,721 |
| University of South Florida | 36 | \$14,391 | \$29,558 |
| Florida State University | 33 | \$13,652 | \$34,488 |
| Florida Gulf Coast University | 36 | \$13,389 | \$46,771 |
| University of West Florida | 36 | \$13,251 | \$36,998 |
| University of Central Florida | 33 | \$12,717 | \$39,922 |

Mission Alignment

Describe how offering the proposed program at market tuition aligns with the mission of the university and the Board strategic plan:

The Online MSSE program is aligned with FIU's mission to provide state-of-the-art educational opportunities and collaborative engagement with our local and global communities. It is also fully aligned with University's Goal 2: Meeting statewide professional and workforce needs. This program provides a way for teachers to enhance their skills and to be better prepared to meet the special needs of our K-12 system.

Declaratory Statement

Provide a declaratory statement that the policy will not increase the state's fiscal liability or obligation and that the Market Tuition Rate program cohorts will not supplant an existing E&G funded degree program in the same discipline:

The online MSSE program will generate enough funds to meet its own instructional, administrative and space needs. It will not in any way increase the state's fiscal liability or obligation. This program will not supplant an existing E&G funded degree program in the same discipline.

Restrictions / Limitations

Identify any proposed restrictions, limitations, or conditions to be placed on the policy:

There are no proposed restrictions, limitations or conditions on the policy.

**State University System
Florida Board of Governors
Request to Establish Market Tuition Rates - Regulation 7.001(15)**

Accountability Measures

Indicate how the university will monitor the success of the policy. Provide specific metrics that will be used.

The university will monitor success of the policy using: 1) Achieving recruiting goals - Number of students enrolled 2) Retention rates, and 3) graduation rates, and (4) student satisfaction. These last two are currently accountability measures for all graduate programs. A survey will be used to measure student satisfaction.

Course Availability

Explain how the university will ensure that sufficient courses are available to meet student demand and facilitate completion of each program submitted for consideration. Will any similar E&G courses be eliminated or scaled back if this program is implemented?

There is a face-to face E&G based program which will continue to be offered upon implementation of the fully online program. Additional online courses will be offered in 16-months' rotation - one rotation will service three cohorts. The lock-step cohort format will ensure that courses are available to meet student demand and facilitate program completion. No similar E&G courses will be eliminated or scaled back if this program is implemented.

Economic Impact

Provide economic impact that this proposal will have on the university and the student, anticipated revenue collection, how the revenue will be spent, whether any private vendors will be used, and which budget entity the funds will be budgeted.

This proposal will allow the University to offer a specialized program and provide a needed service to the community. It is expected that the program will generate a total revenue of \$1.1 million during the implementation of three cohorts. The revenue will be spent to cover direct and indirect instructional costs, program administration, career services, professional development, and college initiatives. The funds will be budgeted in the auxiliary enterprise. The PSMEPM Market Tuition Rate program will not supplant an existing E&G funded degree program in the same discipline.

Other Information

Provide any additional information if necessary, and complete the attached supplemental form.

None.

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THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES

June 12, 2014

Subject: New Biscayne Bay Campus Student Housing project

Proposed Board Action:

Authorize the University President or designee to (i) enter into a Sublease Agreement and Operating Agreement with NCCD–Biscayne Properties LLC (“NCCD-Biscayne”), a single member limited liability company owned by National Campus and Community Development Corporation (“NCCD”), on substantially the same terms as described herein, and (ii) take all actions and execute all other incidental documents necessary or desirable in connection with NCCD-Biscayne’s development, construction and operation of the Student Housing project, including, but not limited to, granting easements and licenses on the Biscayne Bay Campus.

Background Information:

On October 4, 2013, FIU issued FIU ITN 34-003 for the development of a residence facility on Biscayne Bay Campus (BBC) to be fully planned, designed, constructed, financed, owned, operated and maintained by an outside party. The anticipated benefits of this collaboration are to fulfill students’ needs for safe, high-quality on-campus housing facilities at BBC which encompass convenient, well-appointed accommodations within proximity of FIU classrooms, offices and campus amenities.

An evaluation committee with representatives from the student body, the Office of Students Affairs, the Office of the Vice Provost at BBC, and the Office of Finance and Administration selected from a pool of eight proposals, a proposal led by Servitas LLC (“Servitas”), based on the proposed project’s fit with FIU’s priorities, consideration paid to FIU, corporate profile, development experience, and facility design. A description of the companies that make up the project team is attached hereto as Appendix A- project Team.

The selected project will be a facility containing approximately 618 beds in a 9-story facility totaling approximately 297,000 square feet, a resort-style swimming pool and other amenities constructed on approximately 3.5 acres of land (no more land than is reasonably required to accommodate the project will be provided). The project will include approximately 7,500 square feet of space for FIU’s exclusive use (classrooms, Student Services and/or Business Services) at no cost to FIU and parking spaces at a ratio of approximately one space for every two beds. Renderings of the project are attached hereto as Appendix B – Renderings of the project.

The tenants of the project will be FIU students. Should expected occupancies not be met, FIU faculty, staff, other FIU approved groups and students of other institutions of higher education may also be tenants of the project. Construction of the facility will be done in a two-phase approach to the interior buildout and finishing. The first phase, comprised of approximately 410 beds, is scheduled to be completed in August, 2015. The buildout of the second phase with the remaining 208 beds will be completed and available for occupancy in the Fall 2016 semester. The two phase approach is designed to provide the maximum number of beds at BBC for the Fall 2015 semester. In order to provide competitive rental rates to students, tax-exempt debt up to \$82,500,000 will be issued for the development of the project. Taxable debt of up to \$500,000 will also be issued to

cover the cost of issuance. The Miami-Dade Industrial Development Authority will act as the conduit issuer for this revenue-generating project where the funds generated from rental receipts will be pledged to make payments to bondholders.

Because tax-exempt debt is being issued, the project must be owned by a tax-exempt entity. A description of the structure of the transaction is attached hereto as Appendix C - Proposed project Structure.

Assessments of the feasibility of the project have been made by FIU and our financial advisors, Dunlap & Associates. An independent market demand study commissioned by NCCD and conducted by Alvarez & Marsal Real Estate Advisory Services has substantiated expected demand for the project.

FIU will grant a long-term sublease to NCCD-Biscayne for a term of 40 years. FIU will also grant easements, licenses and any other rights outside the subleased property as needed for the development and operation of the project. FIU will enter into an operating agreement with NCCD-Biscayne which establishes the various rights and responsibilities of the parties relating to the operation of the project. FIU will not have any financial or legal responsibility for the project. FIU will be limited in its ability to develop additional housing at BBC unless the project is evaluated by an outside consultant as being able to continue to meet its debt service coverage ratio. If, and when the project generates any surplus revenue, FIU will be the recipient of that surplus revenue. FIU will not make any financial commitments to the project and the credit of FIU and the State of Florida are not being used to support the project.

Section 1013.171, Florida Statutes, authorizes the FIU BOT to negotiate and enter into a long-term ground sublease of land for purposes of erecting facilities and accommodations which are necessary and desirable to serve the University needs and purposes. Upon receipt of this Board's approval, approval of the Board of Trustees of the Internal Improvement Trust Fund, through the Division of State Lands, will be obtained. Florida Board of Governors' approval is not required because this is not a University project.

Supporting Documentation: Appendix A - project Team
 Appendix B – Renderings of the project
 Appendix C - Proposed project Structure
 Supplemental supporting documentation

Facilitator/Presenter: Sukrit Agrawal, *Finance and Audit Committee Chair*

Appendix A - project Team

Servitas LLC – Program and Development Management

Servitas LLC, headquartered in Irving, Texas, led the response to FIU's ITN 34-003 and serves as the primary point of contact for FIU, coordinating all details, decisions and project delivers with team members. The firm has served more than 40 universities in 15 states with the delivery of more than 40,000 on-campus beds. Key services in higher education are: market and feasibility analysis, master planning, finance coordination, in-house construction and property management. Servitas LLC has developed the 405-bed, LEED gold certified Lighthouse Commons facility for Edison State College in Fort Myers, Florida with a tax-exempt bond issue of \$26,300,000 and 338 beds for Stetson University in DeLand, Florida with a tax-exempt bond issue of \$17,015,000.

Servitas Management Group – Property Management and Residential Life Programming

Servitas Management Group manages a variety of student housing property types across the country and developed a deep understanding of student housing operations including: maintenance, marketing, leasing and residence life programming. The firm regularly survey's students to maintain an awareness of current student preferences and concerns.

Kaufman Lynn – General Contractor

Headquartered in Boca Raton and operating in the South Florida market for 25 years, Kaufman Lynn partners with the right subcontractors and suppliers and is widely experienced in the effects of a coastal environment on construction. Housing facilities are one of Kaufman Lynn's major market sectors. Kaufman Lynn has committed the same team members to the BBC housing project as managed the construction team that just completed the 1,200 bed Innovation Village Student Residence and 600 bed Parliament Hall at Florida Atlantic University.

PGAL - Architecture / Engineering

PGAL is an international practice with 170 professionals offering services in architecture, planning, interior design, engineering and program management. In Florida for more than 30 years the Boca Raton office specializes in a range of building types from on campus housing, higher education, K-12 classroom and academic buildings. In the last decade, PGAL has designed over 20,000 housing units of all sizes and configurations including dozens of campus housing options for universities. Key personnel assigned to the BBC Housing project have worked together in the development of more than 10,000 beds with almost 3,300 beds developed for Florida Atlantic University.

NCCD–Biscayne Properties LLC - Owner

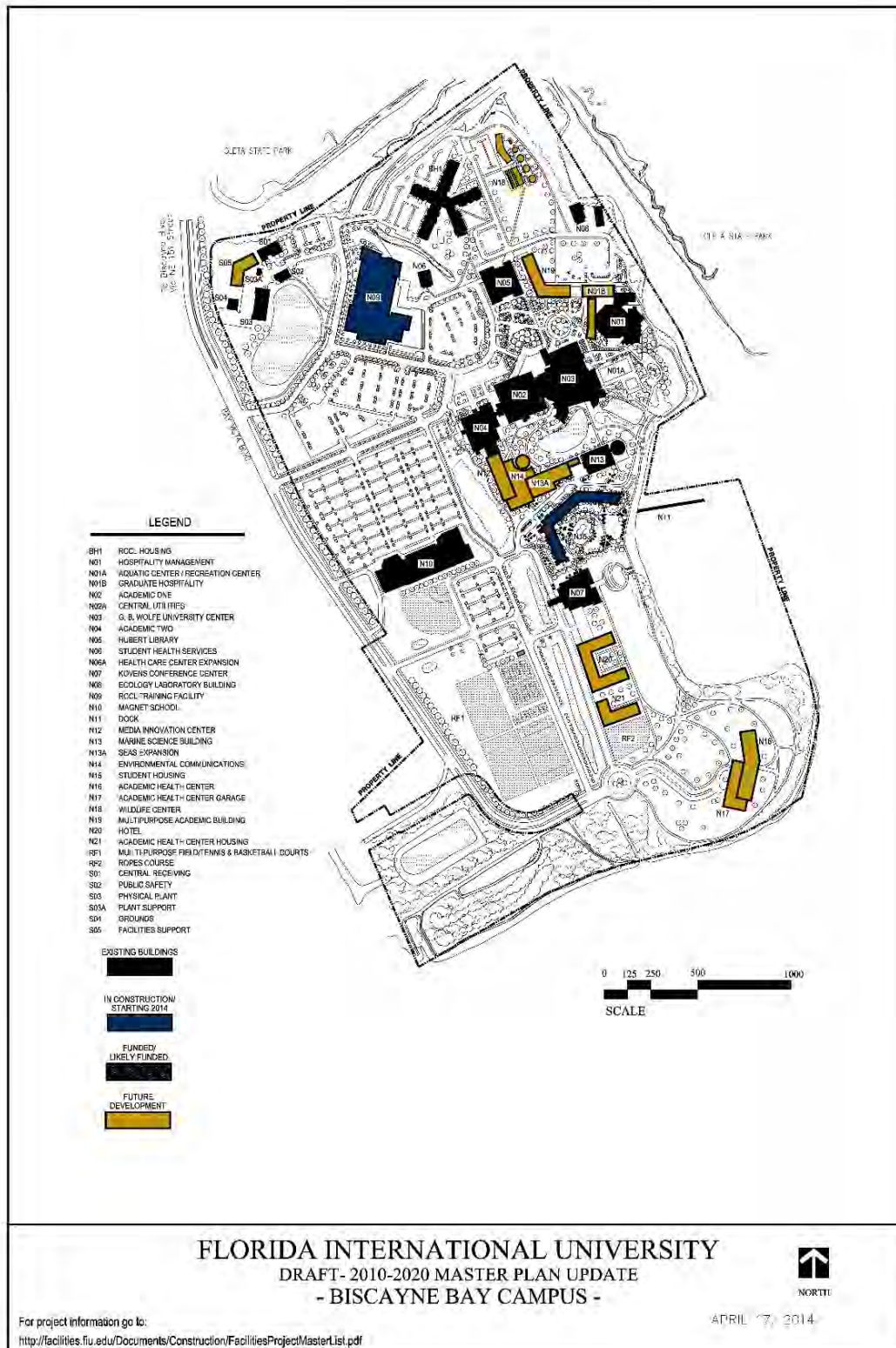
National Campus and Community Development Corporation (“NCCD”) of Austin, Texas is a not-for-profit 501(c)3 corporation founded in 2006. NCCD was organized to engage in a broad range of activities that among other things, provides support for universities by financing student housing facilities for the benefit of students, faculty and staff. NCCD will organize a single member Limited Liability Company “NCCD–Biscayne Properties LLC” in Tennessee, of which NCCD will be the only member, to own the project. NCCD–Biscayne Properties LLC will hold development and management agreements with Servitas LLC and Servitas Management Group respectively.

Raymond James – Underwriters

Raymond James is a top 10 underwriter of bond issues for both public and private institutions of higher learning throughout the United States. Since 2006, the firm has managed 528 issues for colleges and universities with a par value of \$39.1 billion. Raymond James has extensive experience in the area of privatized student housing, serving as underwriter on more than 60 issues with a total par value of \$1.4 billion since 2000. The BBC Housing project will be funded by private placement or a negotiated public offering with Raymond James serving as senior managing underwriter.

Appendix B – Renderings of the project

Master Plan graphic depicting the proposed development on site



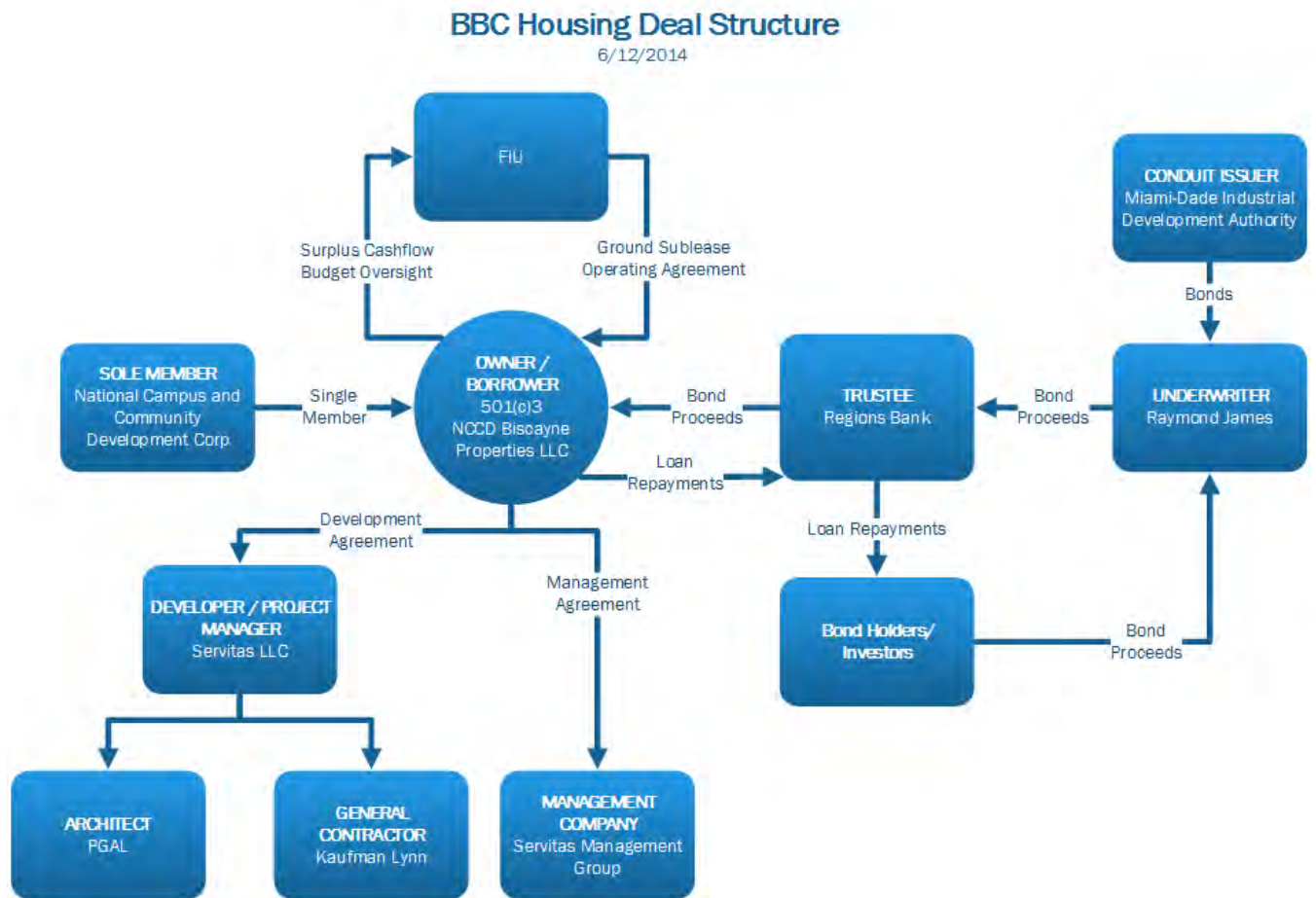
Site Detail



View from the Northwest looking toward Biscayne



Appendix C - Proposed project Structure



Methodology

Study presented analysis of the Miami-Fort Lauderdale-Pompano Beach, Florida Metropolitan Statistical Area (MSA), the City of North Miami, FIU-BBC, A&M's analysis of unit mix and unit pricing and the potential demand for student housing at the BBC Campus.

A&M relied on a student housing survey conducted by Servitas in March 2014 which received a total of 219 completed responses from student who take the majority of their classes at FIU-BBC. This sample represents 5.9% of the student population that take the majority of their classes at BBC.

Demand

Primary demand: Students who take more than 50% of their classes at BBC

Supplemental demand: Students who take 50% or fewer of their classes at BBC

| | Primary Demand | Supplemental Demand |
|---|----------------|---------------------|
| Demand considering Indicated Housing Budgets (rates respondents are willing to pay) | 1,137 | 902 |
| Demand considering Current Housing Budgets (rate respondents are currently paying) | 412 | 276 |

Unit Mix

| Unit demand assessment | Type | Units | Beds | Servitas Current Academic Year | Servitas Current 12-mo Lease |
|---|-------------------|-------|------|--------------------------------|------------------------------|
| Demand may be overstated for 4/2's since BBC has fewer than average single full-time freshmen who typically prefer these units | 4Bed/2Bath | 80 | 320 | \$959 | \$799 |
| Demand may be unmet for additional 2/2 units given the more mature student demographics | 2Bed/2Bath | 128 | 256 | \$1,079 | \$899 |
| Demand may be unmet for additional studio units given the more mature student demographics | Studio | 40 | 40 | \$1,103 | \$919 |

Rents

Proposed Rents are expected to be higher than current MMC and BBC on-campus housing prices and higher than the average rent survey respondents would pay. The average rent students are willing to pay (Indicated Budgets) may be skewed downward since respondents are basing their opinion on experiences with existing (older) housing options.

Students indicate a willingness to increase their housing budget for a modern, fully-furnished student housing development on FIU – BBC.

Using Current Housing Budgets likely understates demand and is not considered to be a true indication of the rental rates that could be achieved at the subject property which will be a new, modern, student oriented housing development.

Enrollment at BBC

| Headcount | | |
|---------------------------------|--------------|--------------|
| 100% of classes at BBC | 1,914 | Primary |
| More than 50% of classes at BBC | 1,770 | |
| 50% or fewer classes at BBC | 3,702 | Supplemental |
| Total BBC Enrollment | 7,386 | |

The University projects that enrolment will remain flat in the near term, therefore the following are vitally important for the success of the Subject Property:

- Concentrate enrollment efforts on traditional college student who live outside of the Miami metro area (single, undergraduate students between the ages of 18 to 24, they have a higher propensity to live on campus
- Recruit out-of-state and international students to FIU-BBC, as they are ideal candidates for on-campus living.
- Ensure that FIU-BBC institutes and maintains viable degree programs.

Market Overview

The Metropolitan Statistical Area (MSA) total labor force was 2,977,480 with an unemployment rate of 6.2% or 200 basis points, according to the Bureau of Labor Statistics in January 2014.

The MSA's economic strengths include strong ties to Latin America, luxury status attracts international capital, international trade poised to accelerate, well-developed shipping and distribution infrastructure. The weakness in the MSA economy is the high household debt burden, congested roads and airport, industrial structure that leaves economy susceptible to business cycle downturns.

The City of North Miami is the fourth largest city in Miami-Dade County. The city is located halfway between Miami and Fort Lauderdale and has good access to Broward and Miami-Dade goods and services and labor markets. There is also convenient access to Interstate 95, US 441, US1, the Florida Turnpike, the Gratigny Expressway, the Miami International and Ft Lauderdale International Airports, Port Everglades, Port of Miami and the Florida Fast Coast Railway.

The historical data indicates that occupancy in multifamily submarket has been strong averaging 96.8% from 2000 to 2013. As of year-end 2013 occupancy for multifamily in North Miami was 97.2%. Average occupancy forecasted from 2014 through 2019 is 95.4%. Rent growth has averaged 3.5% since 2000.

The majority of the developments in the pipeline are conventional projects and not in proximity to the BBC campus. These developments are not likely to appeal to a significant number of FIU-BBC students.

Growth in North Miami is higher than the county and the State of Florida as whole. Population and household growth is projected to be strong over the next five years in all geographic areas with the highest growth in the one mile ring. The one mile ring has the youngest residents (ages 15-24) consisting of 20.5% of the population. This is further indication of the relative percentage of college-aged student in the one mile ring.

GROUND SUBLEASE
SUMMARY OF TERMS

| | |
|-------------------------------------|--|
| Parties: | FIU, as Landlord, and NCCD-Biscayne Properties LLC, as Tenant. The sole member of Tenant is National Campus and Community Development Corporation, a tax-exempt entity. |
| Subleased Premises: | Approximately 3.5 acres on the FIU BBC Campus generally located between existing academic facilities and Kovens Conference Center. |
| Project: | Tenant is obligated to construct and operate the Series 2014 Project, pursuant to FIU's design and construction standards and plans and specifications approved by FIU. |
| Term: | 40 Years, no automatic renewals / extensions. |
| Rent/Revenue to FIU: | All revenues generated by the Series 2014 Project in excess of debt service, operating costs, capital reserves and management fees are paid to FIU as rent; rent is estimated to be +/- \$195 million over 34 years with an estimated net present value of approximately \$41 million discounted at 6%. The annual value varies per year, increasing to approximately \$15 million at the end of the term. FIU's rent figure assumes the Project has a 95% academic term occupancy and the rental rates are increasing annually by 3%. |
| Permitted Use/ Eligible Tenants: | <p>Student housing. The following categories of occupants are eligible to rent housing units in the facility, in order of priority:</p> <ul style="list-style-type: none">• FIU students• Full-time faculty• Visiting faculty• Full-time staff approved by FIU• Sponsored programs approved by FIU• Students enrolled at other institutions of higher education which have an affiliation or cooperation agreement or an arrangement approved in writing by FIU |

Note: Leasing activities must comply with IRS private use rules to avoid loss of tax-exempt status of bonds.

- Insurance: Appropriate property and general liability insurance must be carried by the Tenant.
- Maintenance: Tenant is obligated to maintain, repair and make replacements as needed to keep the project in good working order and condition. Annual condition assessment to be conducted by Tenant and FIU representative.
- Leasehold Mortgages: Tenant may grant leasehold mortgages in the subleased premises and project.
- FIU Purchase Option: FIU has the right to acquire the project at fair market value.
- University Reserved Space: Reserve approximately 7,500 square feet in each phase of the Series 2014 Project for FIU's use and benefit.
- No Sale/ Assignment: None without prior written consent of FIU.
- Guaranty: None. The obligations of NCCD-Biscayne are strictly limited to the project and project's revenues.

OPERATING AGREEMENT

SUMMARY

- Parties:** FIU and NCCD-Biscayne Properties LLC (Owner). The sole member of Owner is National Campus and Community Development Corporation, a tax-exempt entity.
- Objective:** Establish detailed standards for the operation, management, and maintenance of the Series 2014 Project to implement the general requirements in the Ground Sublease and establish operating protocols for areas in which FIU and the Owner will interface throughout the term, including, campus security, parking, utility service and physical plant.
- Term:** 40 years; co-terminus with the Ground Sublease.
- Advisory Committee:** Requires creation of an Advisory Committee made up of representatives appointed by the Manager, the Owner and FIU. The Advisory Committee will have approval rights over the budget (including rental rates), the marketing plan and the operating plan. If the Advisory Committee does not agree on a budget for a particular year, the budget for that year will be the prior year's budget plus a CPI adjustment.
- Specific Standards:**
- Must be operated, managed and maintained in accordance with the standards and practices of first class operators that operate and manage student housing facilities similar to the Series 2014 Project on behalf of institutional lessors.
 - Requires annual facility condition assessment.
 - Requires compliance with applicable rules, regulations, standards, and policies of FIU, including its Residence Life Program.
 - Establishes minimum ratio of resident assistants to residents.
 - Requires timely resolution of resident complaints.
 - Requires periodic surveys to evaluate resident satisfaction.
 - Establishes security protocols and requirements.
 - Requires FIU review and approval of the rental program policies and procedures.
 - Requires referral of misconduct to FIU's Student Conduct Office.
- Non-Compete/
Add'l Beds Test:** FIU may not construct additional housing at BBC unless debt service coverage at 1.2 times has been met for the prior two years and is estimated by an outside consultant to meet the coverage requirement for two years after any new housing is operational.

DEVELOPMENT AGREEMENT

SUMMARY OF TERMS

- Parties are NCCD – Biscayne Properties LLC (“Owner”) and Servitas, LLC (“Developer”)
- Owner engages the Developer for the development, design, construction and equipping of the Project, Phase I (410 beds) which is to be substantially complete by July 15, 2015 and available for occupancy by Eligible Residents by August 1, 2015 and Phase II (208 beds) which is to be substantially complete by July 15, 2016 and available for occupancy by Eligible Residents by August 1, 2016.
- Developer will design the Project in accordance with all applicable codes and plans and specifications approved by University. Developer will engage an architect for such purpose. All permits will be obtained by Developer.
- Developer will engage a general contractor to construct the project on a guaranteed maximum price basis. All contractors and subcontractors require Owner approval. All change orders involving a change in cost require Owner approval.
- Each phase of the Project is to be completed on the dates provided above, subject to excusable delays. In the event Developer does not complete each phase of the Project by such dates, regardless of excusable delays, Developer shall pay Owner for temporary housing of Eligible Residents, including transportation and moving expenses.
- Developer will be paid a developer’s fee for its services as specified in the Sources and Uses Table. The Developer’s fee shall be paid (1) one-half at Bond Closing, and (2) one-half in equal monthly installments between Bond Closing and Substantial Completion of Phase II of the Project.
- Developer is at risk for all cost overruns on the design and construction of the Project, with the exception of changes requested by the University.
- A Developer’s Contingency of \$2,500,000 will be established for Developer to resolve unforeseen issues with the Project which may include unforeseen conditions and delays. Any unused portion of the Developer’s Contingency upon completion of the Project will be paid to Developer.

- Each month, Developer will submit to Owner a Request for Payment requesting payment for completed work (less prior payments) pursuant to an agreed Schedule of Values. Each Request for Payment shall include a certification from Developer that no liens are outstanding on the Project with respect to the work. Developer will also submit a monthly progress report describing the aspects of the work that have been commenced and the status thereof.
- Developer shall provide a 1 year warranty on all work.

PROPERTY MANAGEMENT AND RESIDENTIAL LIFE AGREEMENT

SUMMARY OF TERMS

- Parties are NCCD - Biscayne Properties LLC ("Owner") and Servitas Management Group, LLC ("Manager").
- Owner appoints the Manager to manage and lease the Project. Manager uses standard lease forms approved by FIU and the Owner.
- Manager is responsible for ensuring the Project achieves the Debt Service Coverage Ratio of 1.2 times required by the Bond Indenture and meets the performance standards for a high quality living/learning community as specified by FIU in the FIU/Owner Operating Agreement.
- In accordance with the Sublease and FIU/Owner Operating Agreement, the rooms will be leased to FIU students as a first priority, and, if space remains available, to the following in order of priority: regular full time faculty, visiting faculty, FIU approved staff, FIU approved groups and entities and enrolled students of other institutions of higher education with which FIU has an affiliation or other agreement.
- Manager must implement all FIU regulations and policies applicable to the University's campus, including the student code of conduct, no firearms policy, no smoking policy and the alcohol use policy and handle any resident complaints pursuant to the FIU/Owner Operating Agreement.
- The Manager is required to comply with all other terms of the Sublease and the Operating Agreements as well as all other documents of the Owner as the borrower.
- The initial term is 5 years (3 years following substantial completion of Phase Two) subject to termination by either party at the end of the initial term with 90 days' notice; or pursuant to the Bond Indenture (such as the occurrence of an event of default); or by the Owner after 3 years upon 180 days' notice; or by Manager upon 60 days' notice; or upon a sale of the Project.
- The management fee is a fixed amount through substantial completion of the Project and then, for the initial term, converts to a combination of variable and fixed compensation as shown on the Operating Revenues and Expenses statement.
- 75% of the annual management fee is subject to compliance with the Project meeting a debt service coverage ratio of 1.2 times.
- 25% of the annual management fee is paid monthly.

- The Agreement will provide for the formation of an Advisory Committee made up of representatives appointed by the Manager, the Owner and FIU. The Advisory Committee will have approval rights over the budget (including rental rates), the marketing plan and the operating plan. If the Advisory Committee does not agree on a budget for a particular year, the budget for that year will be the prior year's budget plus a CPI adjustment.
- The Manager enters into appropriate service contracts, maintains and repairs the Project pursuant to the Budget (including capital expenses) and the FIU/Owner Operating Agreement, collects and remits the revenues and pays expenses of the operation of the Project.
- The Manager must maintain adequate records and submit monthly reports to the Owner and FIU on leasing, income, operating expenses and similar data. Annually, the Manager must submit a profit and loss statement.
- There are standard provisions for termination of the Agreement in the event of a default by either the Manager or the Owner.
- The Agreement is not assignable by the Manager without the consent of the Owner.

Miami-Dade County Industrial Development Authority
Industrial Development Revenue Bonds
(NCCD-Biscayne Bay Properties LLC Project)
Series 2014 A & B

Term Sheet

| | |
|---------------------------|--|
| Issuer: | Miami-Dade County Industrial Development Authority |
| Borrower: | NCCD-Biscayne Bay Properties LLC, a single member Tennessee limited liability company whose sole member is National Campus and Community Development Corporation, a Texas 501(c)-3 not-for-profit corporation. |
| Developer: | Servitas LLC, Irving Texas |
| Contractor: | Kauffman Lynn Construction, Inc., Boca Raton, Florida |
| Manager: | Servitas Management Group, LLC, Irving, Texas |
| Project Site: | The Project is to be built on the Biscayne Bay Campus of Florida International University, North Miami, Florida. |
| Use of Proceeds: | Proceeds will be used to (i) construct a 618 bedroom student housing facility; (ii) fund a debt service reserve fund; (iii) fund a capitalized interest fund; and (iv) pay the costs of issuing the Bonds. |
| The University: | The Project will be for the primary benefit of students of Florida International University (the “ <i>University</i> ”). |
| Closing Date: | July 17, 2014 (preliminary, subject to change) |
| Proposed Sale Date: | July 10, 2014 (preliminary, subject to change) |
| Approximate Project Cost: | \$81,855,344 (preliminary, subject to change). |
| Approximate Par Amount: | \$81,560,000 Series A Bonds (preliminary, subject to change). \$240,000 Series B Bonds (Taxable) (preliminary, subject to change). |
| Term: | 34 years |
| Payment Dates: | Series A and B Bonds: Interest will be payable semi-annually on each June 1 and December 1, beginning on December 1, 2014. Principal and sinking fund installments will be payable annually on each June 1, beginning on June 1, 2016. |
| Expected Rating: | Series A & B Bonds: BBB- by Standard & Poor’s. [TBD]. |
| Type of Sale: | Series A & B Bonds: Public offering through negotiated sale method. Underwriter for the financing will be Raymond James & Associates, Inc. |

| | |
|---------------------------|---|
| Minimum Denominations: | Series A & B \$5,000 minimum denominations and in book-entry form. |
| Construction Period: | June, 2014 through July, 2015 (Phase I) July, 2015 through July, 2016 (Phase II) |
| Capitalized Interest: | Through December 1, 2016 for the Series A and B Bonds. |
| Ground Lease: | The Borrower will enter into a ground sublease with the University for the property on which the Project will be built. |
| Optional Redemption: | The Bonds will be subject to optional redemption in whole or in part on or after June 1, [TBD], at par. |
| Extraordinary Redemption: | The Bonds will be subject to extraordinary redemption, at par plus accrued interest to the redemption date from insurance or condemnation proceeds that are received with respect to damage, destruction, or condemnation of the Project. The Bonds are also subject to extraordinary redemption in the event of other unforeseen circumstances as described in the Trust Indenture. |
| Other Redemptions at Par: | The Bonds will also be subject to redemption, at par plus accrued interest to the redemption date from excess title insurance, net proceeds of sale of obsolete equipment, and excess construction proceeds. |
| Security for the Bonds: | The Series A & B will be special limited obligations of the Issuer, payable solely from the Pledged Revenues (gross revenues) and amounts in certain funds and accounts held by the Trustee under the Indenture. A first leasehold mortgage to secure the obligations will be granted to the holders of the Series A and B Bonds. The Bonds are further secured during construction by a completion guaranty provided by the Developer and a Payment and Performance Bond provided by the General Contractor. The Series A & B Bonds, will not constitute a debt of the Issuer, the University, the State of Florida or any political subdivision or agency thereof. Neither the full faith and credit nor the taxing power of the Issuer, the University, the State of Florida or any political subdivision or agency thereof will be pledged to the payment of the principal of, premium, if any, or interest on the Bonds. |
| Funds and Flow of Funds: | <p><i>Bond Fund</i> – will require monthly payments of principal and interest and will be used to pay Bondholders.</p> <p><i>Debt Service Reserve Fund</i> – the Debt Service Reserve Fund Requirement will be equal to the lesser of (i) maximum annual debt service on the Series A Bonds, (ii) 10% of the principal amount of the Series A Bonds, and (iii) 125% of average annual debt service on the Series A Bonds. Such moneys may be withdrawn by the Trustee to pay the principal of, and interest and premium, if any, on the Series A Bonds and on any Additional Bonds that are tax-exempt to the extent that there are insufficient funds in the Bond Fund and the Redemption Fund on the date such interest, principal and premium is due.</p> |

Repair and Replacement Fund – to be funded monthly from payments made by the Borrower from operating revenues of the Project. The payments into this funds will equal initially be funded at the rate of \$185 per bed and increased annually at a rate of 3.0%

Capitalized Interest – to be funded from bond proceeds to provide for required interest payments during construction of the Project plus and additional 6 months.

Surplus Fund – proceeds from operations after payments of debt service, all operating expenses and funding of all required reserve payments. After all payments have been made and a calculation of the fixed charges coverage ratio have been made certifying that the coverage is in excess of 1.20, the surplus fund will be transferred to the University.

Covenants:

Rate Covenant – Commencing in the first full year of occupancy, the Borrower must charge rents sufficient to maintain a 1.20 annual fixed charges coverage ratio on the Series A and B Bonds, as calculated and certified by the annual audit.

Annual Budget – The Manager, on behalf of the Borrower and in consultation with, and with the approval of, the University will be required to prepare and file with the Trustee a budget (operating and capital) for each fiscal year. This budget is required to project a fixed charges coverage ratio of at least 1.20 annually.

Financial Reporting – Annually an audited financial report on the facility will be filed with the Trustee within 120 days after the end of the fiscal year. All required notices will be filed with the Trustee on a timely basis.

Interest Cost:

Preliminary interest cost is estimated to be 5.317%

Sources & Uses

| Sources of Funds | Tax Exempt | Taxable | Total |
|--------------------------------------|---------------------|------------------|---------------------|
| Par Amount of Amounts | \$81,560,000 | \$240,000 | \$81,800,000 |
| Project Construction Fund Earnings | \$55,334 | | \$55,334 |
| Total Sources | \$81,615,334 | \$240,000 | \$81,855,334 |
| Uses of Funds | | | |
| Original Issue Discount | \$2,933,265 | | \$2,933,265 |
| Total underwriter's Discount | 774,820 | 2,280 | 777,100 |
| Costs of Issuance | 733,841 | 212,159 | 946,000 |
| Deposit to Debt Service Reserve Fund | 5,247,250 | | 5,247,250 |
| Deposit to Capitalized Interest Fund | 6,657,394 | 14,244 | 6,671,638 |
| Deposit to Construction Fund | 65,267,654 | 10,000 | 65,277,653 |
| Rounding Amount | 1,110 | 1,317 | 2,463 |
| Total Uses | \$81,614,334 | \$240,000 | \$81,855,344 |

Preliminary

\$81,855,334.00

Florida International University Project
Student Housing Fixed Rate Revenue Bonds
Series 2014

Total Issue Sources And Uses

Dated 07/02/2014 | Delivered 07/02/2014

| | Tax-exempt | Taxable | Issue Summary |
|---|------------------------|---------------------|------------------------|
| Sources Of Funds | | | |
| Par Amount of Bonds | \$81,560,000.00 | \$240,000.00 | \$81,800,000.00 |
| Project Construction Fund Interest | \$55,334.00 | - | \$55,334.00 |
| Total Sources | \$81,615,334.00 | \$240,000.00 | \$81,855,334.00 |
| Uses Of Funds | | | |
| Original Issue Discount (OID) | 2,933,265.45 | - | \$2,933,265.45 |
| Total Underwriter's Discount (0.950%) | 774,820.00 | 2,280.00 | \$777,100.00 |
| Costs of Issuance | 733,840.58 | 212,159.42 | \$946,000.00 |
| Deposit to Debt Service Reserve Fund (DSRF) | 5,247,250.00 | - | \$5,247,250.00 |
| Deposit to Capitalized Interest (CIF) Fund | 6,657,394.31 | 14,244.26 | \$6,671,638.57 |
| Deposit to Project Construction Fund | 65,267,653.45 | 10,000.00 | \$65,277,653.45 |
| Rounding Amount | 1,110.21 | 1,316.32 | \$2,426.53 |
| Total Uses | \$81,615,334.00 | \$240,000.00 | \$81,855,334.00 |

DEVELOPMENT COST

| | Adjusted | 2014 | 2015 | Total |
|---|--------------------|-------------------|-------------------|-------------------|
| Div 00 CM Fee | 2,606,634 | 651,658 | 1,954,975 | 2,606,634 |
| Div 01 General Conditions | 2,331,267 | 582,817 | 1,748,450 | 2,331,267 |
| Div 02 Site Development | 3,742,917 | 935,729 | 2,807,188 | 3,742,917 |
| Div 03 Concrete | 9,759,018 | 2,439,754 | 7,319,263 | 9,759,018 |
| Div 04 Masonry | 66,769 | 16,692 | 50,077 | 66,769 |
| Div 05 Metals | 1,479,284 | 369,821 | 1,109,463 | 1,479,284 |
| Div 06 Woods and Plastics | 835,698 | 208,924 | 626,773 | 835,698 |
| Div 07 Waterproofing and Caulking | 644,872 | 161,218 | 483,654 | 644,872 |
| Div 08 Doors, Frames, and Hardware | 4,129,225 | 1,032,306 | 3,096,918 | 4,129,225 |
| Div 09 Finishes | 6,421,891 | 1,605,473 | 4,816,418 | 6,421,891 |
| Div 10 Specialties | 301,629 | 75,407 | 226,222 | 301,629 |
| Div 11 Equipment | 746,144 | 186,536 | 559,608 | 746,144 |
| Div 12 Furnishings | 133,121 | 33,280 | 99,841 | 133,121 |
| Div 13 Special Construction | 250,384 | 62,596 | 187,788 | 250,384 |
| Div 14 Elevators | 755,324 | 188,831 | 566,493 | 755,324 |
| Div 15 Mechanical | 8,824,278 | 2,206,070 | 6,618,209 | 8,824,278 |
| Div 16 Electrical/Voice Data System | 5,046,349 | 1,261,587 | 3,784,762 | 5,046,349 |
| Div 17 Sales Tax Credit | (454,680) | (113,670) | (341,010) | (454,680) |
| Liability Ins, Builders Risk, Payment Bonds | 1,015,834 | 253,958 | 761,875 | 1,015,834 |
| Contingency | 1,364,044 | 341,011 | 1,023,033 | 1,364,044 |
| Total Hard Costs | 168.4 /sqft | 50,000,000 | 12,500,000 | 37,500,000 |
| | | | | 50,000,000 |

| | | | | |
|---|-------------------------------|-------------------|-------------------|-------------------|
| Soft Costs | | | | |
| A & E Fees | 2,853,600 | 2,639,580 | 214,020 | 2,853,600 |
| FF&E | 3,704,061 | - | 3,704,061 | 3,704,061 |
| Construction Administration | 1,000,000 | 333,333 | 666,667 | 1,000,000 |
| Program Management | 3,351,094 | 2,094,434 | 1,256,660 | 3,351,094 |
| Development Contingency | 2,500,000 | 625,000 | 1,875,000 | 2,500,000 |
| Total Soft Costs | 13,408,755 | 5,692,347 | 7,716,408 | 13,408,755 |
| Preclosing and Financing Costs | | | | |
| Predevelopment Costs | 891,325 | | | |
| Permits, Inspections, and Fees | 980,000 | | | |
| Original Issue Discount (OID) | 2,933,265 | | | |
| Cost of Issuance - Bonds | 946,000 | | | |
| Total Underwriter's Discount (.950%) | 777,100 | | | |
| Debt Service Reserve | 5,247,250 | | | |
| Capitalized Interest | 6,671,639 | | | |
| Total Preclosing and Financing Costs | 18,446,579 | 18,446,579 | - | 18,446,579 |
| Total Development Costs | 275.7 /sqft 81,855,334 | 36,638,926 | 45,216,408 | 81,855,334 |

| | |
|--------------------|----------|
| Land Costs | |
| Land Size (Acres): | 0.00 |
| Land Cost: | - |
| | |
| Broker Commission: | - |
| Other Land Cost | - |
| Other Land Cost | - |
| Other Land Cost | - |
| Total | - |

| | |
|-----------------------------|----------------|
| Predevelopment Costs | |
| Travel | 125,000 |
| Reimbursements/Fee | 270,000 |
| Market Study | 55,000 |
| Printing Costs | 50,000 |
| Marking | 15,000 |
| Office Lease | 25,000 |
| Survey | 10,000 |
| Environmental Assessment | 10,000 |
| Reprographics | 5,000 |
| Estimating | 25,000 |
| Accounting | 10,000 |
| Legal | 75,000 |
| Office Equipment/Rentals | 50,000 |
| Title Insurance | 166,325 |
| Total | 891,325 |

| | |
|--|----------------|
| Permits, Inspections & Fees | |
| Building Permit | 680,000 |
| Water/Sewer Meter Fees | 50,000 |
| Electric Meter Fee | 50,000 |
| Schools Impact | - |
| Parks Impact | - |
| Permit Expeditor | - |
| Inspections | 100,000 |
| Testing | 100,000 |
| Description | - |
| Description | - |
| Description | - |
| Total | 980,000 |

| | |
|---|------------------|
| Furniture, Fixtures, & Equipment | |
| Apartment Furniture | 1,006,561 |
| Outdoor Furniture & Equipment | 100,000 |
| TVs | 200,000 |
| Electronics | 150,000 |
| Fitness | 100,000 |
| Model Unit Décor | 25,000 |
| Interior Decorating Fees | 25,000 |
| Interior Decorating Furn | 485,000 |
| Signage | 200,000 |
| Wiring/Internet/IT | 600,000 |
| Chiller Plant | 800,000 |
| Office Supplies/Equipment | 12,500 |
| Total | 3,704,061 |

| | |
|--|------------------|
| Architectural & Engineering | |
| Design Architect (% of Hard Cost) | 5.71% |
| Design Architect | 2,065,000 |
| Basic Site Services | 292,000 |
| CA for Phase I | 157,000 |
| Test Wells | 10,000 |
| CA for Phase II | 140,000 |
| Geotech/Survey | 29,000 |
| Reimbursibles | 15,000 |
| LEED | 95,600 |
| Marketing Material | 50,000 |
| Total | 2,853,600 |
| | |
| % Collected at Closing | 90% |
| Total as % of Hard Cost | 5.7% |

| Furniture | Units | Beds |
|-----------|------------|------------|
| C1-4B/2B | 80 | 320 |
| B1- 2B/2B | 128 | 256 |
| A1-Studio | 40 | 40 |
| Staff | 1 | 1 |
| Staff | 1 | 1 |
| 0 | 0 | 0 |
| | 250 | 618 |

| C1-4B/2B | Count | Unit Price | Total Cost |
|----------------------------|-------|-----------------|-------------------|
| Mattress | 320 | \$143.07 | 45,782.40 |
| Bed | 320 | 184.54 | 59,052.80 |
| Headboard | 320 | 86.00 | 27,520.00 |
| Night stand | 320 | 107.12 | 34,278.40 |
| Study Desk | 320 | 116.83 | 37,385.60 |
| Study Chair | 320 | 85.00 | 27,200.00 |
| Under Bed Dresser (1 each) | 320 | 110.35 | 35,312.00 |
| Loveseat | 80 | 750.00 | 60,000.00 |
| Chairs | 80 | 303.64 | 24,291.20 |
| Coffee Table | 80 | 130.00 | 10,400.00 |
| Side Table | 80 | 114.00 | 9,120.00 |
| Entertainment Table | 80 | 130.00 | 10,400.00 |
| Dining Table w 4 chairs | 80 | 750.00 | 60,000.00 |
| SUBTOTAL | | 3,010.55 | 440,742.40 |

| B1- 2B/2B | Count | Unit Price | Total Cost |
|----------------------------|-------|-----------------|-------------------|
| Mattress | 256 | \$143.07 | 36,625.92 |
| Bed | 256 | 184.54 | 47,242.24 |
| Headboard | 256 | 86.00 | 22,016.00 |
| Night stand | 256 | 107.12 | 27,422.72 |
| Study Desk | 256 | 116.83 | 29,908.48 |
| Study Chair | 256 | 85.00 | 21,760.00 |
| Under Bed Dresser (1 each) | 256 | 110.35 | 28,249.60 |
| Loveseat | 128 | 581.52 | 74,434.56 |
| Chair | 128 | 303.64 | 38,865.92 |
| Coffee Table | 128 | 130.00 | 16,640.00 |
| Side Table | 128 | 114.00 | 14,592.00 |
| Entertainment Table | 128 | 130.00 | 16,640.00 |
| 2 Bar Stools | 128 | 200.00 | 25,600.00 |
| SUBTOTAL | | 2,292.07 | 399,997.44 |

| A1-Studio | Count | Unit Price | Total Cost |
|----------------------------|--------------|-------------------|-------------------|
| Mattress | 40 | \$143.07 | 5,722.80 |
| Bed | 40 | 184.54 | 7,381.60 |
| Headboard | 40 | 86.00 | 3,440.00 |
| Night stand | 40 | - | - |
| Study Desk | 40 | 116.83 | 4,673.20 |
| Study Chair | 40 | 85.00 | 3,400.00 |
| Under Bed Dresser (1 each) | 40 | 110.35 | 4,414.00 |
| Sofa | 40 | - | - |
| Chair | 40 | - | - |
| Coffee Table | 40 | - | - |
| Side Table | 40 | - | - |
| Entertainment Table | 40 | - | - |
| 2 Bar Stools | 40 | 200.00 | 8,000.00 |
| SUBTOTAL | | 925.79 | 37,031.60 |

| Staff | Count | Unit Price | Total Cost |
|----------------------------|--------------|-------------------|-------------------|
| Mattress | 1 | \$143.07 | 143.07 |
| Bed | 1 | 184.54 | 184.54 |
| Headboard | 1 | 86.00 | 86.00 |
| Night stand | 1 | - | - |
| Study Desk | 1 | 116.83 | 116.83 |
| Study Chair | 1 | 85.00 | 85.00 |
| Under Bed Dresser (1 each) | 1 | 110.35 | 110.35 |
| Sofa | 1 | 750.00 | 750.00 |
| Chairs | 1 | 303.64 | 303.64 |
| Coffee Table | 1 | 130.00 | 130.00 |
| Side Table | 1 | 114.00 | 114.00 |
| Entertainment Table | 1 | 130.00 | 130.00 |
| Dining Table w 2 chairs | 1 | 500.00 | 500.00 |
| SUBTOTAL | | 2,653.43 | 2,653.43 |

| Staff | Count | Unit Price | Total Cost |
|----------------------------|-------|-----------------|-----------------|
| Mattress | 1 | \$143.07 | 143.07 |
| Bed | 1 | 184.54 | 184.54 |
| Headboard | 1 | 86.00 | 86.00 |
| Night stand | 1 | - | - |
| Study Desk | 1 | 116.83 | 116.83 |
| Study Chair | 1 | 85.00 | 85.00 |
| Under Bed Dresser (1 each) | 1 | 110.35 | 110.35 |
| Sofa | 1 | 750.00 | 750.00 |
| Chairs (2 each) | 1 | 303.64 | 303.64 |
| Coffee Table | 1 | 130.00 | 130.00 |
| Side Table | 1 | 114.00 | 114.00 |
| Entertainment Table | 1 | - | - |
| Dining Table w 2 chairs | 1 | 500.00 | 500.00 |
| SUBTOTAL | | 2,523.43 | 2,523.43 |

| | | |
|---------------------------|-------|------------------|
| Subtotal | | 882,948 |
| Shipping/ Handling | 7.50% | 66,221 |
| Installation | 6.50% | 57,392 |
| Tax | 0.00% | - |
| Total | | <u>1,006,561</u> |
| \$/Bed | | 1,628.74 |

| Cost of Issuance | Preliminary |
|-------------------------|--------------------|
| Financial Advisor | 45,000 |
| Bond Counsel | 103,500 |
| Underwriter's Counsel | 90,000 |
| Owner's Counsel | 26,500 |
| Developer's Counsel | 32,000 |
| University Counsel | 50,000 |
| Trustee Fees | 8,500 |
| Trustee Council | 7,500 |
| Rating Agency Fee | 60,000 |
| Disclosure Counsel | 49,000 |
| Printing | 2,500 |
| Foundation Counsel | 26,500 |
| Miscellaneous | 25,000 |
| Issuer Fee | 210,000 |
| Foundation Fee | <u>210,000</u> |
| Total | 946,000 |

Preliminary

\$81,800,000

Florida International University Project

Student Housing Fixed Rate Revenue Bonds

Series 2014

Net Debt Service Schedule

| Date | | Principal | Coupon | Interest | Total P+I | DSR | CIF | Net New D/S |
|------------|------|--------------|--------|--------------|--------------|----------------|----------------|--------------|
| 06/30/2015 | 2015 | - | - | 3,635,358.61 | 3,635,358.61 | - | (3,635,358.61) | - |
| 06/30/2016 | 2016 | 350,000.00 | 3.029% | 3,977,900.00 | 4,327,900.00 | - | (3,117,612.83) | 1,210,287.17 |
| 06/30/2017 | 2017 | 485,000.00 | 2.000% | 3,967,300.00 | 4,452,300.00 | (39,354.38) | (116,109.66) | 4,296,835.96 |
| 06/30/2018 | 2018 | 735,000.00 | 2.000% | 3,957,600.00 | 4,692,600.00 | (78,708.76) | - | 4,613,891.24 |
| 06/30/2019 | 2019 | 925,000.00 | 3.000% | 3,942,900.00 | 4,867,900.00 | (78,708.76) | - | 4,789,191.24 |
| 06/30/2020 | 2020 | 1,140,000.00 | 3.000% | 3,915,150.00 | 5,055,150.00 | (78,708.76) | - | 4,976,441.24 |
| 06/30/2021 | 2021 | 1,365,000.00 | 3.000% | 3,880,950.00 | 5,245,950.00 | (78,708.76) | - | 5,167,241.24 |
| 06/30/2022 | 2022 | 1,405,000.00 | 5.000% | 3,840,000.00 | 5,245,000.00 | (78,708.76) | - | 5,166,291.24 |
| 06/30/2023 | 2023 | 1,475,000.00 | 5.000% | 3,769,750.00 | 5,244,750.00 | (78,708.76) | - | 5,166,041.24 |
| 06/30/2024 | 2024 | 1,550,000.00 | 5.000% | 3,696,000.00 | 5,246,000.00 | (78,708.76) | - | 5,167,291.24 |
| 06/30/2025 | 2025 | 1,625,000.00 | 5.000% | 3,618,500.00 | 5,243,500.00 | (78,708.76) | - | 5,164,791.24 |
| 06/30/2026 | 2026 | 1,705,000.00 | 5.000% | 3,537,250.00 | 5,242,250.00 | (78,708.76) | - | 5,163,541.24 |
| 06/30/2027 | 2027 | 1,795,000.00 | 5.000% | 3,452,000.00 | 5,247,000.00 | (78,708.76) | - | 5,168,291.24 |
| 06/30/2028 | 2028 | 1,885,000.00 | 5.000% | 3,362,250.00 | 5,247,250.00 | (78,708.76) | - | 5,168,541.24 |
| 06/30/2029 | 2029 | 1,975,000.00 | 5.000% | 3,268,000.00 | 5,243,000.00 | (78,708.76) | - | 5,164,291.24 |
| 06/30/2030 | 2030 | 2,075,000.00 | 5.000% | 3,169,250.00 | 5,244,250.00 | (78,708.76) | - | 5,165,541.24 |
| 06/30/2031 | 2031 | 2,180,000.00 | 5.000% | 3,065,500.00 | 5,245,500.00 | (78,708.76) | - | 5,166,791.24 |
| 06/30/2032 | 2032 | 2,290,000.00 | 5.000% | 2,956,500.00 | 5,246,500.00 | (78,708.76) | - | 5,167,791.24 |
| 06/30/2033 | 2033 | 2,405,000.00 | 5.000% | 2,842,000.00 | 5,247,000.00 | (78,708.76) | - | 5,168,291.24 |
| 06/30/2034 | 2034 | 2,525,000.00 | 5.000% | 2,721,750.00 | 5,246,750.00 | (78,708.76) | - | 5,168,041.24 |
| 06/30/2035 | 2035 | 2,650,000.00 | 5.000% | 2,595,500.00 | 5,245,500.00 | (78,708.76) | - | 5,166,791.24 |
| 06/30/2036 | 2036 | 2,780,000.00 | 5.000% | 2,463,000.00 | 5,243,000.00 | (78,708.76) | - | 5,164,291.24 |
| 06/30/2037 | 2037 | 2,920,000.00 | 5.000% | 2,324,000.00 | 5,244,000.00 | (78,708.76) | - | 5,165,291.24 |
| 06/30/2038 | 2038 | 3,065,000.00 | 5.000% | 2,178,000.00 | 5,243,000.00 | (78,708.76) | - | 5,164,291.24 |
| 06/30/2039 | 2039 | 3,220,000.00 | 5.000% | 2,024,750.00 | 5,244,750.00 | (78,708.76) | - | 5,166,041.24 |
| 06/30/2040 | 2040 | 3,380,000.00 | 5.000% | 1,863,750.00 | 5,243,750.00 | (78,708.76) | - | 5,165,041.24 |
| 06/30/2041 | 2041 | 3,550,000.00 | 5.000% | 1,694,750.00 | 5,244,750.00 | (78,708.76) | - | 5,166,041.24 |
| 06/30/2042 | 2042 | 3,725,000.00 | 5.000% | 1,517,250.00 | 5,242,250.00 | (78,708.76) | - | 5,163,541.24 |
| 06/30/2043 | 2043 | 3,915,000.00 | 5.000% | 1,331,000.00 | 5,246,000.00 | (78,708.76) | - | 5,167,291.24 |
| 06/30/2044 | 2044 | 4,110,000.00 | 5.000% | 1,135,250.00 | 5,245,250.00 | (78,708.76) | - | 5,166,541.24 |
| 06/30/2045 | 2045 | 4,315,000.00 | 5.000% | 929,750.00 | 5,244,750.00 | (78,708.76) | | 5,166,041.24 |
| 06/30/2046 | 2046 | 4,530,000.00 | 5.000% | 714,000.00 | 5,244,000.00 | (78,708.76) | | 5,165,291.24 |
| 06/30/2047 | 2047 | 4,755,000.00 | 5.000% | 487,500.00 | 5,242,500.00 | (78,708.76) | | 5,163,791.24 |
| 06/30/2048 | 2048 | 4,995,000.00 | 5.000% | 249,750.00 | 5,244,750.00 | (5,325,958.76) | | (81,208.76) |

OPERATING REVENUES AND EXPENSES

| Academic Year=> | Factor | Project Year => | 2 | 3 | 4 | 5 | 6 |
|--|---------|----------------------------|-------------|------------|-----------|-----------|-----------|
| | | Project Total | FY 2016 | FY 2017 | FY 2018 | FY 2019 | FY 2020 |
| | | Months In year | 11 | 12 | 12 | 12 | 12 |
| Comments | | | | | | | |
| Revenue | | | | | | | |
| Gross Potential Rent | 1,018 | /bed/mo | 4,873,152 | 8,008,761 | 8,480,514 | 8,734,930 | 8,996,978 |
| Parking Income | - | /space/mo | - | - | - | - | - |
| Other Income | 8,000 | /yr | 7,780 | 8,721 | 8,982 | 9,252 | 9,529 |
| Vacancy Rate | 5.00% | /academic year | 10% | 13% | 14% | 14% | 13% |
| Vacancy | | | 509,466 | 1,058,290 | 1,198,621 | 1,191,436 | 1,182,741 |
| Net Rental Revenue | | | 4,371,466 | 6,959,192 | 7,290,876 | 7,552,745 | 7,823,765 |
| Operating Expenses | | | | | | | |
| Admin | 21,375 | /year | 13,791 | 22,664 | 23,999 | 24,719 | 25,461 |
| Marketing/Residential Life Programs | 72,628 | /year | 46,858 | 77,008 | 81,544 | 83,991 | 86,511 |
| Professional Services Fees | 6,650 | /year | 4,290 | 7,051 | 7,466 | 7,690 | 7,921 |
| Management Staff | 326,616 | /year | 210,726 | 346,317 | 366,717 | 377,718 | 389,050 |
| Community Assistants | - | /year | - | - | - | - | - |
| Cleaning/Decorarting/Turnover | 151,535 | /year | 97,767 | 160,675 | 170,139 | 175,244 | 180,501 |
| Insurance | 332,500 | /year | 214,523 | 352,556 | 373,323 | 384,523 | 396,059 |
| Utilities | 374,300 | /year | 241,491 | 396,877 | 420,255 | 432,863 | 445,849 |
| Property Management Fee | 64,202 | % of NRR | 41,422 | 68,074 | 72,084 | 74,247 | 76,474 |
| Total Operating Expense | | | 870,868 | 1,431,224 | 1,515,530 | 1,560,995 | 1,607,825 |
| Deposit Into Replacement Reserve Account | 185 | /bed/yr | 111,185 | 124,628 | 128,367 | 132,218 | 136,185 |
| Total Operating Expense & Reserves | | | 982,053 | 1,555,852 | 1,643,897 | 1,693,213 | 1,744,010 |
| Net Operating Income | | | 3,389,413 | 5,403,340 | 5,646,979 | 5,859,532 | 6,079,756 |
| | | | | | | | |
| IDA Fee | | | 42,100 | 45,928 | 45,928 | 45,928 | 45,928 |
| Foundation Fee | - | 1.0% of Net Rental Revenue | 43,637 | 69,505 | 72,819 | 75,435 | 78,142 |
| | | | 3,303,676 | 5,287,907 | 5,528,233 | 5,738,169 | 5,955,686 |
| Debt Service | | | | | | | |
| Senior Loan Debt Service | | | 4,327,900 | 4,412,946 | 4,613,891 | 4,789,191 | 4,976,441 |
| Debt Service Funded by Capitalized Interest Fund | | | 3,117,613 | 116,110 | - | - | - |
| Total Debt Service | | | 1,210,287 | 4,296,836 | 4,613,891 | 4,789,191 | 4,976,441 |
| Cashflow after Debt Service | | | 2,093,389 | 991,071 | 914,341 | 948,978 | 979,244 |
| Debt Service Coverage Ratio | | | Min-> | 1.20 | 2.73 | 1.23 | 1.20 |
| | | | | | | | |
| Property Management Fee | 192,606 | % of NRR | 124,265 | 204,223 | 216,253 | 222,741 | 229,423 |
| | | | | | | | |
| Subtotal | | | 1,969,124 | 786,848 | 698,088 | 726,237 | 749,821 |
| | | | | | | | |
| Summer Deficiency | | | 173,858 | 617,581 | 604,302 | 585,636 | 566,245 |
| | | | | | | | |
| Net Cash Flow to University | | | 195,172,878 | - | 1,969,124 | 786,848 | 698,088 |
| | | | | | | | |
| Net Present Value of Cashflow after Debt Service | | | 6.0% | 41,972,231 | | | |

OPERATING REVENUES AND EXPENSES

| Project Year => | | | 7 | 8 | 9 | 10 | 11 | 12 | | |
|--|---------|----------------------------|-------------|------------|-----------|------------|------------|------------|-----------|------|
| Academic Year=> | Factor | Project Total | FY 2021 | FY 2022 | FY 2023 | FY 2024 | FY 2025 | FY 2026 | | |
| | | Months In year | 12 | 12 | 12 | 12 | 12 | 12 | | |
| | | Comments | | | | | | | | |
| Revenue | | | | | | | | | | |
| Gross Potential Rent | 1,018 | /bed/mo | 9,266,887 | 9,544,894 | 9,831,240 | 10,126,178 | 10,429,963 | 10,742,862 | | |
| Parking Income | - | /space/mo | - | - | - | - | - | - | | |
| Other Income | 8,000 | /yr | 9,815 | 10,110 | 10,413 | 10,725 | 11,047 | 11,378 | | |
| Vacancy Rate | 5.00% | /academic year | 13% | 12% | 12% | 12% | 12% | 12% | | |
| Vacancy | | | 1,172,453 | 1,184,403 | 1,219,935 | 1,256,533 | 1,294,229 | 1,333,056 | | |
| Net Rental Revenue | | | 8,104,249 | 8,370,600 | 8,621,718 | 8,880,370 | 9,146,781 | 9,421,184 | | |
| Operating Expenses | | | | | | | | | | |
| Admin | 21,375 | /year | 26,225 | 27,011 | 27,822 | 28,656 | 29,516 | 30,402 | | |
| Marketing/Residential Life Programs | 72,628 | /year | 89,106 | 91,779 | 94,532 | 97,368 | 100,289 | 103,298 | | |
| Professional Services Fees | 6,650 | /year | 8,159 | 8,404 | 8,656 | 8,915 | 9,183 | 9,458 | | |
| Management Staff | 326,616 | /year | 400,721 | 412,743 | 425,125 | 437,879 | 451,015 | 464,546 | | |
| Community Assistants | - | /year | - | - | - | - | - | - | | |
| Cleaning/Decorarting/Turnover | 151,535 | /year | 185,916 | 191,493 | 197,238 | 203,155 | 209,250 | 215,528 | | |
| Insurance | 332,500 | /year | 407,941 | 420,179 | 432,784 | 445,768 | 459,141 | 472,915 | | |
| Utilities | 374,300 | /year | 459,224 | 473,001 | 487,191 | 501,807 | 516,861 | 532,367 | | |
| Property Management Fee | 64,202 | % of NRR | 78,769 | 81,132 | 83,566 | 86,073 | 88,655 | 91,314 | | |
| Total Operating Expense | | | 1,656,060 | 1,705,742 | 1,756,914 | 1,809,621 | 1,863,910 | 1,919,827 | | |
| Deposit Into Replacement Reserve Account | 185 | /bed/yr | 140,270 | 144,478 | 148,813 | 153,277 | 157,875 | 162,612 | | |
| Total Operating Expense & Reserves | | | 1,796,330 | 1,850,220 | 1,905,727 | 1,962,899 | 2,021,785 | 2,082,439 | | |
| Net Operating Income | | | 6,307,919 | 6,520,380 | 6,715,992 | 6,917,471 | 7,124,995 | 7,338,745 | | |
| | | | | | | | | | | |
| IDA Fee | | | 45,928 | 45,928 | 45,928 | 45,928 | 45,928 | 45,928 | | |
| Foundation Fee | - | 1.0% of Net Rental Revenue | 80,944 | 83,605 | 86,113 | 88,696 | 91,357 | 94,098 | | |
| | | | 6,181,047 | 6,390,848 | 6,583,951 | 6,782,847 | 6,987,710 | 7,198,720 | | |
| Debt Service | | | | | | | | | | |
| Senior Loan Debt Service | | | 5,167,241 | 5,166,291 | 5,166,041 | 5,167,291 | 5,164,791 | 5,163,541 | | |
| Debt Service Funded by Capitalized Interest Fund | | | - | - | - | - | - | - | | |
| Total Debt Service | | | 5,167,241 | 5,166,291 | 5,166,041 | 5,167,291 | 5,164,791 | 5,163,541 | | |
| Cashflow after Debt Service | | | 1,013,806 | 1,224,556 | 1,417,910 | 1,615,556 | 1,822,919 | 2,035,178 | | |
| Debt Service Coverage Ratio | | | Min-> | 1.20 | 1.20 | 1.24 | 1.27 | 1.31 | 1.35 | 1.39 |
| | | | | | | | | | | |
| Property Management Fee | 192,606 | % of NRR | 236,306 | 243,395 | 250,697 | 258,218 | 265,964 | 273,943 | | |
| | | | | | | | | | | |
| Subtotal | | | 777,500 | 981,162 | 1,167,213 | 1,357,338 | 1,556,955 | 1,761,235 | | |
| | | | - | - | - | - | - | - | | |
| Summer Deficiency | | | 544,607 | 511,730 | 500,979 | 490,157 | 478,379 | 466,468 | | |
| | | | | | | | | | | |
| Net Cash Flow to University | | | 195,172,878 | 749,821 | 777,500 | 981,162 | 1,167,213 | 1,357,338 | 1,556,955 | |
| | | | | | | | | | | |
| Net Present Value of Cashflow after Debt Service | | | 6.0% | 41,972,231 | | | | | | |

OPERATING REVENUES AND EXPENSES

| Academic Year=> | Factor | Project Year => Project Total | 13 | 14 | 15 | 16 | 17 | 18 | | |
|--|---------|----------------------------------|-------------|------------|------------|------------|------------|------------|-----------|------|
| | | | FY 2027 | FY 2028 | FY 2029 | FY 2030 | FY 2031 | FY 2032 | | |
| | | Months In year | 12 | 12 | 12 | 12 | 12 | 12 | | |
| | | Comments | | | | | | | | |
| Revenue | | | | | | | | | | |
| Gross Potential Rent | 1,018 | /bed/mo | 11,065,148 | 11,397,102 | 11,739,015 | 12,091,186 | 12,453,921 | 12,827,539 | | |
| Parking Income | - | /space/mo | - | - | - | - | - | - | | |
| Other Income | 8,000 | /yr | 11,720 | 12,071 | 12,433 | 12,806 | 13,191 | 13,586 | | |
| Vacancy Rate | 5.00% | /academic year | 12% | 12% | 12% | 12% | 12% | 12% | | |
| Vacancy | | | 1,373,048 | 1,414,239 | 1,456,666 | 1,500,366 | 1,545,377 | 1,591,738 | | |
| Net Rental Revenue | | | 9,703,820 | 9,994,934 | 10,294,782 | 10,603,626 | 10,921,735 | 11,249,387 | | |
| Operating Expenses | | | | | | | | | | |
| Admin | 21,375 | /year | 31,314 | 32,253 | 33,221 | 34,217 | 35,244 | 36,301 | | |
| Marketing/Residential Life Programs | 72,628 | /year | 106,397 | 109,589 | 112,877 | 116,263 | 119,751 | 123,343 | | |
| Professional Services Fees | 6,650 | /year | 9,742 | 10,034 | 10,335 | 10,645 | 10,965 | 11,294 | | |
| Management Staff | 326,616 | /year | 478,482 | 492,836 | 507,622 | 522,850 | 538,536 | 554,692 | | |
| Community Assistants | - | /year | - | - | - | - | - | - | | |
| Cleaning/Decorarting/Turnover | 151,535 | /year | 221,993 | 228,653 | 235,513 | 242,578 | 249,856 | 257,351 | | |
| Insurance | 332,500 | /year | 487,102 | 501,715 | 516,767 | 532,270 | 548,238 | 564,685 | | |
| Utilities | 374,300 | /year | 548,338 | 564,788 | 581,732 | 599,184 | 617,159 | 635,674 | | |
| Property Management Fee | 64,202 | % of NRR | 94,054 | 96,875 | 99,782 | 102,775 | 105,858 | 109,034 | | |
| Total Operating Expense | | | 1,977,422 | 2,036,745 | 2,097,847 | 2,160,783 | 2,225,606 | 2,292,374 | | |
| Deposit Into Replacement Reserve Account | 185 | /bed/yr | 167,490 | 172,515 | 177,690 | 183,021 | 188,511 | 194,167 | | |
| Total Operating Expense & Reserves | | | 2,144,912 | 2,209,260 | 2,275,537 | 2,343,803 | 2,414,118 | 2,486,541 | | |
| Net Operating Income | | | 7,558,908 | 7,785,675 | 8,019,245 | 8,259,822 | 8,507,617 | 8,762,846 | | |
| | | | | | | | | | | |
| IDA Fee | | | 45,928 | 45,928 | 45,928 | 45,928 | 45,928 | 45,928 | | |
| Foundation Fee | - | 1.0% of Net Rental Revenue | 96,921 | 99,829 | 102,823 | 105,908 | 109,085 | 112,358 | | |
| | | | 7,416,059 | 7,639,919 | 7,870,494 | 8,107,987 | 8,352,604 | 8,604,560 | | |
| Debt Service | | | | | | | | | | |
| Senior Loan Debt Service | | | 5,168,291 | 5,168,541 | 5,164,291 | 5,165,541 | 5,166,791 | 5,167,791 | | |
| Debt Service Funded by Capitalized Interest Fund | | | - | - | - | - | - | - | | |
| Total Debt Service | | | 5,168,291 | 5,168,541 | 5,164,291 | 5,165,541 | 5,166,791 | 5,167,791 | | |
| Cashflow after Debt Service | | | 2,247,768 | 2,471,377 | 2,706,203 | 2,942,445 | 3,185,813 | 3,436,769 | | |
| Debt Service Coverage Ratio | | | Min-> | 1.20 | 1.43 | 1.48 | 1.52 | 1.57 | 1.62 | 1.67 |
| | | | | | | | | | | |
| Property Management Fee | 192,606 | % of NRR | 282,161 | 290,626 | 299,345 | 308,325 | 317,575 | 327,102 | | |
| | | | | | | | | | | |
| Subtotal | | | 1,965,606 | 2,180,751 | 2,406,858 | 2,634,120 | 2,868,238 | 3,109,667 | | |
| | | | - | - | - | - | - | - | | |
| Summer Deficiency | | | 455,207 | 442,834 | 429,338 | 416,375 | 403,018 | 389,211 | | |
| | | | | | | | | | | |
| Net Cash Flow to University | | | 195,172,878 | 1,761,235 | 1,965,606 | 2,180,751 | 2,406,858 | 2,634,120 | 2,868,238 | |
| | | | | | | | | | | |
| Net Present Value of Cashflow after Debt Service | | | 6.0% | 41,972,231 | | | | | | |

OPERATING REVENUES AND EXPENSES

| Academic Year=> | Factor | Project Year => Project Total Months In year Comments | 19 | 20 | 21 | 22 | 23 | 24 | | |
|--|---------|--|-------------|------------|------------|------------|------------|------------|-----------|------|
| | | | FY 2033 | FY 2034 | FY 2035 | FY 2036 | FY 2037 | FY 2038 | | |
| | | | 12 | 12 | 12 | 12 | 12 | 12 | | |
| Revenue | | | | | | | | | | |
| Gross Potential Rent | 1,018 | /bed/mo | 13,212,365 | 13,608,736 | 14,016,998 | 14,437,508 | 14,870,633 | 15,316,752 | | |
| Parking Income | - | /space/mo | - | - | - | - | - | - | | |
| Other Income | 8,000 | /yr | 13,994 | 14,414 | 14,846 | 15,292 | 15,750 | 16,223 | | |
| Vacancy Rate | 5.00% | /academic year | 12% | 12% | 12% | 12% | 12% | 12% | | |
| Vacancy | | | 1,639,491 | 1,688,675 | 1,739,336 | 1,791,516 | 1,845,261 | 1,900,619 | | |
| Net Rental Revenue | | | 11,586,868 | 11,934,474 | 12,292,509 | 12,661,284 | 13,041,122 | 13,432,356 | | |
| Operating Expenses | | | | | | | | | | |
| Admin | 21,375 | /year | 37,390 | 38,512 | 39,667 | 40,857 | 42,083 | 43,346 | | |
| Marketing/Residential Life Programs | 72,628 | /year | 127,044 | 130,855 | 134,781 | 138,824 | 142,989 | 147,278 | | |
| Professional Services Fees | 6,650 | /year | 11,633 | 11,981 | 12,341 | 12,711 | 13,092 | 13,485 | | |
| Management Staff | 326,616 | /year | 571,333 | 588,472 | 606,127 | 624,310 | 643,040 | 662,331 | | |
| Community Assistants | - | /year | - | - | - | - | - | - | | |
| Cleaning/Decorarting/Turnover | 151,535 | /year | 265,072 | 273,024 | 281,215 | 289,651 | 298,341 | 307,291 | | |
| Insurance | 332,500 | /year | 581,626 | 599,074 | 617,047 | 635,558 | 654,625 | 674,263 | | |
| Utilities | 374,300 | /year | 654,744 | 674,387 | 694,618 | 715,457 | 736,920 | 759,028 | | |
| Property Management Fee | 64,202 | % of NRR | 112,305 | 115,674 | 119,144 | 122,719 | 126,400 | 130,192 | | |
| Total Operating Expense | | | 2,361,146 | 2,431,980 | 2,504,939 | 2,580,088 | 2,657,490 | 2,737,215 | | |
| Deposit Into Replacement Reserve Account | 185 | /bed/yr | 199,992 | 205,992 | 212,171 | 218,536 | 225,092 | 231,845 | | |
| Total Operating Expense & Reserves | | | 2,561,137 | 2,637,971 | 2,717,111 | 2,798,624 | 2,882,583 | 2,969,060 | | |
| Net Operating Income | | | 9,025,731 | 9,296,503 | 9,575,398 | 9,862,660 | 10,158,540 | 10,463,296 | | |
| | | | | | | | | | | |
| IDA Fee | | | 45,928 | 45,928 | 45,928 | 45,928 | 45,928 | 45,928 | | |
| Foundation Fee | - | 1.0% of Net Rental Revenue | 115,729 | 119,201 | 122,777 | 126,460 | 130,254 | 134,161 | | |
| | | | 8,864,075 | 9,131,375 | 9,406,694 | 9,690,272 | 9,982,358 | 10,283,207 | | |
| Debt Service | | | | | | | | | | |
| Senior Loan Debt Service | | | 5,168,291 | 5,168,041 | 5,166,791 | 5,164,291 | 5,165,291 | 5,164,291 | | |
| Debt Service Funded by Capitalized Interest Fund | | | - | - | - | - | - | - | | |
| Total Debt Service | | | 5,168,291 | 5,168,041 | 5,166,791 | 5,164,291 | 5,165,291 | 5,164,291 | | |
| Cashflow after Debt Service | | | 3,695,783 | 3,963,333 | 4,239,903 | 4,525,981 | 4,817,067 | 5,118,916 | | |
| Debt Service Coverage Ratio | | | Min-> | 1.20 | 1.72 | 1.77 | 1.82 | 1.88 | 1.93 | 1.99 |
| | | | | | | | | | | |
| Property Management Fee | 192,606 | % of NRR | 336,915 | 347,023 | 357,433 | 368,156 | 379,201 | 390,577 | | |
| | | | | | | | | | | |
| Subtotal | | | 3,358,868 | 3,616,311 | 3,882,469 | 4,157,825 | 4,437,866 | 4,728,339 | | |
| | | | - | - | - | - | - | - | | |
| Summer Deficiency | | | 374,902 | 360,037 | 344,559 | 328,416 | 312,384 | 295,533 | | |
| | | | | | | | | | | |
| Net Cash Flow to University | | | 195,172,878 | 3,109,667 | 3,358,868 | 3,616,311 | 3,882,469 | 4,157,825 | 4,437,866 | |
| | | | | | | | | | | |
| Net Present Value of Cashflow after Debt Service | | | 6.0% | 41,972,231 | | | | | | |

OPERATING REVENUES AND EXPENSES

| Academic Year=> | Factor | Project Year => | 25 | 26 | 27 | 28 | 29 | 30 | | |
|--|---------|----------------------------|-------------|------------|------------|------------|------------|------------|-----------|------|
| | | Project Total | FY 2039 | FY 2040 | FY 2041 | FY 2042 | FY 2043 | FY 2044 | | |
| | | Months In year | 12 | 12 | 12 | 12 | 12 | 12 | | |
| | | Comments | | | | | | | | |
| Revenue | | | | | | | | | | |
| Gross Potential Rent | 1,018 | /bed/mo | 15,776,255 | 16,249,542 | 16,737,029 | 17,239,139 | 17,756,314 | 18,289,003 | | |
| Parking Income | - | /space/mo | - | - | - | - | - | - | | |
| Other Income | 8,000 | /yr | 16,710 | 17,211 | 17,727 | 18,259 | 18,807 | 19,371 | | |
| Vacancy Rate | 5.00% | /academic year | 12% | 12% | 12% | 12% | 12% | 12% | | |
| Vacancy | | | 1,957,637 | 2,016,367 | 2,076,858 | 2,139,163 | 2,203,338 | 2,269,438 | | |
| Net Rental Revenue | | | 13,835,327 | 14,250,387 | 14,677,898 | 15,118,235 | 15,571,782 | 16,038,936 | | |
| Operating Expenses | | | | | | | | | | |
| Admin | 21,375 | /year | 44,646 | 45,985 | 47,365 | 48,786 | 50,249 | 51,757 | | |
| Marketing/Residential Life Programs | 72,628 | /year | 151,697 | 156,248 | 160,935 | 165,763 | 170,736 | 175,858 | | |
| Professional Services Fees | 6,650 | /year | 13,890 | 14,307 | 14,736 | 15,178 | 15,633 | 16,102 | | |
| Management Staff | 326,616 | /year | 682,201 | 702,667 | 723,747 | 745,459 | 767,823 | 790,858 | | |
| Community Assistants | - | /year | - | - | - | - | - | - | | |
| Cleaning/Decorarting/Turnover | 151,535 | /year | 316,509 | 326,005 | 335,785 | 345,858 | 356,234 | 366,921 | | |
| Insurance | 332,500 | /year | 694,491 | 715,326 | 736,786 | 758,890 | 781,656 | 805,106 | | |
| Utilities | 374,300 | /year | 781,799 | 805,253 | 829,410 | 854,293 | 879,922 | 906,319 | | |
| Property Management Fee | 64,202 | % of NRR | 134,098 | 138,121 | 142,265 | 146,533 | 150,929 | 155,457 | | |
| Total Operating Expense | | | 2,819,331 | 2,903,911 | 2,991,029 | 3,080,759 | 3,173,182 | 3,268,378 | | |
| Deposit Into Replacement Reserve Account | 185 | /bed/yr | 238,801 | 245,965 | 253,344 | 260,944 | 268,772 | 276,835 | | |
| Total Operating Expense & Reserves | | | 3,058,132 | 3,149,876 | 3,244,372 | 3,341,703 | 3,441,954 | 3,545,213 | | |
| Net Operating Income | | | 10,777,195 | 11,100,511 | 11,433,526 | 11,776,532 | 12,129,828 | 12,493,723 | | |
| | | | | | | | | | | |
| IDA Fee | | | 45,928 | 45,928 | 45,928 | 45,928 | 45,928 | 45,928 | | |
| Foundation Fee | - | 1.0% of Net Rental Revenue | 138,186 | 142,332 | 146,602 | 151,000 | 155,530 | 160,196 | | |
| | | | 10,593,081 | 10,912,251 | 11,240,997 | 11,579,604 | 11,928,370 | 12,287,599 | | |
| Debt Service | | | | | | | | | | |
| Senior Loan Debt Service | | | 5,166,041 | 5,165,041 | 5,166,041 | 5,163,541 | 5,167,291 | 5,166,541 | | |
| Debt Service Funded by Capitalized Interest Fund | | | - | - | - | - | - | - | | |
| Total Debt Service | | | 5,166,041 | 5,165,041 | 5,166,041 | 5,163,541 | 5,167,291 | 5,166,541 | | |
| Cashflow after Debt Service | | | 5,427,040 | 5,747,210 | 6,074,955 | 6,416,063 | 6,761,079 | 7,121,058 | | |
| Debt Service Coverage Ratio | | | Min-> | 1.20 | 2.05 | 2.11 | 2.18 | 2.24 | 2.31 | 2.38 |
| | | | | | | | | | | |
| Property Management Fee | 192,606 | % of NRR | 402,294 | 414,363 | 426,794 | 439,598 | 452,786 | 466,370 | | |
| | | | | | | | | | | |
| Subtotal | | | 5,024,745 | 5,332,847 | 5,648,161 | 5,976,465 | 6,308,293 | 6,654,688 | | |
| | | | - | - | - | - | - | - | | |
| Summer Deficiency | | | 278,639 | 260,772 | 242,707 | 116,520 | - | - | | |
| | | | | | | | | | | |
| Net Cash Flow to University | | | 195,172,878 | 4,728,339 | 5,024,745 | 5,332,847 | 5,648,161 | 5,976,465 | 6,308,293 | |
| | | | | | | | | | | |
| Net Present Value of Cashflow after Debt Service | | | 6.0% | 41,972,231 | | | | | | |

OPERATING REVENUES AND EXPENSES

| Academic Year=> | Factor | Project Year => Project Total | 31 | 32 | 33 | 34 | 35 | 36 |
|---|---------|----------------------------------|-------------|------------|------------|------------|------------|------------|
| | | | FY 2045 | FY 2046 | FY 2047 | FY 2048 | FY 2049 | FY 2050 |
| | | Months In year | 12 | 12 | 12 | 12 | 12 | 12 |
| | | Comments | | | | | | |
| Revenue | | | | | | | | |
| Gross Potential Rent | 1,018 | /bed/mo | 18,837,673 | 19,402,803 | 19,984,887 | 20,584,434 | 21,201,967 | 21,838,026 |
| Parking Income | - | /space/mo | - | - | - | - | - | - |
| Other Income | 8,000 | /yr | 19,952 | 20,551 | 21,167 | 21,802 | 22,456 | 23,130 |
| Vacancy Rate | 5.00% | /academic year | 12% | 12% | 12% | 12% | 12% | 12% |
| Vacancy | | | 2,337,521 | 2,407,647 | 2,479,877 | 2,554,273 | 2,630,901 | 2,709,828 |
| Net Rental Revenue | | | 16,520,104 | 17,015,707 | 17,526,178 | 18,051,963 | 18,593,522 | 19,151,328 |
| Operating Expenses | | | | | | | | |
| Admin | 21,375 | /year | 53,310 | 54,909 | 56,556 | 58,253 | 60,000 | 61,800 |
| Marketing/Residential Life Programs | 72,628 | /year | 181,134 | 186,568 | 192,165 | 197,930 | 203,868 | 209,984 |
| Professional Services Fees | 6,650 | /year | 16,585 | 17,083 | 17,595 | 18,123 | 18,667 | 19,227 |
| Management Staff | 326,616 | /year | 814,584 | 839,021 | 864,192 | 890,117 | 916,821 | 944,326 |
| Community Assistants | - | /year | - | - | - | - | - | - |
| Cleaning/Decorating/Turnover | 151,535 | /year | 377,929 | 389,267 | 400,945 | 412,973 | 425,362 | 438,123 |
| Insurance | 332,500 | /year | 829,259 | 854,137 | 879,761 | 906,154 | 933,338 | 961,339 |
| Utilities | 374,300 | /year | 933,509 | 961,514 | 990,359 | 1,020,070 | 1,050,672 | 1,082,193 |
| Property Management Fee | 64,202 | % of NRR | 160,120 | 164,924 | 169,872 | 174,968 | 180,217 | 185,623 |
| Total Operating Expense | | | 3,366,429 | 3,467,422 | 3,571,445 | 3,678,588 | 3,788,946 | 3,902,614 |
| Deposit Into Replacement Reserve Account | 185 | /bed/yr | 285,140 | 293,695 | 302,505 | 311,581 | 320,928 | 330,556 |
| Total Operating Expense & Reserves | | | 3,651,569 | 3,761,117 | 3,873,950 | 3,990,169 | 4,109,874 | 4,233,170 |
| Net Operating Income | | | 12,868,534 | 13,254,590 | 13,652,228 | 14,061,795 | 14,483,649 | 14,918,158 |
| IDA Fee | | | 45,928 | 45,928 | 45,928 | 45,928 | 45,928 | 45,928 |
| Foundation Fee | - | 1.0% of Net Rental Revenue | 165,002 | 169,952 | 175,050 | 180,302 | 185,711 | 191,282 |
| | | | 12,657,605 | 13,038,711 | 13,431,250 | 13,835,566 | 14,252,010 | 14,680,949 |
| Debt Service | | | | | | | | |
| Senior Loan Debt Service | | | 5,166,041 | 5,165,291 | 5,163,791 | (81,209) | - | - |
| Debt Service Funded by Capitalized Interest Fund | | | - | - | - | - | - | - |
| Total Debt Service | | | 5,166,041 | 5,165,291 | 5,163,791 | (81,209) | - | - |
| Cashflow after Debt Service | | | 7,491,564 | 7,873,420 | 8,267,459 | 13,916,774 | 14,252,010 | 14,680,949 |
| Debt Service Coverage Ratio | | | Min-> | 1.20 | 2.45 | 2.52 | 2.60 | |
| Property Management Fee | 192,606 | % of NRR | 480,361 | 494,771 | 509,615 | 524,903 | 540,650 | 556,870 |
| Subtotal | | | 7,011,203 | 7,378,648 | 7,757,844 | 13,391,871 | 13,711,360 | 14,124,079 |
| Summer Deficiency | | | - | - | - | - | - | - |
| Net Cash Flow to University | | | 195,172,878 | 6,654,688 | 7,011,203 | 7,393,015 | 7,743,478 | 13,391,871 |
| Net Present Value of Cashflow after Debt Service | | | 6.0% | 41,972,231 | | | | |

OPERATING REVENUES AND EXPENSES

| Academic Year=> | Factor | Project Year => Project Total | 37 | 38 | 39 | 40 |
|---|---------|----------------------------------|-------------|------------|------------|------------|
| | | | FY 2051 | FY 2052 | FY 2053 | FY 2054 |
| | | Months In year | 12 | 12 | 12 | 12 |
| | | Comments | | | | |
| Revenue | | | | | | |
| Gross Potential Rent | 1,018 | /bed/mo | 22,493,167 | 23,167,962 | 23,863,001 | 24,578,891 |
| Parking Income | - | /space/mo | - | - | - | - |
| Other Income | 8,000 | /yr | 23,824 | 24,539 | 25,275 | 26,033 |
| Vacancy Rate | 5.00% | /academic year | 12% | 12% | 12% | 12% |
| Vacancy | | | 2,791,123 | 2,874,857 | 2,961,102 | 3,049,935 |
| Net Rental Revenue | | | 19,725,868 | 20,317,644 | 20,927,173 | 21,554,988 |
| Operating Expenses | | | | | | |
| Admin | 21,375 | /year | 63,654 | 65,564 | 67,531 | 69,557 |
| Marketing/Residential Life Programs | 72,628 | /year | 216,283 | 222,772 | 229,455 | 236,339 |
| Professional Services Fees | 6,650 | /year | 19,804 | 20,398 | 21,010 | 21,640 |
| Management Staff | 326,616 | /year | 972,655 | 1,001,835 | 1,031,890 | 1,062,847 |
| Community Assistants | - | /year | - | - | - | - |
| Cleaning/Decorating/Turnover | 151,535 | /year | 451,267 | 464,805 | 478,749 | 493,111 |
| Insurance | 332,500 | /year | 990,179 | 1,019,884 | 1,050,481 | 1,081,995 |
| Utilities | 374,300 | /year | 1,114,658 | 1,148,098 | 1,182,541 | 1,218,017 |
| Property Management Fee | 64,202 | % of NRR | 191,192 | 196,928 | 202,836 | 208,921 |
| Total Operating Expense | | | 4,019,692 | 4,140,283 | 4,264,492 | 4,392,426 |
| Deposit Into Replacement Reserve Account | 185 | /bed/yr | 340,473 | 350,687 | 361,207 | 372,044 |
| Total Operating Expense & Reserves | | | 4,360,165 | 4,490,970 | 4,625,699 | 4,764,470 |
| Net Operating Income | | | 15,365,703 | 15,826,674 | 16,301,474 | 16,790,518 |
| IDA Fee | | | 45,928 | 45,928 | 45,928 | 45,928 |
| Foundation Fee | - | 1.0% of Net Rental Revenue | 197,020 | 202,931 | 209,019 | 215,290 |
| | | | 15,122,755 | 15,577,815 | 16,046,528 | 16,529,301 |
| Debt Service | | | | | | |
| Senior Loan Debt Service | | | - | - | - | - |
| Debt Service Funded by Capitalized Interest Fund | | | - | - | - | - |
| Total Debt Service | | | - | - | - | - |
| Cashflow after Debt Service | | | 15,122,755 | 15,577,815 | 16,046,528 | 16,529,301 |
| Debt Service Coverage Ratio | | | Min-> | 1.20 | | |
| Property Management Fee | 192,606 | % of NRR | 573,576 | 590,783 | 608,507 | 626,762 |
| Subtotal | | | 14,549,179 | 14,987,032 | 15,438,021 | 15,902,540 |
| Summer Deficiency | | | - | - | - | - |
| Net Cash Flow to University | | | 195,172,878 | 14,124,079 | 14,549,179 | 14,987,032 |
| Net Present Value of Cashflow after Debt Service | | | 6.0% | 41,972,231 | | |

Preliminary Cost Comparison

Biscayne Bay Campus Housing Facility

| | FIU Projection | Servitas Projection |
|--------------------------------------|---------------------|---------------------|
| Beds | 618 | 618 |
| Construction Hard Costs | \$52,196,235 | \$50,000,000 |
| Soft Costs | | |
| A & E Fees | 2,964,746 | 2,853,600 |
| FF&E | 3,677,115 | 3,704,061 |
| Predevelopment Costs | 521,962 | 891,325 |
| Development Contingency | 2,609,812 | 2,500,000 |
| CSR (Permits, Inspections, and Fees) | \$1,715,666 | \$1,980,000 |
| Program Management (Developer Fee) | - | 3,351,094 |
| Total Soft Costs | 11,489,301 | 15,280,080 |
| Total Project Cost | \$63,685,536 | \$65,280,080 |
| Financing Costs | | |
| Cost of Issuance - Bonds | 946,000 | 946,000 |
| Original Issue Discount (OID) | 2,861,616 | 2,933,265 |
| Total Underwriter's Discount (.950%) | 758,118 | 777,100 |
| Debt Service Reserve | 5,119,079 | 5,247,250 |
| Capitalized Interest | 6,508,676 | 6,671,639 |
| Total Financing Costs | 16,193,489 | 16,575,254 |
| Total Development Cost | 79,879,025 | 81,855,334 |
| Construction per Bed | \$84,460 | \$80,906 |
| Total Project Costs per Bed | \$103,051 | \$105,631 |
| Total Development Costs per Bed | \$129,254 | \$132,452 |

Development costs are preliminary; final values are subject to change

EXCERPT FROM THE PRELIMINARY OFFICIAL STATEMENT DATED JUNE ____, 2014
SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2014 BONDS

Limited Obligations

THE SERIES 2014 BONDS WILL BE LIMITED AND SPECIAL OBLIGATIONS OF THE ISSUER AND WILL BE PAYABLE SOLELY AND ONLY FROM THE AMOUNTS PAID TO THE ISSUER BY THE BORROWER UNDER THE LOAN AGREEMENT AND THE SERIES 2014 NOTES, FROM UNSPENT PROCEEDS OF THE SERIES 2014 BONDS, AND FROM PROPERTY PLEDGED UNDER THE LEASEHOLD MORTGAGE AND THE SECURITY AGREEMENT, AND NEITHER THE SERIES 2014 BONDS NOR THE INTEREST THEREON WILL CONSTITUTE AN INDEBTEDNESS OR A PLEDGE OF THE FAITH AND CREDIT OF THE ISSUER, THE COUNTY, THE UNIVERSITY, THE STATE, OR ANY POLITICAL SUBDIVISION OF THE STATE WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION, STATUTORY LIMITATION, OR CHARTER PROVISION AND WILL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER, THE COUNTY, THE UNIVERSITY, THE STATE, OR ANY POLITICAL SUBDIVISION OF THE STATE OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF ANY OF THEM. THE ISSUANCE OF THE SERIES 2014 BONDS WILL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COUNTY, THE STATE, OR ANY POLITICAL SUBDIVISION OF THE STATE TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATSOEVER THEREFOR OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT. THE ISSUER HAS NO TAXING POWER AND RECEIVES NO APPROPRIATIONS FROM THE COUNTY, THE STATE, OR ANY OTHER GOVERNMENTAL BODY.

Leasehold Mortgage, Security Agreement, and Assignment of Contracts and Agreements

As security for the obligations of the Borrower to the Issuer under Loan Agreement and the Series 2014 Notes, the Borrower will execute and deliver to the Trustee (i) the Leasehold Mortgage pursuant to which the Borrower will, subject to Permitted Encumbrances, grant to the Trustee a first mortgage lien on its interest in the real property included in the Project and the Property and will, subject to Permitted Encumbrances, grant to the Trustee a first priority security interest in the leases, rents, issues, profits, revenues, income, receipts, moneys, royalties, rights, and benefits of and from the Project, (ii) the Security Agreement pursuant to which the Borrower will, subject to Permitted Encumbrances, grant to the Trustee a first priority security interest in the Pledged Revenues, the accounts, documents, chattel paper, instruments, and general intangibles arising in any manner from the Borrower's ownership or operation of the Project, the Inventory, and the Equipment, and (iii) the Assignment of Contracts and Agreements pursuant to which the Borrower will, subject to Permitted Encumbrances, grant to the Trustee a first priority security interest in its rights under the Development Agreement and all other contracts and agreements relating to the development, design, or construction of the Series 2014 Project. The lien created by the Leasehold Mortgage is subject to the rights of the Ground Sublessor under the Ground Sublease as the fee simple owner of the Property. The Leasehold Mortgage does not constitute a lien on the Ground Sublessor's fee simple interest in the Property. Because of certain risks associated with pledging and granting a security interest in collateral of this nature, prospective purchasers should not rely upon such collateral as providing any significant security for the Series 2014 Bonds. See "CERTAIN BONDHOLDERS' RISKS - Pledge and Assignment of, and Grant of Security Interest in, Future Revenues" herein.

Pledge of Pledged Revenues

As security for the obligations of the Borrower to the Issuer under Loan Agreement and the Series 2014 Notes, the Borrower will, subject to Permitted Encumbrances, grant to the Trustee a first priority security interest in the Pledged Revenues and the accounts, documents, chattel paper,

instruments, and general intangibles arising in any manner from the Borrower's ownership or operation of the Project.

Because of certain risks associated with granting a security interest in collateral of this nature, prospective purchasers should not rely upon such collateral as providing any significant security for the Series 2014 Bonds.

Pledge and Assignment of Trust Estate

Pursuant to the Indenture, and in order to secure the payment of the Debt Service Payments on the Bonds according to their tenor and effect and to secure the performance and observance by the Issuer of the covenants expressed in the Indenture and in the Bonds, the Issuer will grant to the Trustee a first priority security interest in the following (the "*Trust Estate*") which will consist of:

(i) all the right, title, and interest of the Issuer in and to (a) the Loan Agreement (except for Unassigned Rights) and any loan, financing, or similar agreement between the Issuer and the Borrower relating to Additional Bonds and (b) the Series 2014 Notes and any other Notes, and all extensions and renewals of the terms thereof, if any, and all amounts encumbered thereby, including, but without limitation, the present and continuing right to make claim for, collect, receive, and make receipt for payments and other sums of money payable, receivable, or to be held thereunder, to bring any actions and proceedings thereunder or for the enforcement thereof, and to do any and all other things that the Issuer is or may become entitled to do under the foregoing;

(ii) all the right, title, and interest of the Issuer in and to all cash proceeds and receipts arising out of or in connection with the sale of the Bonds and all moneys held by the Trustee in the funds created under the Indenture (excluding the Rebate Fund), including the Revenue Fund, the Bond Fund, the Redemption Fund, the Debt Service Reserve Fund, the Issuance Cost Fund, the Construction Fund, the Repair and Replacement Fund, the Insurance Fund, the Condemnation Fund, the Operations Contingency Fund, and the Surplus Fund created thereunder, or held by the Trustee as special trust funds derived from insurance proceeds, condemnation awards, payments on contractors' performance or payment bonds or other surety bonds, or any other source;

(iii) all the right, title, and interest of the Issuer in and to all moneys and securities and interest earnings thereon from time to time delivered to and held by the Trustee under the terms of the Indenture, and all other rights of every name and nature and any and all other property from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned, or transferred as and for additional security thereunder by the Issuer or by anyone on its behalf or with its written consent to the Trustee; and

(iv) all other property of every name and nature from time to time by delivery or by writing mortgaged, pledged, delivered, or hypothecated as and for additional security under the Indenture by the Issuer or by anyone on its behalf or with its written consent in favor of the Trustee.

Under the Indenture, upon the occurrence of an Event of Default, the rights of the owners of the Series 2014 Bonds to the Trust Estate, to the extent provided for, are subject to a prior lien to secure the payment of all fees and expenses of the Trustee, and the Trustee may apply moneys received by it pursuant to any action taken by it in accordance with the Indenture in connection with such Event of Default to the payment of the costs and expenses of the proceedings resulting on the collection of such

moneys and to the payment of the expenses, liabilities, and advances incurred or made by the Trustee prior to its applying such moneys to the payment of Debt Service Payments on the Bonds.

Unless an Event of Default shall occur and be continuing, the Borrower will be permitted to possess and use the Security (except cash, securities, and other personal property deposited with the Trustee) and receive and use the revenues, issues, profits, and other income of the Security (except cash, securities, and other personal property required to be deposited with the Trustee).

Because of certain risks associated with granting a security interest in collateral of the nature described above, prospective purchasers should not rely solely upon such collateral as providing security for the Series 2014 Bonds. See **"CERTAIN BONDHOLDERS' RISKS - Pledge and Assignment of, and Grant of Security Interest in, Future Revenues"** herein.

Debt Service Reserve Fund

Under the Indenture, a Debt Service Reserve Fund will be created and will be funded initially from proceeds of the Series 2014A Bonds in an amount equal to the Debt Service Reserve Requirement for the Series 2014A Bonds as of the Closing Date. Under the Indenture, the Trustee will be authorized to transfer to the Bond Fund amounts held in the Debt Service Reserve Fund to pay the Debt Service Payments then due on the Series 2014A Bonds and on any Additional Bonds that are Tax-Exempt Bonds to the extent that there are insufficient funds for said purposes in the Bond Fund, the Redemption Fund, the Surplus Fund (including the Restricted Account of the Surplus Fund), and the Operations Contingency Fund available therefor on the date such Debt Service Payments are due. Any withdrawals for this purpose from the Debt Service Reserve Fund will be required to be restored by payments of Reserve Loan Payments by the Borrower. See **"SUMMARIES OF PRINCIPAL FINANCING DOCUMENTS - THE INDENTURE -- Revenue Fund"** and **"SUMMARIES OF PRINCIPAL FINANCING DOCUMENTS - THE LOAN AGREEMENT -- Reserve Loan Payments"** in APPENDIX "E" hereto. **The moneys in the Debt Service Reserve Fund will not be available to pay Debt Service Payments on the Series 2014B Bonds.** If Additional Bonds that are Tax-Exempt Bonds are issued, the Debt Service Reserve Fund will be required to be increased by an amount equal to the Debt Service Reserve Requirement for such Additional Bonds.

Repair and Replacement Fund

The Repair and Replacement Fund will be a trust fund into which the Borrower will be required to make monthly deposits. See **"SUMMARIES OF PRINCIPAL FINANCING DOCUMENTS - THE INDENTURE -- Revenue Fund"** and **"SUMMARIES OF PRINCIPAL FINANCING DOCUMENTS - THE LOAN AGREEMENT -- Loan Payments and Other Amounts Payable"** in APPENDIX "E" hereto. The moneys in the Repair and Replacement Fund will be disbursed by the Trustee for the costs of maintenance and repair of the Project or to pay the Debt Service Payments on the Bonds to the extent there are insufficient funds on deposit in the Bond Fund, the Redemption Fund, the Surplus Fund (including the Restricted Account of the Surplus Fund), the Operations Contingency Fund, and the Debt Service Reserve Fund available on the date such payments are due. There is no minimum balance that is required to be maintained in the Repair and Replacement Fund.

Title and Property Insurance

A leasehold mortgagee's title insurance policy will be delivered in the amount of not less than the original principal amount of the Series 2014 Bonds to insure that the Trustee will have a valid first mortgage lien on the Borrower's leasehold interest in and to the Property, subject only to Permitted Encumbrances and the standard exclusions from the coverage of such policy. Under such title insurance policy, the Trustee will not be permitted to recover more than the fair market value of any property that is lost as a result of a title defect. The Borrower will be required under the terms of the Loan Agreement

to keep the Series 2014 Project fully insured against fire and other casualties and to maintain certain specified amounts of liability and business interruption insurance. See “**SUMMARIES OF PRINCIPAL FINANCING DOCUMENTS - THE LOAN AGREEMENT -- Insurance**” in APPENDIX “E” hereto.

Rate Covenant

The Borrower will be required to operate the Project as a revenue producing student housing facility on a non-discriminatory basis and to the extent permitted by law and by the Ground Sublease, to charge such fees and rates for its facilities and services and to exercise such skill and diligence as will provide Revenue Available for Fixed Charges, together with other available funds, sufficient to pay promptly all expenses of operation, maintenance, and repair of the Project and to provide all payments required to be made by the Borrower under the Loan Agreement. Such rates, fees, and charges will be required to be sufficient to produce a Fixed Charges Coverage Ratio of at least 1.20. In the event that it shall be determined, based upon the annual audited financial statements of the Borrower required by the provisions of the Loan Agreement described in APPENDIX “E” attached hereto under the heading “**THE LOAN AGREEMENT - Financial Statements**,” that for any Annual Period, such Fixed Charges Coverage Ratio shall not have been maintained, the Borrower will be required, within thirty (30) days of receipt of such financial statements, to engage a Financial Consultant to submit a report of such firm containing recommendations as to changes in the operating policies of the Borrower designed to maintain such Fixed Charges Coverage Ratio, to cause such Financial Consultant to prepare and submit such recommendations within sixty (60) days of the date of its engagement, and to implement such recommendations promptly to the extent permitted by law and by the Ground Sublease. No Event of Default under the Loan Agreement will occur as a result of the provisions of the Loan Agreement described in this paragraph if the recommendations of the Financial Consultant are followed notwithstanding that such Fixed Charges Coverage Ratio shall not subsequently be reattained, but the Borrower will continue to be obligated to employ such a Financial Consultant for such purpose until such Fixed Charges Coverage Ratio shall be reattained.

The Borrower will also be required, from time to time as often as necessary and to the extent permitted by law and the Ground Sublease, to revise the rates, fees, and charges aforesaid in such manner as may be necessary or proper so that the Revenue Available for Fixed Charges will be sufficient to meet the requirements of the Loan Agreement, and further, in order to comply with provisions of the Loan Agreement to take all action within its power to obtain approvals of any regulatory or supervisory authority to implement any rates, fees, and charges required by the Loan Agreement. See “**THE LOAN AGREEMENT - Financial Covenants -- Rate Covenant**” in APPENDIX “E” attached hereto.

Enforceability of Remedies

The realization of value from the real and personal property comprising the Project and from the other security for the Series 2014 Bonds upon any default will depend upon the exercise of various remedies specified by the Bond Documents. These and other remedies may require judicial actions, which are often subject to discretion and delay and which may be difficult to pursue. See “**CERTAIN BONDHOLDERS’ RISKS - Enforceability of Remedies**” and “**CERTAIN BONDHOLDERS’ RISKS - Pledge and Assignment of, and Grant of Security Interest in, Future Revenues**” herein.

**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

June 12, 2014

Subject: Status Reports, Board Committees

Proposed Board Action:

None. Information only.

Background Information:

These Committees/Task Force met prior to the regular Board meeting: Academic Policy and Student Affairs Committee; Personnel Committee; Health Affairs Task Force; External Relations Committee; and Finance and Audit Committee. The Committee/Task Force Chairs will present status reports.

Supporting Documentation: N/A

Facilitator/Presenter: **Cesar L. Alvarez**, *Academic Policy and Student Affairs Committee Chair*
Michael M. Adler, *Personnel Committee Chair*
Jose J. Armas, *Health Affairs Task Force Chair*
Claudia Puig, *External Relations Committee Chair*
Sukrit Agrawal, *Finance and Audit Committee Chair*

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

June 12, 2014

Subject: New Business

Proposed Board Action:

Information. Action, as necessary.

Background Information:

Board members will raise new business, if any.

Supporting Documentation: N/A

Facilitators/Presenters: Albert Maury

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

June 12, 2014

Subject: FIU's Strategic Land Acquisition Initiative

Proposed Board Action:

Adopt the following resolution:

WHEREAS, the Board adopted resolutions on June 14, 2012, October 14, 2013, and January 9, 2014, expressing its support of collaborative efforts to identify a mutually beneficial site and associated funding that will allow for relocation of the Miami-Dade County Fair & Exposition, Inc. (The Fair) and FIU's proposed expansion onto land currently leased to The Fair (the Fairgrounds) adjacent to FIU's Modesto A. Maidique campus; and

WHEREAS, on October 22, 2013, the Miami-Dade County Commission approved a resolution urging the Florida Legislature to fund the relocation of The Fair and facilitate FIU's expansion onto the Fairgrounds; and

WHEREAS, the Florida Legislature recently concluded the 2014 legislative session and appropriated \$10 million for FIU's Strategic Land Acquisition initiative.

THEREFORE BE IT RESOLVED as follows:

1. The Board hereby expresses its gratitude to the Florida Legislature and the Miami-Dade delegation for its leadership and support for FIU's Strategic Land Acquisition initiative.
2. The Board authorizes the Strategic Land Acquisition funds to be designated for purposes of FIU's proposed acquisition with respect to the Fairgrounds.
3. The Board authorizes the University President and/or his designees to continue to advocate on behalf of FIU and take any and all steps that may be necessary or appropriate in connection with The Fair relocation efforts and FIU's proposed expansion onto the Fairgrounds, including community outreach and/or lobbying efforts consistent with all applicable laws.
4. The Board finds this strategic initiative and related advocacy efforts as being directly related to FIU's educational mission and in the best interest of the University, the community and the State, and encourages all members of the FIU community to support this critical initiative.
5. Status reports regarding this initiative shall be provided to the Board at each regularly scheduled meeting of the Board or earlier, as necessary to keep the Board appropriately informed. The final transaction shall be subject to the Board's approval.

Supporting Documentation: N/A

Facilitator/Presenter: Mark B. Rosenberg

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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES**

June 12, 2014

Subject: Concluding Remarks and Adjournment

Proposed Board Action:

None. Information only.

Background Information:

Albert Maury, Chair, FIU Board of Trustees will adjourn the meeting with closing remarks.

Supporting Documentation: N/A

Facilitators/Presenters: Albert Maury, *Chair, FIU Board of Trustees*

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