



FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
ACADEMIC POLICY AND STUDENT AFFAIRS COMMITTEE

Tuesday, June 3, 2014
8:30 am
Florida International University
Modesto A. Maidique Campus
MARC International Pavilion

Committee Membership:

Cesar L. Alvarez, *Chair*; Claudia Puig, *Vice Chair*; Jose J. Armas; Mayi de la Vega; C. Delano Gray;
Alexis Catalayud

Liaison:

Carlos B. Castillo, *Foundation Board of Directors*

AGENDA

- | | |
|-----------------------------------------------------------------------------------------------|----------------------|
| 1. Call to Order and Chair's Remarks | Cesar L. Alvarez |
| 2. Approval of Minutes | Cesar L. Alvarez |
| 3. Action Items | |
| AP1. Tenure as a Condition of Employment Nomination | Douglas Wartzok |
| AP2. Tenure Nominations | Douglas Wartzok |
| AP3. Ph.D. in International Crime and Justice New Program Proposal | Douglas Wartzok |
| AP4. Approval of Gift of Real Property and New Educational Site | Douglas Wartzok |
| AP5. Museum of Science Inc. Development and Operating Agreement Proposal | Douglas Wartzok |
| AP6. Pathway Services Agreement | Douglas Wartzok |
| AP7. 2014-15 University Work Plan to the Board of Governors | Douglas Wartzok |
| AP8. Amendment to the Florida International University Board of Trustees Operating Procedures | M. Kristina Raattama |

4. Information/Discussion Items *(No Action Required)*

4.1 Academic Affairs Regular Reports

- | | |
|---------------------------|-------------------------------|
| ▪ Undergraduate Education | Douglas L. Robertson |
| ▪ Graduate Education | Lakshmi N. Reddi |
| ▪ Engagement | Irma Becerra-Fernandez |
| ▪ Enrollment Services | Luisa M. Havens |
| ▪ Information Technology | Robert Grillo |
| ▪ Research | Andres G. Gil |
| ▪ Student Affairs | Larry Lunsford |

4.2 Academic Affairs Special Report

- | | |
|--------------------------------------------|-----------------------------------------------------|
| ▪ Current Scholarly Work on Sea Level Rise | Rene Price, Juliet Pinto,
Kate MacMillin |
|--------------------------------------------|-----------------------------------------------------|

5. New Business *(If any)*

Cesar L. Alvarez

6. Concluding Remarks and Adjournment

Cesar L. Alvarez

Next Academic Policy and Student Affairs Committee Meeting is scheduled for Wednesday, September 10, 2014

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Academic Policy and Student Affairs Committee
June 3, 2014

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

Proposed Committee Action:

Approval of Minutes of the Academic Policy and Student Affairs Committee meeting held on Thursday, March 27, 2014 at the Florida International University Engineering Center, room 2300.

Background Information:

Committee members will review and approve the Minutes of the Academic Policy and Student Affairs Committee meeting held on Thursday, March 27, 2014 at the Florida International University Engineering Center, room 2300.

Supporting Documentation: Academic Policy and Student Affairs Committee
Meeting Minutes: March 27, 2014

Facilitator/Presenter: Committee Chair Cesar L. Alvarez

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**FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
ACADEMIC POLICY AND STUDENT AFFAIRS COMMITTEE
MINUTES
MARCH 27, 2014**

1. Call to Order and Chair's Remarks

The Florida International University Board of Trustees' Academic Policy and Student Affairs Committee meeting was called to order by Committee Chair Cesar L. Alvarez at 11:29 a.m. on Thursday, March 27, 2014, at the Florida International University Engineering Center, room 2300.

The following attendance was recorded:

Present

Cesar L. Alvarez, *Chair*
Claudia Puig, *Vice Chair*
Jose J. Armas
C. Delano Gray
Liane M. Sippin

Excused

Mayi de la Vega

University President Mark B. Rosenberg was also in attendance.

Committee Chair Alvarez welcomed all Trustees, University faculty, and staff.

2. Approval of Minutes

Committee Chair Alvarez asked that the Committee approve the minutes of the meetings held on October 14, 2013 and January 9, 2014. A motion was made and passed to approve the Minutes of the Academic Policy and Student Affairs Committee meetings held on Monday, October 14, 2013 and Thursday, January 9, 2014.

3. Action Items

AP1. Tenure as a Condition of Employment Nominations

Provost and Executive Vice President Douglas Wartzok presented the Tenure as a Condition of Employment (TACOE) Nominations for Committee review, noting that the two nominees have been selected to receive TACOE based on the caliber of their work.

A motion was made and passed that the FIU Board of Trustees Academic Policy and Student Affairs Committee recommend for Board of Trustees' approval the two (2) candidates for Tenure as a Condition of Employment, as specified in the Board materials.

AP2. New Program Proposal: Master in Physician Assistant Studies

Provost Wartzok presented the Master in Physician Assistant Studies (CIP 51.09.12) New Program Proposal for Committee review. He noted that one of the founding strategic goals of the Herbert Wertheim College of Medicine is to ameliorate South Florida's current and anticipated physician shortages. He added that it is predicted that health care reform will increase demand and opportunities for mid-level health care providers, including Physician Assistants. He reported that the United States Bureau of Labor Statistics expects the employment of Physician Assistants to grow 30 percent from 2010 to 2020, much faster than the average for all occupations.

A motion was made and passed that the FIU Board of Trustees Academic Policy and Student Affairs Committee recommend for Board of Trustees' approval the Master in Physician Assistant Studies degree (CIP 51.09.12) new program proposal.

Committee Chair Alvarez noted that three action items on the agenda pertained to new and existing University Regulations, adding that University General Counsel M. Kristina Raattama would present the items for the Committee's review. He requested that the Amendment to Regulations: Student Code of Conduct, FIU-2501 and Disruptive Student Conduct, FIU-2520; the Proposed Amendment to the Demonstrations Regulation, FIU-110; and that the Proposed Camping Regulation, FIU-111 be voted on in one (1) motion. There were no objections.

AP3. Amendment to Regulations: Student Code of Conduct, FIU-2501 and Disruptive Student Conduct, FIU-2520

General Counsel Raattama noted that the proposed amendments to the Regulations that pertain Student Code of Conduct, FIU-2501 and Disruptive Student Conduct, FIU-2520 are being submitted for Board approval in order to clarify when the University may impose sanctions against a student who possesses weapons or firearms.

AP4. Proposed Amendment to Demonstrations Regulation, FIU-110

General Counsel Raattama presented the proposed amendments to the Demonstrations Regulation, FIU-110 for Committee review, noting that the regulation addresses free speech /demonstration activities on FIU's campuses. She delineated the key changes to the regulation, noting that the proposed updates include: (1) adding a new area for conducting demonstrations and relocating another one, (2) confirming the University's desire to continue to provide designated free speech areas and the authority to relocate demonstration areas as needed to accommodate future campus development, (3) designating hours for demonstrations between 8 am and 10 pm, and (4) memorializing the important role in our society of, but potential consequences for engaging in, civil disobedience.

AP5. Proposed Camping Regulation, FIU-111

General Counsel Raattama presented the new proposed Camping Regulation, FIU-111 for Committee review. She noted that in conjunction with the proposed updates to the Demonstrations Regulation FIU-110, the Camping regulation is being added to the University's regulations to address camping and overnight use of University grounds. She added that overnight use of University grounds by University organizations (faculty/staff and/or student groups) may be

permitted if approval is obtained from the appropriate Vice President or designee. Otherwise, camping and overnight use of University grounds are not permitted on the University's grounds.

A motion was made and passed that the FIU Board of Trustees Academic Policy and Student Affairs Committee recommend that the Board of Trustees' approve the Camping Regulation, FIU-111 and approve the recommended changes in the Student Code of Conduct Regulation, FIU-2501, the Disruptive Student Conduct Regulation, FIU-2520 and the Demonstrations Regulation, FIU-110.

AP6. Approval of Relocation of FIU Broward (Pines Center) Educational Site

Provost Wartzok presented the request for approval of the relocation of FIU Broward (Pines Center) Educational Site for Committee review. He noted that in order to provide enhanced instructional space that will improve the quality of educational programs in the same service area at approximately the same cost, the University is requesting to relocate the FIU Broward Pines Center from the City of Pembroke Pines Center to a new facility being constructed by Broward College in the same general vicinity. He stated that the new facility will provide FIU with approximately 40,000 dedicated square feet, which he added represents a significant increase when compared to the 12,000 dedicated square feet of available space at the current Pines location.

A motion was made and passed that the FIU Board of Trustees Academic Policy and Student Affairs Committee recommend that the Board of Trustees' (i) approve, and request that the Florida Board of Governors (BOG) approve, the relocation of the FIU Broward (Pines Center) Educational Site located in Pembroke Pines to the new Broward College Educational Facility located in Miramar; and (ii) 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.

4. Information/Discussion Items *(No Action Required)*

4.1 Academic Affairs Reports

Committee Chair Alvarez requested that the Undergraduate Education, Graduate Education, Engagement, Enrollment Services, Information Technology, Research and Student Affairs reports provided in the agendas be accepted as written. There were no objections.

4.2 Academic Affairs Special Reports

▪ Aesthetics and Values Honors College Seminar

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. Instructor Bailly noted that Ms. Goldstein is a senior who will graduate this semester with a Bachelor's degree in International Relations and indicated that as a member of the Honors College, she participated in the Aesthetics and Values seminar. Ms. Goldstein discussed her experience with the seminar, stating that it offers a unique glimpse into the vital role that visual art plays in promoting social and cultural change. She described the annual project and added that it provides students with the opportunity to demonstrate their resourcefulness and creativity through the research, curation, and organization of an on-campus exhibition of contemporary Miami artists.

5. New Business

AP7. Honorary Degree Nomination

Provost Wartzok presented the Honorary Degree Nomination for Committee review, noting that the Faculty Senate recommended Mr. Alberto M. Carvalho as a recipient of a doctoral degree from the University. Provost Wartzok stated that Mr. Carvalho is the Superintendent of Miami-Dade County Public Schools (MDCPS), the fourth largest school district in the nation. He added that under Mr. Carvalho's leadership, MDCPS was the 2012 winner of the Broad Prize for Urban Education and in 2014 was recognized as the College Board Advanced Placement Equity and Excellence District of the Year. Additionally, Provost Wartzok noted that Mr. Carvalho has received a number of extraordinary distinctions in his career, such as being recognized as Florida's 2014 Superintendent of the Year and the National 2014 Superintendent of the Year.

A motion was made and passed that the FIU Board of Trustees Academic Policy and Student Affairs Committee recommend that the Board of Trustees' endorse Mr. Alberto M. Carvalho as a recipient of a doctoral degree *honoris causa* from Florida International University.

Committee Chair Alvarez thanked student Trustee Liane M. Sippin for her dedicated efforts representing the student body and wished her well in her future endeavors.

6. Concluding Remarks and Adjournment

With no other business, Committee Chair Cesar L. Alvarez adjourned the meeting of the Florida International University Board of Trustees Academic Policy and Student Affairs Committee on Thursday, March 27, 2014 at 11:51 am.

Trustee requests:

There were no Trustee requests.

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THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Academic Policy and Student Affairs Committee
June 3, 2014

Subject: Tenure as a Condition of Employment Nomination

Proposed Committee Action:

Recommend to the Florida International University Board of Trustees the approval of 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

Facilitator/Presenter:

Douglas Wartzok

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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

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.

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Academic Policy and Student Affairs Committee
June 3, 2014

Subject: Tenure Nominations

Proposed Committee Action:

Recommend to The Florida International University Board of Trustees approval of 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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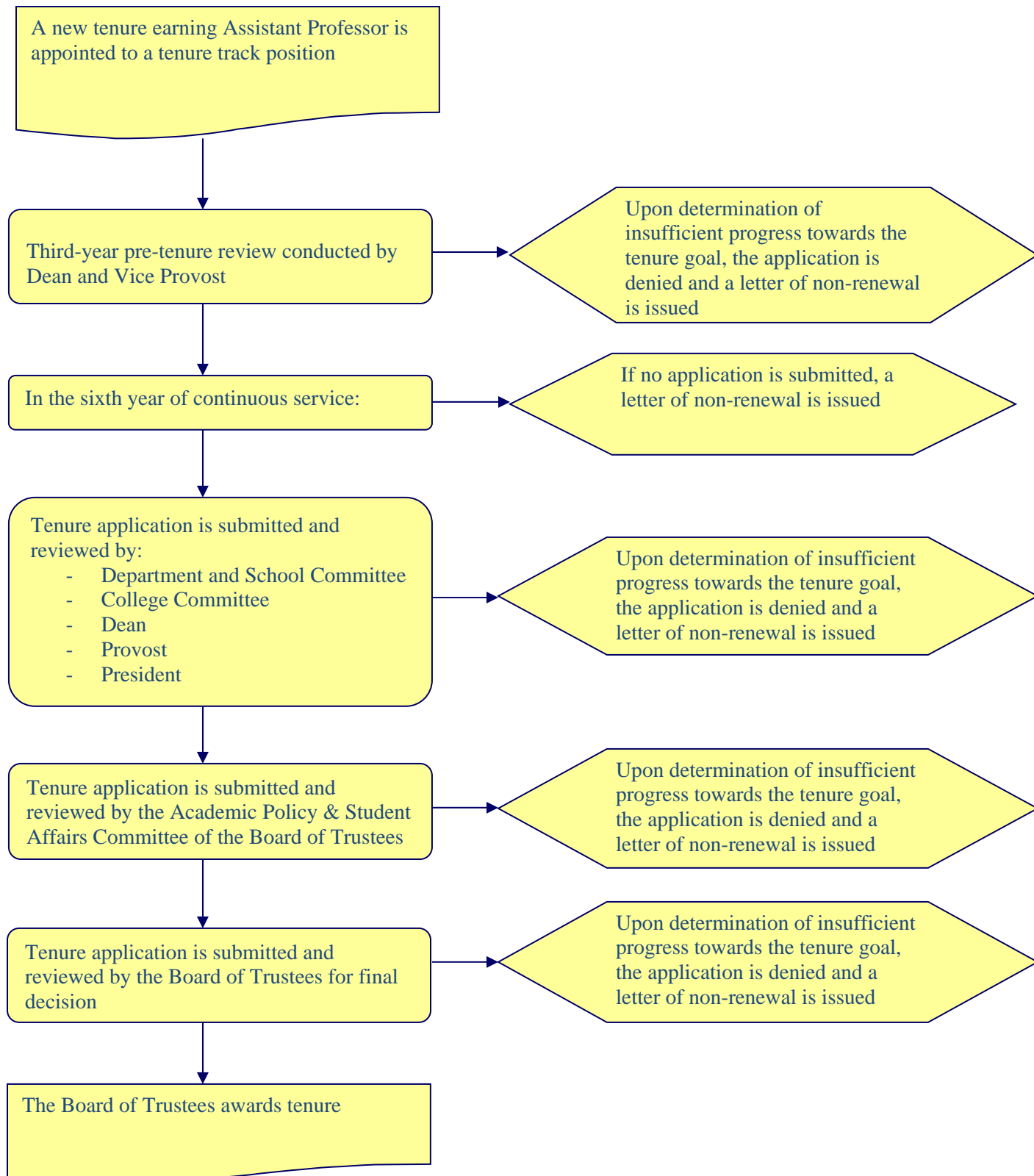
Facilitator/Presenter:	Douglas Wartzok
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	2013-2014 Tenure Candidates		
	Name	Department	Proposed Rank
	College of Architecture + The Arts		
1	Spiegelhalter, Thomas	Architecture	Associate Professor
2	Galaska, Anthony S.	Theatre	Associate Professor
	College 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, Nezh	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



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**

Academic Policy and Student Affairs Committee

June 3, 2014

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

Proposed Committee Action:

Recommend to the Florida International University Board of Trustees approval of 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

Facilitator/Presenter: Douglas Wartzok

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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**

Academic Policy and Student Affairs Committee

June 3, 2014

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

Proposed Committee Action:

Recommend that the Florida International University Board of Trustees 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

Facilitator/Presenter: Douglas Wartzok

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

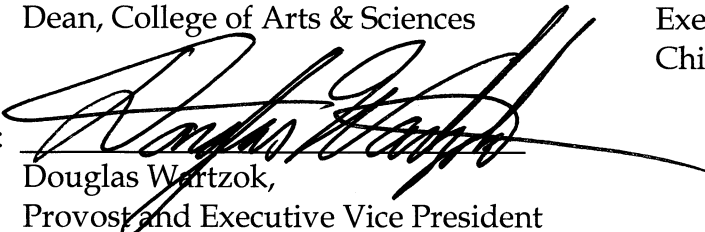
Statute 768.28 and the limitations therein and without waiving any rights or defenses, FIU shall indemnify, defend and hold NTBG harmless from all claims, actions, damages, liability and expenses (including reasonable attorneys' fees and court costs) occasioned wholly by any wrongful act or omission 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.

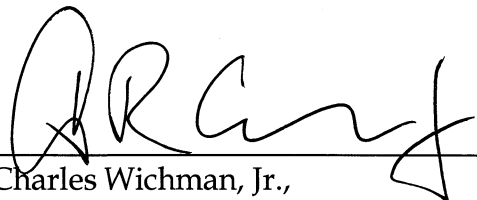
IN WITNESS WHEREOF, the Parties hereto have caused this Gift Agreement to be executed effective as of the day and year first written above.

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.

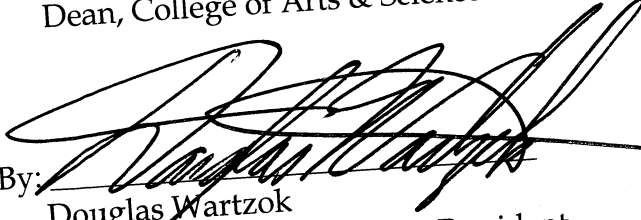
10.9. Entire Agreement. This Agreement and the Gift Agreement represent the entire agreement of the Parties and supersede all prior oral or written statements or agreements. This Agreement may not be amended or modified except by a subsequent written instrument duly executed by the Parties.

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.

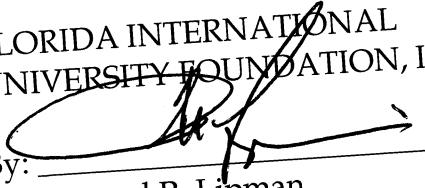
IN WITNESS WHEREOF, the Parties hereto have caused this Joint Operating Agreement to be executed the day and year first written above.

FLORIDA INTERNATIONAL
UNIVERSITY
BOARD OF TRUSTEES

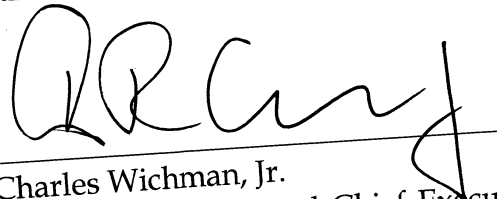
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Florida International University
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NATIONAL TROPICAL BOTANICAL
GARDEN

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.
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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**

Academic Policy and Student Affairs Committee

June 3, 2014

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

Proposed Committee Action:

Recommend that the Florida International University Board of Trustees hereby 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.”

Supporting Documentation: Joint Development and Operating Agreement

Facilitator/Presenter: Douglas Wartzok

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, FFWF 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

Exhibit A

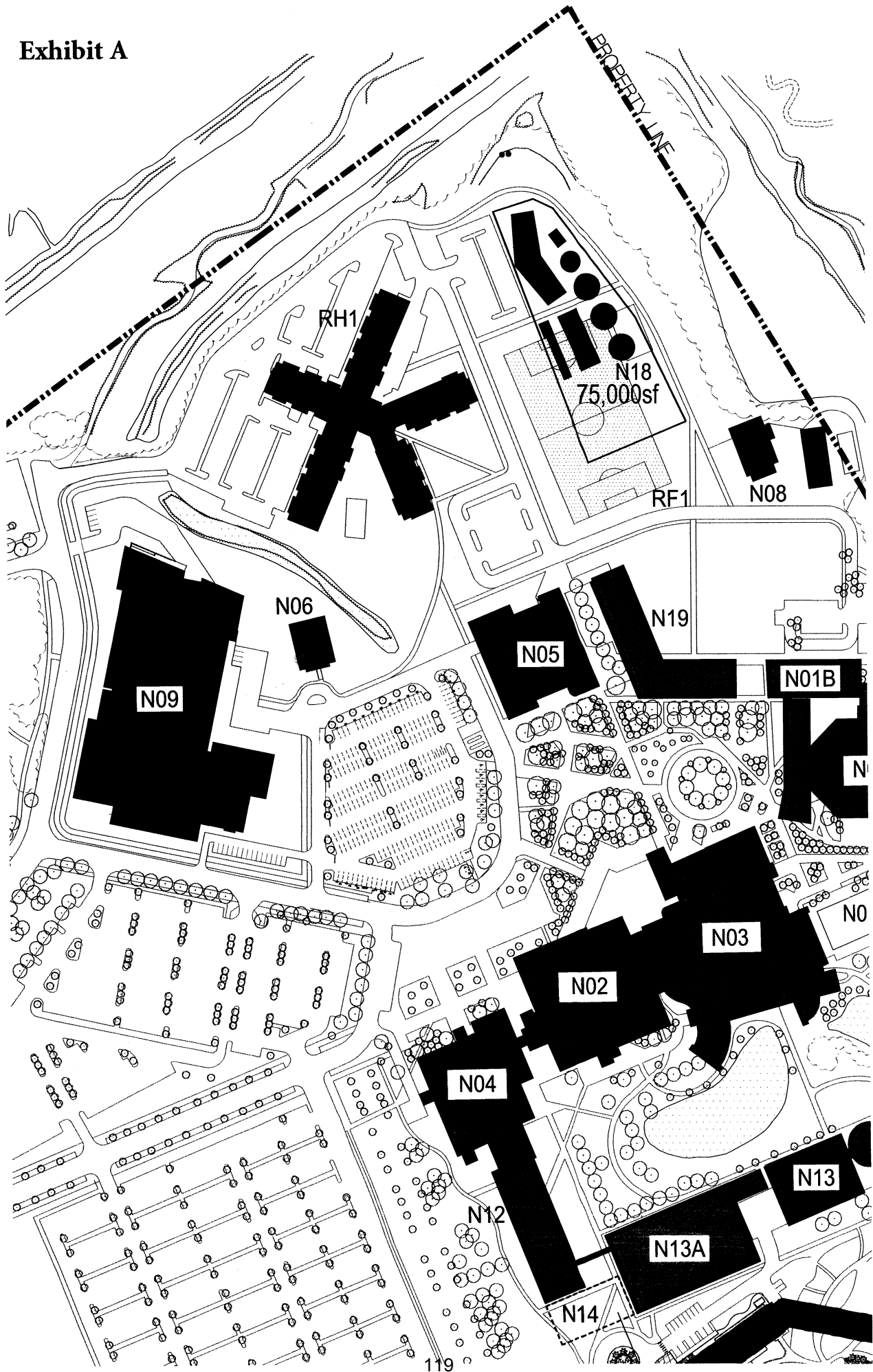


Exhibit B
Patricia and Phillip Frost Museum of Science
Batchelor Environmental Center at FIU

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/ Aquarium (Fourqurean, Burkepile, Bracken-Grissom, Boswell), shark and coral reef biology (Heithaus, Burkepile, Lanetty, Richardson), the Everglades (Crowl, 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**

Academic Policy and Student Affairs Committee

June 3, 2014

Subject: Pathway Services Agreement

Proposed Committee Action:

Recommend that the Florida International University Board of Trustees 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

Facilitator/Presenter:

Douglas Wartzok

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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
Academic Policy and Student Affairs Committee
June 3, 2014

Subject: 2014-15 University Work Plan to the Florida Board of Governors

Proposed Committee Action:

Recommend to The Florida International University Board of Trustees approval of 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: Douglas Wartzok

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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.



TABLE OF CONTENTS

1. STRATEGY

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

2. PERFORMANCE BASED FUNDING METRICS

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. As part of this initiative, FIU hired 65 advisors and implemented My eAdvisor, an automated tracking tool that provides students and advisors with feedback regarding students' progress on their Major Maps. Our redesign of College Algebra to marry high tech (computer-assisted teaching algebra) with high touch (individualized instruction using learning assistants) continues to improve the pass rate from the baseline of 33% in Fall 2010 to 62.4% in AY 2013-14. Academic Year 2013-14 is also the first year that we required small groups of students to meet with a learning assistant one hour per week in addition to one hour of lecture and three hours in the Math Lab. Concurrent with the implementation of this "Math Gym", the pass rate increased from 54% in AY 2012-13 to 62.4%.

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 leads the country in the number of students serving as trained Learning Assistants with approximately 300 assisting their fellow students to enhance success in STEM fields. FIU launched the STEM Transformation Institute bringing student-centric, research driven curricula to bear across STEM disciplines to enhance the success of our students. We have established a MAST Academy (STEM focused) magnet school on the Biscayne Bay Campus that directly interfaces with our marine and biological scientists. 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:* In 2013, FIU and Royal Caribbean Cruises Ltd. signed an agreement that will provide great learning and practical opportunities for FIU students. It includes the construction of a 130,000-square-foot facility at FIU's Biscayne Bay Campus and a minimum of 20 annual paid internships for our students. Also, in 2013, FIU and Florida Power & Light signed an agreement to expand paid on-campus internship opportunities. Through this agreement the FPL Call Center has been expanded to host from 25-35 student customer call agents each semester. Upon graduation, customer call agents can transition to FPL employment. The current internship conversion rate is approximately 90%. In March 2014, FIU hosted members of the U.S. Defense Logistics Agency to finalize a partnership agreement to promote jobs and internships. And, in April 2014, 29 students graduated from the Miami-Dade County Mayor's Executive Internship program. Students work 20-25 hours a week and have weekly meetings with administrators to learn about county governance.



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%	30%	34%
---------------------------------------------------------------------------------	------	-----	-------	-----	-----	-----

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
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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
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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
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Faculty Practice Plans

Revenues/receipts are funds generated from faculty practice plan activities.

Revenues	\$ 3.8	n/a
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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)	n/a	9.7%	10.5%	8.9% <i>draft</i>	7.5%

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:	\$ 286,263	\$ 0

*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

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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 <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%	7,479	28.1%	8,913	32.5%	10,368	36.8%
HYBRID (50%-79%)	273.0%	403	1.6%	521	2.0%	537	2.0%	552	2.0%
TRADITIONAL (<50%)	3.5%	19,047	77.2%	18,595	69.9%	18,017	65.6%	17,272	61.3%
TOTAL	10.3%	24,675	100%	26,595	100%	27,467	100%	28,192	100%
GRADUATE									
DISTANCE (80%)	8.1%	464	10.4%	578	13.1%	689	15.2%	801	17.2%
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%	3,777	85.9%	3,809	83.9%	3,815	81.9%
TOTAL	-8.9%	4,470	100%	4,395	100%	4,539	100%	4,659	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	9,767	10,087	10,353	10,629	10,923	11,249	2.9%
UPPER	14,741	11,682	15,167	15,665	16,078	16,507	16,962	17,469	2.9%
GRAD I	2,280	2,588	2,346	2,423	2,487	2,553	2,623	2,702	2.9%
GRAD II	941	818	968	1,000	1,026	1,053	1,083	1,115	2.9%
TOTAL	27,454	22,948	28,248	29,175	29,944	30,742	31,591	32,535	2.9%
<i>Non- Resident</i>									
LOWER	693	n/a	713	737	757	777	798	822	2.9%
UPPER	857	n/a	882	911	935	960	987	1,016	2.9%
GRAD I	613	n/a	631	652	669	687	706	727	2.9%
GRAD II	501	n/a	516	531	546	561	575	593	2.9%
TOTAL	2,664	2,138	2,742	2,831	2,906	2,985	3,066	3,158	2.9%
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	16,049	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	1,484	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		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		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.



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

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



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**

Academic Policy and Student Affairs Committee

June 3, 2014

Subject: Amendment to the Operating Procedures of the Florida International University Board of Trustees

Proposed Committee Action:

Recommend to the Florida International University Board of Trustees (the BOT) approval of 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 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: FIU Board of Trustees
Operating Procedures changes

Proposed Amendment to the FIU Board of Trustees
Operating Procedures

Facilitator/Presenter:

M. Kristina Raattama

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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. Shaw, our AGB consultant.
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 recommended list of board powers and responsibilities for state institutions, 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 become 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. If updates are not required, these items will transition to policies automatically.

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.

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THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Academic Policy and Student Affairs Committee
June 3, 2014

Subject: Academic Affairs Regular Reports

Proposed Committee Action:
None. Information/Discussion only.

Background Information:
The Academic Affairs Regular Reports consist of the following:

Undergraduate Education

Douglas L. Robertson

Graduate Education

Lakshmi N. Reddi

Engagement

Irma Becerra-Fernandez

Enrollment Services

Luisa M. Havens

Information Technology

Robert Grillo

Research

Andres G. Gil

Student Affairs

Larry Lunsford

Supporting Documentation: Academic Affairs Regular Reports

Facilitator/Presenter: Douglas L. Robertson
Lakshmi N. Reddi
Irma Becerra-Fernandez
Luisa M. Havens
Robert Grillo
Andres G. Gil
Larry Lunsford

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**Florida International University
Board of Trustees
Academic Policy and Student Affairs Committee
May, 2014**

Academic Affairs Report

A. Unit Reports

- I. Undergraduate Education**
- II. Graduate Education**
- III. Engagement**
- IV. Enrollment Services**
- V. Information Technology**
- VI. Research**
- VII. Student Affairs**

I. UNDERGRADUATE EDUCATION REPORT

1. FIU selected as a Founding Institution in the national Gateways to Completion Project

FIU was selected as one of thirteen Founding Institutions in the prestigious John N. Gardner Institute's Gateways to Completion Project (G2C). G2C utilizes an algorithm which analyzes massive amounts of data supplied by the participating institutions to help to identify high-enrollment, high-impact, foundational courses and to begin the process of studying why the courses produce such high failure rates. The process has identified 14 FIU courses that each had 2012-13 enrollments greater than 1,600 and DFWI rates (D, F, Withdrawal, or Incomplete) higher than 17%. The total 2012-2013 enrollments in these 14 courses was 28,119, in 475 sections (59 students/section), and 12 of the courses are lower division. Clearly, a large number of FIU undergraduates who were early in their academic careers were affected by these courses. Of these 14 courses, four courses were selected for focus. One additional course was added which produces the highest number of dropouts at FIU notwithstanding its relatively low failure rate. All five courses are being studied currently by Course-Specific Committees.

2. Obstacles to student success identified in a recent Getting to Graduation Survey

The Office of Retention and Graduation Success (ORGS) regularly conducts the Getting to Graduation Survey in order to identify any problems that might prevent students who were close to graduating from enrolling in the classes they needed and completing their

degrees. Most recently, this survey was distributed by email on December 13, 2013 to 2,052 students who were identified as potentially being within a semester of graduating based on cumulative credits (104 or more) and GPA (minimum 2.0). The survey was distributed to 1,745 seniors who were already enrolled for Spring classes. Three hundred and seven additional students met the cumulative credit and GPA criteria for the senior survey but were not enrolled yet for any classes. An expanded version of the survey was sent to those students to identify any issues preventing them from enrolling spring semester in addition to the questions about potential obstacles to graduation that were posed to all seniors. Two hundred and forty-nine (249) students responded to the surveys (12% response rate). Of these, 231 had already enrolled in classes for Spring semester.

Key findings:

- 55% of the seniors who responded to the survey expected to graduate at the end of Spring semester.
- 63% of respondents were concerned about potential obstacles to their graduating:
 - Course availability was cited as a problem for many seniors: 32% reported difficulty getting into classes they needed or they were not sure if they would get into the classes they needed.
 - Financial issues were also an obstacle for many seniors: 28% responded that financial aid or money problems could keep them from graduating, and 14% of the seniors who were not enrolled in classes they needed cited financial issues as the reason.
 - Academic issues were also identified as obstacles to graduating: 25% of seniors were concerned about getting the grades they needed in required classes or that their GPAs could drop too low.

Recommendations:

- Ensure adequate availability for needed courses. The Office of Retention and Graduation Success can help to project needed capacity for required courses. Provide additional funding for seniors who need assistance to complete their last few classes. GSI Graduation Grants have been implemented to help with these needs for Summer 2014.

3. On-campus housing and student success metrics

Living on-campus is often thought to support student success. First to second year retention and 6 year graduation rates are two important metrics in the BOG's performance funding formula. Here are the key findings and recommendations from a recent study by Undergraduate Education's Office of Retention and Graduation Success.

Key findings:

- Students who lived on campus more than one year had higher graduation rates than those who lived on campus for only one year. However, the majority of students from the 2006 and 2007 FTIC Housing cohort lived on campus for only one year (n=1,249) and had a 6 year graduation rate of 33% (n= 410), which was lower than the university-wide cohort averages (respectively, 47% and 50%). Housing students from the same cohorts who lived on campus for at least two years had an average graduation rate of 61% or higher (n=447).
- Housing students were more likely to be from lower high school GPA groups than were non-housing students which account for the previous finding.
- Even after controlling for high school GPA, non-housing students still had higher one-year retention rates than did housing students.

Recommendation:

- Student Affairs and Undergraduate Education should develop a working committee to better understand and inform residential students of the current opportunities available through residential living-learning communities, co-curricular support as well as university academic support services. Consideration should be given to expanding models geared towards residential students.

II. GRADUATE EDUCATION REPORT

1. Carnegie-style Program Review Cycle Completed

The UGS has concluded its first cycle of the Carnegie-style program reviews, completing the evaluation of 29 of our PhD programs. The review process began in 2008 with the goal of creating a culture of accountability; committing programs to continuous improvement in the preparation of graduate students as scholars. Unlike other program reviews, the Carnegie-style review emphasizes the students' perspectives on program quality and effectiveness. Program responses to the reviews and recommendations have produced a number of successful outcomes, which include curricular changes that better reflect the current state of disciplines; a decrease in the time to degree completion; creation of special co-curricular workshops that focus on better preparing students for conducting research; and changes in the format and content of qualifying exams. Program improvement efforts are now part of the University Graduate School (UGS) funding allocation metrics. To streamline the review process, the UGS has partnered with the Office of Academic Planning and Accountability. The second cycle will be in conjunction with the Board of Governors mandated review cycle.

2. UGS URM Initiatives in STEM

The UGS has increased its participation in a number of Underrepresented Minority (URM) and STEM fellowship programs. This year, UGS was the first in the state of Florida to host a National Consortium for Graduate Degrees for Minorities (GEM) GRAD Lab, which encourages young minority students to consider graduate STEM education. In collaboration with the College of Engineering, UGS also took the lead in the recruitment of NSF Bridge to Doctorate (BD) Fellows, hosting its first cohort of BD fellows—9 African Americans and 8 Hispanics—starting in the fall 2013 term. Since 1984, through its involvement with the Florida Education Fund (FEF) McKnight Doctoral Fellowship program, UGS has supported 46 McKnight fellows, maintaining a retention rate of 82%, one of the highest in the state. Another 6 McKnight Fellows will join FIU in 2014-2015.

3. Graduate Student Appreciation Week Concludes with Record Numbers and UGS Inaugurates AGILE Lecture Series

Graduate Student Appreciation Week (GSAW) concluded with a record number of attendees. Over 600 students, faculty, and staff joined the GPSC and UGS to take part in the week's major events. The week concluded with the UGS Provost Awards Recognition Reception, during which the Provost, the UGS Dean, and the GPSC recognized the 2014 graduate faculty and student awardees for outstanding mentorship, research, teaching, community engagement, and scholarship. Following the week-long celebration, the UGS hosted its very first AGILE lecture. The inaugural lecture was led by Dr. Debra Stewart, President of the Council of Graduate Schools, who invited the FIU graduate community to engage in a meaningful and candid dialogue about professional development trends and opportunities in graduate education.

III. ENGAGEMENT REPORT

1. Life Sciences South Florida

Working through the Office of Engagement, Life Sciences South Florida (LSSF) hosted two major events at FIU. On March 27 and 28, 2014, LSSF partnered with BioFlorida for its inaugural Latin America and Caribbean Life Science Conference. More than 140 people attended the conference, the majority of whom conduct business in Latin America. Representatives from The Scripps Research Institute, the Vaccine & Gene Therapy Institute of Florida, Max Planck Institute for Neuroscience and the University of Miami participated in a panel about university research collaborations in Latin America. On April 12, 2014, LSSF and FIU hosted the 2nd Annual STEM Undergraduate Research Symposium to showcase original student research in STEM fields. State Senator Jeremy Ring and FIU's Dr. Pedro Greer were the keynote speakers at the

event, which featured oral and poster presentations on topics ranging from Post-Traumatic Stress Disorder (PTSD), HIV and drug addiction, autism, early education and genetics. More than 180 people attended, including 74 students and 44 judges. Student participation embodied the South Florida educational landscape representing the following institutions: FIU, Barry University, Broward College, Florida Atlantic University, Florida Gulf Coast University, Indian River State College, Miami Dade College, Nova Southeastern University, Palm Beach State College and the University of Miami.

FIU student Leidy Gonzalez won third place in the poster category for her project titled: *"Phylogenetic Analysis of Co-Diversification between the Bacterial Order Oceanospirillales and Anthozoans."* Florida Atlantic University took first place in the oral presentation category and University of Miami received first place in the poster category.

2. Internships

The Office of Engagement continues to expand internship opportunities for FIU students. On March 28, 2014, Engagement hosted members of the U.S. Defense Logistics Agency for a ceremony to finalize a partnership agreement to identify and promote jobs and internships at the DLA for FIU students. Already, the agency has hired four FIU students for permanent, fulltime positions at locations around the U.S.

The Office of Engagement also joined Miami-Dade Mayor Carlos Gimenez in celebrating the graduation of 29 FIU students from the Miami-Dade County Mayor's Executive Internship program on April 16, 2014. Overseen by the Office of Engagement and Career Services, the program was launched in 2012 and is open to juniors, seniors and graduate students with a grade point average of at least 3.0. Students who are accepted into the program are assigned to specific county departments, working 20-25 hours a week under the supervision of a department director. The interns have weekly meetings with the mayor, deputy mayors or top department directors. Each student was assigned to a team and produced a final project making recommendations to improve Miami-Dade County government, including cost-saving recommendations in IT, water and sewer and the police department. Of the more than 100 students who have completed the program, eleven have been hired by the county. The Office of Engagement uses the program as a model for other government agencies who want to partner with FIU on internships.

3. 2013 Engagement Year in Review

The Office of Engagement produced its first annual report, the "2013 Year in Review" to highlight the office's initiatives and recognize our community partners and donors. Highlights included ACCESS, the university's achievement-oriented partnership with

Miami-Dade County Public Schools; The Education Effect, a university community school partnership started at Miami Northwestern Senior High School and recently expanded to Booker T. Washington Senior High; Life Sciences South Florida, a 20-member consortium of university and community college presidents, research institutions and economic development councils focused on expanding the life sciences industry in South Florida; the Internships and Talent Development Network programs, both designed to offer experiential learning opportunities for students and retain talent in South Florida; and Fostering Panther Pride, a recently launched program that provides specialized services to former foster care and homeless youth at FIU.

IV. ENROLLMENT SERVICES REPORT

1. University Enrollment

As of May 15, 2014, 50,112 students have enrolled in courses for the spring 2014 term. This represents a 3.20% or 1,548 student increase as compared to spring 2013 enrollment of 48,564. In addition, the FTEs have increased by 4.13% or 480, from 11,618 FTEs in spring 2013 to 12,098 in spring 2014. Regarding enrollment for summer 2014, as of May 15, 31,439 students are enrolled in courses. This represents a 2.35% or 721 student increase as compared to summer 2013 enrollment of 30,718. In addition, FTEs have increased by 1.45% or 70, from 4,886 FTEs in summer 2013 to 4,956 in summer 2014.

2. New FTIC and Transfer Enrollment

For the academic year 2014-15, offers to first-time-in-college (FTIC) students have increased by 5% or 525 students, from 10,288 to 10,813 over the same time period a year ago. In addition, offers to transfer students have increased by 23% or 1,178 students from 5,078 to 6,256 over the same time period a year ago. In terms of overall deposits for freshman and transfers for the academic year 2014-15, as of May 15, 2014, we are ahead by 8% or 626 students from 7,861 to 8,487 over the same time period a year ago. Specific to fall 2014 FTICs, an increase of 16% or 479 students have matriculated compared to the same time period last year for fall 2013. Similarly for fall 2014 transfers, an increase of 23% or 394 students have matriculated compared to the same time period last year for fall 2013. In terms of enrollment for summer 2014, an increase of 9% or 102 students have enrolled compared to the same point in time last year. Transfer enrollment is up by 39% or 105 students. The registration window for FTIC's is not open at this time and therefore there is not enrollment to report. At the May 1, 2014 benchmark point for FTIC's, a greater proportion of matriculated students in 2014-15 (76.75%) versus 2013-14 (72.36%) have a GPA of greater than a 3.5. In addition, 48.47% of the fall class have a GPA of a 4.0 or better. The average GPA for the FALL 2014 matriculated class has increased to 3.94 compared to the average GPA of 3.84 for the FALL 2013 class. Undergraduate Admissions will continue to allow FTIC students to submit their enrollment deposit until June 1. At that time we will reach another milestone and benchmark using both matriculated data as well as orientation

registration data to have a more complete picture of the projected FTIC class. Transfer students will be able to submit their enrollment deposit until June 1 for summer and August 1 for fall. At each date we will reach another milestone and benchmark using both matriculated data as well as course registration data to have a more complete picture of the projected transfer class.

3. Financial Aid

As of May 15, 2014 we have disbursed \$431 million to 38,291 for the 2013-2014 academic year compared to \$393 million to 35,849 at the same time last year for 2012-2013. \$43,431,233 in aid was disbursed on the first day of Summer C 2014 compared to \$38,709,967 on the first day of summer C in 2013, signifying an increase in aid disbursed of 12.2 percent. Financial Aid Office staff continues outreach efforts to the campus and surrounding communities. Over the last school year, 99 on-campus and 19 off-campus presentations and FAFSA workshops have been delivered. In addition to providing assistance with completing the Free Application for Federal Student Aid (FAFSA), staff provides financial literacy information and resources to students and their families.

V. INFORMATION TECHNOLOGY REPORT

1. PeopleSoft Financials and Grants Systems Upgrade

The Division of IT, in collaboration with the Office of the Controller, the Division of Research and the Office of Financial Planning, is launching the upgrade to FIU's financial system. Along with bringing our PeopleSoft Financials and Grants system current to the latest supported release, this upgrade delivers new functionality, workflow, reporting and interface enhancements to the product. This upgrade will help streamline more operational processes, deliver dashboards and analytics for certain operational functions, and improve overall self-service and financial process flows for the institution. This newer technology is making the process of maintaining system patches and updates more direct by providing new tools (PeopleSoft Upgrade Manager), as well as improved development capabilities for supporting, customized and modifying the application to suit FIU's business needs.

2. Microsoft Office 365

The Division of Information Technology is augmenting the current faculty and staff email service with cloud capabilities from Microsoft's Office 365. This benefit comes at no additional cost to the university and reduces the infrastructure footprint of the current on-premises system and allows the Division of IT to offer services that would otherwise be cost prohibitive. Through this upgrade email storage will increase to a minimum of 50 Gigabyte from the current 4 Gigabyte. Email and cloud storage is compliant with International Organization for Standardization (ISO) 27001, Health Insurance Portability and Accountability Act (HIPAA), Business Associate Agreement (BAA) and Federal

Information Security Management Act (FISMA) standards. The connection with Microsoft's cloud services was done in a manner that allows current security standards to be followed. Passwords are secured with this cloud offering and Microsoft employees do not have access to FIU data, and all email traffic still goes through a gateway in an FIU datacenter. The migration process has been automated so as to minimize any interruption in service. The project is expected to conclude in Summer 2014.

3. Education Roaming (eduroam) Service

Through the Division of IT, FIU is now participating in *eduroam* (education roaming), a free world-wide service that provides instant, authenticated and encrypted network access to all participating universities. *Eduroam* will allow all students, faculty, and staff to access Wi-Fi networks from participating institutions with their FIU email address and their MyAccounts password. In addition, *eduroam* will allow visitors to FIU from participating institutions to access the new *eduroam* SSID from FIU's wireless network, without the need for guest credentials or additional configuration by the user.

VI. RESEARCH REPORT

1. External Grant Awards' Performance

Through March 2014, awards received totaled \$63.76M, a 4% increase when compared with the same period last fiscal year. Although news of the Transportation Center award was received during fall 2013, it was not until January 2014 that we received the initial \$1.4M for the Tier 1 University Transportation Center (Dr. Azizinamini) from the U.S. Department of Transportation. The Accelerated Bridge Construction University Transportation Center (ABC-UTC) will work on deteriorating bridges across the country. It is important to note that the FIU ABC-UTC is the first federally-funded entity focused on developing technology and methods to improve and accelerate the construction of bridges.

During the third quarter of FY 2014, we also received \$473,494 for several studies Dr. de la Rosa is conducting on substance abuse, HIV, and drinking and driving; \$6.79M from USAID for the water programs in Tanzania and West Africa (Dr. Donoso); \$1.02M for the Florida Coastal Everglades Long Term Ecological Research program (Dr. Gaiser); \$448,623 for a study on the impact of cannabis use on the neurocognitive functioning of individuals with HIV/AIDS (Dr. González); \$1.45M for the FIUTeach Project (Dr. Kramer), which is a secondary STEM (science, technology, engineering and math) teacher preparation initiative aimed at helping to produce qualified math and science teachers across South Florida; and \$2.647M for the "Summer Preparatory Program," the "Increasing Academic Success in Middle School Program" and the study on "Improving Medication Adherence in ADHD Adolescents" conducted by the Center for Children and Families (Dr. Pelham).

2. Annual Customer Survey Results

The Division of Research (DoR) recently completed the analysis of its 5th annual customer survey, which is sent to all faculty who either submitted a grant proposal or had an active grant during the prior fiscal year—FY 2012-2013. The survey was sent to 357 faculty, with a 48.2% response rate. Areas with improving satisfaction among researchers include understanding budgets, General Counsel assistance and support from the Institutional Review Board (IRB) and the Institutional Animal Care and Use Committee (IACUC). Areas identified by faculty in which DoR needs to improve include budget and account set-up for new grants; financial reports for existing grants, and hiring personnel on grants and contracts. In addition, areas with declining satisfaction included purchasing items on grants, hiring personnel on grants and college assistance with grants and contract management. DoR is diligently addressing these issues, and has identified ways to improve areas of persistent challenges. For instance, DoR established a “hotline” to detect, track and solve difficulties with hiring personnel and purchasing items on grants.

3. Initiatives

As part of the USAID West Africa Water Supply, Sanitation and Hygiene Program (WA-WASH), FIU hosted the 2014 West Africa Study Tour program for 13 Burkina Faso water management agency representatives. During the latter part of February and early March, we held seminars at FIU and performed site visits in Miami and West Palm Beach, discussions on the role and responsibilities of academic institutions in water management research and education programs and the role of local, state and federal government in water resources’ management and protection; meetings with Miami-Dade County Commissioners, M-DWASD and SFWMD representatives, and meetings with representatives from the Florida Department of Environmental Protection.

DoR also hosted the Vice President for Research and Economic Development at Mississippi State University, Dr. David Shaw. He met with faculty to discuss team science opportunities and challenges, given that interdisciplinary research is often not an easy task because of cultural barriers in academia, and constraints placed on these teams by various forces.

The Vice President for Research held a research faculty meeting, during which he reviewed FIU’s current research portfolio; presented strategies to anticipate funding trends and to position FIU to be responsive to these trends; discussed the need to increase focus on rewarding interdisciplinary research, and generally exchanged ideas with over 100 researchers in attendance. He also briefly discussed the results of the 2012-2013 DoR Customer Survey.

The Technology Management and Commercialization unit participated in the Inaugural BioFlorida Latin America and Caribbean Life Sciences hosted in part at FIU that brought representatives of the Biotechnology Florida to Miami fostering collaboration. It also mentored a PI and his team to successfully complete an I-Corps team submission to the NSF. The team will formalize a product concept based on a cortisol sensing technology.

Last year FIU participated in the Southeast BIO (SEBIO) Plan competition and made it to the final four—this year we are helping two FIU teams in their application submission. The SEBIO program is designed to foster the creation of new life sciences and medical technology companies in the Southeast.

VII. STUDENT AFFAIRS REPORT

1. Wolfe Center Grand Opening

The \$4.2 million renovation of the Wolfe University Center at the Biscayne Bay Campus was completed and formally dedicated March 31, 2014. The project was funded primarily by the Student Government Association with an assist from CITF funds. The renovation has created a vibrant new student-centered hub, creating a high-tech destination on campus where many students study, connect with others, and host events.

2. Center for Leadership and Service

The 10th annual FIU Relay for Life had one-hundred five teams of students, staff, alumni, and community members joining forces to raise \$116,000 for the American Cancer Society. An estimated 4,500 people participated in the overnight event, the largest in its history. The 17th annual Dance Marathon had a record 205 dancers and over 100 volunteers. The event raised \$72,000 for the Children's Miracle Network, benefitting Miami's Children Health Foundation. The Alternative Breaks program focuses on developing active citizens through social issue education, leadership training, and direct service projects in diverse cultures and environments at home and abroad. FIU participated at 37 sites this year, working on issues ranging from education, to health care, to environment. Fifteen international sites brought groups of students to multiple locations in the Dominican Republic, Nicaragua, Guatemala, Bolivia, and Jamaica. Four-hundred ten students participated, generating 14,000 hours of service to communities in need.

3. Housing Updates

FIU Housing has undergone several updates in the past year with many more planned to enhance the on-campus residence experience. The exterior of University Towers, Everglades Hall, Panther Hall, and Lakeview Halls were painted to compliment the new Parkview Hall and university colors. Each residence hall in the housing quad received new outdoor signage that lights at night to help build the brand for the new building and serve as directional guides for students and visitors. The lounges in University Towers, Panther Halls, and Everglades were upgraded with new carpet and furniture. Panther Hall, FIU's freshman residence hall, will get a \$3 million renovation over the next two summers. Students living in the University Apartments will receive a new living room and dining room furniture and outside seating areas. A final project that will change on-campus housing is the master planning of the Housing quad. The goal is to design a five-year plan to update the outside space to make it more student friendly and add new amenities to the quad.

B. Key Performance Indicators

Academic Quality				
	2012-13 Actual	2013-14 Goal*	2013-14 Projected	OT (On target) BT (Below target) AT (Above target)
Avg. SAT Score (for 3 subtests)	1704	1710	1714	AT
Avg. High School GPA	3.74	3.75	3.84	AT

* FIU Work Plan

Return on Investment				
	2012-13 Actual	2013-14 Goal*	2013-14 Projected	OT (On target) BT (Below target) AT (Above target)
Graduate Degrees Awarded	3,440	3,987	3,529	BT
Percent of Graduate Degrees in STEM	16.2%	15.25%	16.4%	AT

Percent of Bachelor's Degrees in STEM	16%	16.25%	16%	BT
Percent of Baccalaureate Graduates Employed in Florida	65%**	67%	n/a**	n/a
Percent of Baccalaureate Graduates Continuing their Education in Florida	19%**	21%	n/a**	n/a

* FIU Work Plan

**Latest data available is for 2011-12 graduates.

Return on Investment				
	2012-13 Actual	2013-14 Goal*	2013-14 Projected	OT (On target) BT (Below target) AT (Above target)
Total Research Expenditures (\$M)	\$128.07	\$126.0	\$126.44	AT
Science & Engineering Research Expenditures (\$M)	\$92.46	\$89.2	\$89.58	AT
Science & Engineering R&D Expenditures in Non-Medical/ Health Sciences (\$M)	\$86.0	\$82.0	\$82.35	AT

Percent of Research Expenditures Funded from External Sources	62%	66%	70%	AT
Patents Issued	1	3	3	OT
Licenses/Options Executed	3	3	3	OT
Licensing Income Received (\$M)	\$0.02	\$0.05	\$0.05	OT
Number of Start-up Companies	1	2	2	OT
National Rank is Higher than Predicted by the Financial Resources Ranking (based on U.S. News & World Report)	n/a		n/a	n/a

* FIU Work Plan

Operational Efficiency				
	2012-13 Actual	2013-14 Goal*	2013-14 Projected	OT (On target) BT (Below target) AT (Above target)
FTIC Graduation Rates In 4 years (or less) In 6 years (or less)	27% 50%	24% 49%	22% 52%	BT AT
AA Transfer Graduation Rates In 2 years (or less) In 4 years (or less)	21% 61%	23% 63%	19% 62%	BT BT
Percent of Bachelor's Degrees Without Excess Hours	70%	56%	70%	AT
Average Time to Degree (for FTIC)	5.6	5.5	5.6	BT

* FIU Work Plan

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Academic Policy and Student Affairs Committee
June 3, 2014

Subject: Academic Affairs Special Report

Proposed Committee Action:
None. Information/Discussion only.

Background Information:

Associate Professor Rene Price, from the Department of Earth and Environment, will present her research on sea level rise and the impact on Miami, which was featured in a press release by NSF in April 2014.

Associate Professor Juliet Pinto and Assistant Professor Kate MacMillin, both from the School of Journalism and Mass Communication, will showcase how their documentary on sea level rise in South Florida serves to engage the community.

Supporting Documentation: N/A

Facilitator/Presenter: Rene Price
Juliet Pinto
Kate MacMillin

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