



**FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
FINANCE AND FACILITIES COMMITTEE**

FIU, Modesto A. Maidique Campus, Graham Center Ballrooms

**Thursday, February 13, 2025
10:15 AM**

or

Upon Adjournment of Previous Meeting

Chair: Marc D. Sarnoff

Vice Chair: Dean C. Colson

Members: Alan Gonzalez, Alberto R. Taño, Roger Tovar

AGENDA

- | | |
|---|-----------------|
| 1. Call to Order and Chair's Remarks | Marc D. Sarnoff |
| 2. Approval of Minutes | Marc D. Sarnoff |
| 3. Action Item (<i>Committee Action; Full Board Information Only</i>) | |
| 3.1 Approval of Contracts greater than or equal to \$1,000,000 and less than \$3,000,000: | Aime Martinez |
| 1. EAB Global, Inc | |
| 2. Podium Education, Inc | |
| 4. Discussion Items (<i>No Action Required</i>) | |
| 4.1 Financial Performance Review, Second Quarter 2024-25 | Aime Martinez |
| 4.2 Update on Student Residence Facility Program and Cost at Modesto A. Maidique Campus | Aime Martinez |
| 5. Reports (<i>For Information Only</i>) | |
| 5.1 Athletics | J. Scott Carr |
| 5.2 Business Services | Roger Clegg |
| 5.3 Emergency Management | Amy B. Aiken |
| 5.4 Facilities and Construction | John Cal |
| 5.5 Safety and Environmental Compliance | Amy B. Aiken |

5. Reports *(Continued...)*

5.6 Treasury

Benjamin Jarrell

5.7 Procurement

Crystal Herrera

5.8 CasaCuba Building

Lydia Betancourt Space

5.9 Foundation

Marcel L. Navarro

6. New Business *(If Any)*

Marc D. Sarnoff

7. Concluding Remarks and Adjournment

Marc D. Sarnoff

Meeting Book - 02.13.25 - Finance and Facilities Committee Meeting

1. Call to Order and Chair's Remarks
Marc D. Sarnoff

2. Approval of Minutes
Marc D. Sarnoff

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3. Action Item (Committee Action; Full Board Information Only)

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February 13, 2025

Subject: Approval of Minutes of Meeting held November 21, 2024

Proposed Committee Action:

Approval of Minutes of the Finance and Facilities Committee meeting held on November 21, 2024.

Background Information:

Committee members will review and approve the Minutes of the Finance and Facilities Committee meeting held on November 21, 2024.

Supporting Documentation: Minutes: Finance and Facilities Committee meeting, November 21, 2024

Facilitator/Presenter: Marc D. Sarnoff, *Chair, Finance and Facilities Committee*

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Finance and Facilities Committee
November 21, 2024
FIU, Modesto A. Maidique Campus, Graham Center Ballrooms

MINUTES

1. Call to Order and Chair's Remarks

The Florida International University Board of Trustees' Finance and Facilities Committee meeting was called to order by Committee Chair Marc D. Sarnoff at 9:18 AM on Thursday, November 21, 2024.

General Counsel Carlos B. Castillo conducted roll call of the Finance and Facilities Committee members and verified a quorum. Present were Trustees Marc D. Sarnoff, *Committee Chair*; Dean C. Colson, *Committee Vice Chair*; Alan Gonzalez; Francis A. Hondal; Natasha Lowell; Alberto R. Taño; and Roger Tovar, *Board Chair*.

The following Board members were also in attendance: Trustees Noël C. Barengo, Francesa Casanova, Yaffa Popack, and Gene Prescott.

Committee Chair Sarnoff welcomed all Trustees and members of the University administration.

2. Approval of Minutes

Committee Chair Sarnoff asked if there were any additions or corrections to the minutes of the Finance and Facilities Committee meeting held on September 12, 2024. Hearing none, a motion was made and unanimously passed to approve the minutes of the Finance and Facilities Committee meeting held on September 12, 2024.

3. Action Item (*Committee Action; Full Board Information Only*)

3.1 Approval of Contracts greater than or equal to \$1,000,000 and less than \$3,000,000:

1). Perfect Solutions Consulting Group Inc.; and 2) 4Imprint, Inc.

Senior Vice President for Finance and Administration and Chief Financial Officer Aime Martinez presented for Committee review and approval the contract with Perfect Solutions Consulting Group Inc. She indicated that Perfect Solutions provides executive and multi-level coaching, training, strategic development, leadership retreat and consulting services. She added that the contract with Perfect Solutions was part of a University-wide competitive solicitation completed in 2020 and awarded to seven (7) companies for a three (3) year term plus two (2) one (1) year renewal periods. Sr. VP and CFO Martinez stated that Board of Trustees approval is being requested to cover the second renewal term from February 27, 2024 to February 2025 and an extension term for one (1) additional year through February 2026 if the solicitation has not been completed by the end of the second term. She noted that the University is requesting additional spending authority, estimated at

\$300K, due to anticipated increased need for these services. She pointed out that the total contract spend since 2020 is slightly above \$1M.

There were no questions from the Committee regarding the contract with 4Imprint, Inc.

Pursuant to the Delegations of Authority from the Florida International University Board of Trustees to the University President, as reflected in the Resolution on the President's Powers and Duties approved by the Board of Trustees on March 4, 2019, a motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee (i) approve, as listed and described in the Board materials, the University entering into the contracts, purchase orders, and/or change orders to the purchase orders and (ii) authorize the University President or his designee to execute, on behalf of the University, the aforementioned contracts, purchase orders, and/or change orders.

4. Action Items

FF1. FIU Campus Master Plan Update 2015-2035

Sr. VP and CFO Martinez presented the 2015-2035 FIU Campus Master Plan Update. She commented that the campus master plan is a vision for the University's growth and transformation over the next decade, reflects collective aspirations for FIU's campuses that are more inclusive and vibrant, and creates spaces where students, faculty, and staff can thrive in a connected and inspiring environment. She remarked that the campus master plan reflects both immediate needs and long-term goals and is resources unconstrained. Sr. VP and CFO Martinez stated that the campus master plan shapes the physical and social environment to better serve FIU's constituents while being a responsible member of the broader community. She mentioned that the development of the campus master plan has been a collaborative effort. She indicated that the campus master plan was introduced to the Board of Trustees at its June 15, 2023 meeting and that following said meeting, Board Chair Roger Tovar formed an ad hoc committee to ensure that the Board participated in the development of the plan. She thanked the ad hoc committee's chair, Trustee Natasha Lowell, and the ad hoc committee members, comprised of Trustees, including the student representative on the Board, and administrators. Sr. VP and CFO Martinez noted that the ad hoc committee held five (5) workshops and are recommending the campus master plan that is currently being presented for the Board's review and approval. She added that two rounds of public hearings were held on the Modesto A. Maidique Campus (MMC) and Biscayne Bay Campus (BBC). Sr. VP and CFO Martinez further stated that the campus master plan was also distributed to host and affected local governments and public agencies for formal review and revised to reflect and address relevant comments that were submitted to FIU. She introduced consultant Krisan Osterby of the DLR Group.

Ms. Osterby provided an overview of the major master planning goals, including supporting the University's 2030 strategic plan, developing a sustainable campus environment, developing better options with transportation and access, establishing better connectivity with neighboring communities, meeting enrollment needs for academic and research facilities and for housing, and optimizing development with land use constraints. She highlighted the 2030 strategic plan foundation pillars, namely the FIU experience – student, faculty and staff success, research excellence, and strategic alliances. Ms. Osterby presented the illustrative and land use plans and

three-dimensional diagram for MMC. She commented on areas for future development, such as the continuing expansion of the Academic Health Center, revitalizing the historic core, and continued flexibility for partnerships and development on the perimeter, including housing initiatives. Ms. Osterby indicated that the land use plan does not encompass architectural design but provides the University flexibility going forward when each project is going through specific detailed programming and design to continue to refine the area and how this aligns with the campus master plan as a whole and the campus experience. She remarked on space needs projections. Ms. Osterby presented the illustrative and land use plans and three-dimensional diagram for the Engineering Center (EC). She commented on the opportunity to continue to enhance EC with unfolding programming, such as the Cold Spray Lab and the addition to the Wall of Wind. She presented the illustrative and land use plans and three-dimensional diagram for the BBC. She remarked on investments primarily in communication and environmental programs.

Trustee Noël C. Barengo thanked the ad hoc committee for its work and extended his gratitude to Sr. VP and CFO Martinez and Associate Vice President for Facilities Management, John Cal for presenting the campus master plan to the Faculty Senate. Trustee Barengo noted that the Faculty Senate supports the campus master plan with one exception, which pertains to the proposed location of the aquatic center. He added that the Faculty Senate believes said location will have a significant negative impact on the Stocker Astroscience Center. Trustee Barengo commented that as there is currently neither a project nor funding in place for the aquatic center, the Faculty Senate trusts that future leadership within the University, Faculty Senate and the Board of Trustees will work collaboratively to determine an appropriate location. He stated that the decision should account for future circumstances, and any changes that may arise over time, ensuring the best outcomes for all stakeholders.

Board Chair Tovar conveyed his gratitude to Trustee Lowell for serving as chair of the ad hoc committee and thanked the external consultants who advised the ad hoc committee. He noted that a considerable amount of time, effort, and energy was put into the master planning process. Board Chair Tovar commented that the ad hoc committee unanimously supported the proposed campus master plan. Committee Chair Sarnoff also extended his gratitude to Trustee Lowell. Trustee Francis A. Hondal requested clarification on the Board's approval, specifically whether said approval of the campus master plan would leave the specific location of either a recreational pool or aquatic center to further discussion once a financial plan was in place. In response to Trustee Hondal, Board Chair Tovar stated that while a placeholder is necessary, if the decision is made to move forward with a pool or pools, there will be additional discussion, and the Board of Trustees will have the ability to move it. He added that while the proposed location of the aquatic center does add to the campus, the Board of Trustees is not bound to that location. In response to Trustee Lowell, Ms. Osterby stated that the proposed location for the aquatic center is a multi-purpose site on campus. Board Chair Tovar commented that given the University's limited footprint, decisions may not be ideal for everyone involved.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend Board of Trustees approval of the Florida International University 2015-2035 Campus Master Plan Update.

FF2. Approval of an Increase to the Construction of Foundational Infrastructure on the Engineering Center for the Installation of Wind-Only Physical Design Testbed Equipment, and to Enter into Amendments to an Existing Agreement with Aerolab Research Wind Tunnel, Inc.

Sr. VP and CFO Martinez presented the increase to the construction of foundational infrastructure on EC for the installation of wind-only physical design testbed equipment and to enter into amendments to an existing agreement with Aerolab Research Wind Tunnel, Inc. for Committee review. She noted that at its February 29, 2024 meeting, the Board of Trustees approved the construction of a foundational infrastructure on EC to support the installation of a wind-only physical design testbed, which is part of the Mid-scale RI-1: National Full-Scale Testing Infrastructure for Community Hardening in Extreme Wind, Surge, and Water Events (NICHE). Sr. VP and CFO Martinez indicated that said project is being funded by the National Science Foundation (NSF) who awarded the University \$12.8M. She added that additional budget authority of \$29,000 is being requested for the construction budget and \$126,794 for the Aerolab Research Wind Tunnel Inc. equipment and service contract. She stated that flexibility is also being requested to allow the team to allocate the project contingency of \$242,000, if needed, between the construction component of the project or the Aerolab contract for services and equipment manufacturing. She pointed out that the incremental spend is being fully funded by the grant. Sr. VP and CFO Martinez commented that construction is scheduled to be completed by February 2025, to be followed by testing for six (6) months. She remarked that the University hopes to secure a separate NSF grant worth approximately \$500M for the construction of the full-scale facility. She presented a rendering of the project and recent photo, which reflects that the foundation is near completion. She also presented a rendering of the potential full-scale project, which would be located five (5) miles away from MMC on land owned by the FIU Foundation.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend FIU Board of Trustees (i) approval of an increase to the construction of foundational infrastructure on the Engineering Center to support the installation of wind-only physical design testbed equipment, which is part of the Mid-scale RI-1: National Full-Scale Testing Infrastructure for Community Hardening in Extreme Wind, Surge and Wave Events (NICHE) project funded by a \$12.8 million award from the National Science Foundation; (ii) approval of the amendments to an existing agreement with Aerolab Research Wind Tunnel, Inc., executed on March 20, 2023, as amended on February 13, 2024 and May 10, 2024; (iii) authorization to allocate the remaining contingency, which will not exceed \$242,000, to either the construction component or to the Aerolab Research Wind Tunnel, Inc independent contractor agreement as necessary by the Office of Research and Economic Development without further Board action; and (iv) authorization for the University President or his designee to execute, on behalf of the University, all documents, and take all actions, that may be necessary to effectuate the transactions described herein.

FF3. Updated Procurement Parameters for Construction Managers for Major Construction Projects

Sr. VP and CFO Martinez presented the updated procurement parameters for construction managers (CM) for major construction projects over \$7.5M for Committee review. She added that the Florida statute that governs the acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services was changed and exempted state universities from restrictions

from considering price as part of competitive solicitations. She added that the Florida Board of Governors subsequently updated Regulation 14.008 Competitive Selection and Negotiation, which now allows the Board of Trustees to prescribe the incorporation of price, cost or fees to the evaluation criteria when bidding out jobs. She explained that firms were previously evaluated based on parameters such as qualifications, understanding of the project, and approach, and pricing occurred after a firm was selected.

Sr. VP and CFO Martinez provided an overview of the eight (8) step process FIU proposes in order to incorporate price as a selection parameter for construction managers for major construction projects: 1. establish a baseline fee, which will be set by the President or his designee, based on the nature and need of the project and historical data from past CM projects at FIU, President or designee will then rank weight percentages based on the project needs and nature, incorporate the baseline fee and the weighted percentages in the project public announcement which is listed in the facilities website and the Florida Administrative Register, and receive the submissions from the CMs for distribution to the selection committee; 2. selection committee convenes to review the submittals and subsequently shortlists the top firms based on their qualifications and the firms are notified and invited for interviews and presentations; 3. selection committee convenes to review the CM request for quote (RFQ) submittals and shortlisted CM firms are notified and invited for interviews and presentations; 4. selection committee convenes to hear the presentations by the shortlisted firms and interviews are graded and applicants are ranked by the selection committee following the interviews; 5. during the shortlist presentations, applicants submit their fee proposals in a sealed envelope and after the interview rankings have concluded, the sealed envelopes are opened, and fee proposal discounts are announced; 6. fee proposals are ranked based on the proposed percentage discount off the baseline fee published within the legal advertisement; 7. fee rank points are combined with the interview rank points to determine the final overall ranking and the final selection is based on the firms qualifications and cost proposals; and 8. at the conclusion of the rankings, all selection committee members will sign the final score sheet.

Sr. VP and CFO Martinez stated that the proposed process will meet the objectives set out by the Florida Board of Governors and is believed to provide clarity to the firms when FIU projects are published.

A motion was made and unanimously passed that the FIU Board of Trustees Finance and Facilities Committee recommend FIU Board of Trustees (i) approval of the updated procurement parameters for construction managers for major construction projects, and (ii) authorization for the University President or his designee to execute, on behalf of the University, all documents, and take all actions, that may be necessary to effectuate the competitive selections and negotiations pursuant to said updated parameters.

5. Discussion Items

5.1 Financial Performance Review, First Quarter FY 2024-2025

Sr. VP and CFO Martinez commented that operating revenues were below estimates by \$11.1M or 2.2% and that operating expenses were below estimates by \$21.3M or 5.2% with an overall net favorable variance of \$10.3M. She indicated that total investment earnings for the University and

Direct Support Organizations were \$40.5M or \$29.8M above plan. She commented on the University's and FIU Foundation's returns for the quarter, which were 3.2% and 4.26% respectively. In terms of revenues, Sr. VP and CFO Martinez commented that student financial aid was below expectations, primarily due to the shortfall of \$20.9M in Pell grant awards. She noted that Pell grant budget estimates were based off the Student Aid Index (SAI) modeling tool which is created by the National Association of Student Financial Aid Administrators (NASFAA). Sr. VP and CFO Martinez indicated that the tool had some weaknesses in forecasting as the formula was taking in assets not used in prior years which resulted in a lower number of eligible students. She pointed out that this issue was not isolated to FIU. She stated that the University budgeted awards for 22,287 students and only 19,057 students were eligible for summer and fall 2024. In response to Committee Chair Sarnoff and Trustee Lowell regarding the reason for the overestimation, Provost and Executive Vice President Elizabeth M. Bejar remarked that while the SAI tool forecasted differently, there was no actual impact to the award as the number of students who received Pell grants this year is consistent with the prior year. Sr. VP and CFO Martinez further stated that the overestimation did not have an impact on enrollment as the overall student headcount is up .04% when compared to budget and up .87% when compared to prior year actuals and Full-Time Equivalent (FTE) hours are also up 1.4% when compared to budget and 1% to actuals. She mentioned higher sponsored research revenues, higher student credit hour enrollment, and greater revenues in the Athletics Finance Corp due to the new Pitbull stadium naming rights.

In terms of expenses, Sr. VP and CFO Martinez indicated that the University realized savings of \$21.3M when compared to budget. She noted that Sponsored Research exceeded planned expenditures by \$9.3M and that of the \$9.3M, \$7.4M was driven by higher federal research expenditures and \$2.8M represented higher commitments and investments made from Facilities and Administration (F&A) funds. Sr. VP and CFO Martinez added that the negative variances were offset by savings in financial aid of \$21.6M, vacant positions and lower expenses of \$9M from Education & General (E&G), auxiliaries, and the FIU Foundation. She noted that said savings represented approximately 306 net vacancies of full-time equivalent personnel. In response to Committee Chair Sarnoff, Sr. VP and CFO Martinez and University President Kenneth A. Jessell commented on recruitment challenges relating to the University's location within a high cost of living area and a competitive job market and stated that the University is working diligently to fill vacant positions.

5.2 Review of Operational Audit

Sr. VP and CFO Martinez explained that the Operational Audit is conducted by the Auditor General's Office once every two (2) or three (3) years. She noted that the scope of the current Operational Audit covered calendar year 2023 and evaluated management's performance in establishing and maintaining internal controls, including controls designed to prevent fraud, waste and abuse. Sr. VP and CFO Martinez added that the Auditor General's Office also follows up on prior audit findings and ensures that statutory and fiscal changes recommended by the legislature have been followed. She referred to the Operational Audit, which lists all of the areas that were covered. She indicated that FIU received only one recommendation and it was to enhance procedures to ensure that purchasing cards are promptly canceled upon a cardholder's termination from University employment. Sr. VP and CFO Martinez added that the University did not timely cancel the purchasing cards for 19 employees after the cardholders' last employment date. She

pointed out that no transactions were processed after the employees were no longer employed by the University and there were no fraudulent activities. She commented that the University has strengthened procedures and training in the Controller's Office and communications were forwarded to department heads, supervisors, and human resources liaisons in those departments to make them aware of the need to immediately report when purchasing card holders are no longer with FIU. Sr. VP and CFO Martinez remarked on University-wide communications to all units that have purchasing card holders reminding them of their responsibilities. She thanked the staff within the Auditor General's Office for their efforts to ensure FIU has proper controls in place.

5.3 FIU Direct Support Organizations Financial Audits FY 2023-2024:

- 1. FIU Foundation, Inc.*
- 2. FIU Research Foundation, Inc.*
- 3. FIU Athletics Finance Corporation*
- 4. FIU Health Care Network, Inc.*

Sr. VP and CFO Martinez referred to the agenda materials which includes an executive summary of the financial position and performance for the four (4) entities: the FIU Foundation, Inc., FIU Research Foundation, Inc., FIU Athletics Finance Corporation, and the FIU Health Care Network. She indicated that the audits were completed by James Moore & Co. CPA Tax Accountants and Auditors, and were presented to and approved by the respective boards in October 2024. She reported that all of the audits received an "Unmodified Opinion" meaning the financial statements presented fairly, in all material respects, the financial positions of the entities as of June 30, 2024. Sr. VP and CFO Martinez added that the auditors did not identify any weaknesses in internal controls that they considered material and there were no instances of non-compliance or other matters identified that are required to be reported under Government Auditing Standards. She commented that when combined, all of the entities' assets totaled \$528.7M, with the FIU Foundation being the largest representing \$483.8M. She pointed out that there were \$38.6M in total liabilities, of which \$22M related to the football stadium bonds and the associated derivative liability. Sr. VP and CFO Martinez indicated that revenues totaled \$103.9M and expenses were \$71.3M with a net favorable position of \$485.4M. She mentioned that the increase in the net position of the FIU Health Care Network was due to the affiliation agreement with Baptist Health South Florida.

6. Reports

There were no questions from the Committee members in terms of the reports included as part of the agenda materials: Athletics; Business Services; Emergency Management; Facilities and Construction; Safety and Environmental Compliance; Treasury; Procurement; CasaCuba Building; and Foundation. Committee Chair Sarnoff pointed out that, as required by section 1001.741 subsection 4 of the Florida statutes, the reports section of the Committee's agenda includes a summary of the report to the Board of Trustees presented by the University President. Committee Chair Sarnoff added that said report contains the results of the performance evaluations and associated annual salaries for all FIU evaluated academic and administrative personnel earning an annual salary of \$200K or more. Committee Chair Sarnoff noted that the Florida Board of Governors requested that FIU's 2024-25 Fixed Capital Outlay Plan be amended to include the addition of \$182.2M in housing bonds, which was previously approved in February 2024. He indicated that other non-substantive changes included grammatical revisions, and adding the full

name of the funding sources. He stated that FIU's amended 2024-25 Fixed Capital Outlay Plan was also included as part of the reports section of the Committee's agenda.

7. New Business

No new business was raised.

8. Concluding Remarks and Adjournment

With no other business, Finance and Facilities Committee Chair Marc D. Sarnoff adjourned the meeting of the Florida International University Board of Trustees Finance and Facilities Committee on Thursday, November 21, 2024 at 10:11 AM.



February 13, 2025

Subject: Approval of Contracts greater than or equal to \$1,000,000 and less than \$3,000,000:

1. *Contract #PUR-06200, Supplier: EAB Global Inc.*
2. *Contract #PUR-08378, Supplier: Podium Education Inc.*

Proposed Action:

Pursuant to the Delegations of Authority from the Florida International University Board of Trustees to the University President, as reflected in the Resolution on the President's Powers and Duties approved by the Board of Trustees on March 4, 2019, (i) approve, as listed and described below, the University entering into the contracts and purchase orders and/or change orders to the purchase orders and (ii) authorize the University President or his designee to execute, on behalf of the University, the aforementioned contracts, purchase orders, and/or change orders.

Background Information:

1) Contract PUR-06200 Renewal of Comprehensive Research Membership with EAB Global Inc. This contract is being requested by the Office of the Provost. EAB's Research Comprehensive membership provides colleges and universities with access to research forums, strategic insights, decision tools, innovative working sessions, and strategic advice based on research of member institutions to set and refine the following areas:

- Strategy and Strategic Planning
- Administration, Finance, and Operations
- Enrollment Management
- People and Workplace Culture
- Student Experience and Well-Being
- Professional and Adult Education
- IT Strategy
- Advancement
- Academic Planning
- Economic and Social Impact

Procurement method Exception under BOG Regulation 18.001(6)(d)(17) – Purchases from an Annual Certification List developed by each university. FIU's Annual Certification for Sole Source/Exceptional Purchases Category 7: *Memberships that are essential to the duties and responsibilities of the University, and any supporting services that are available from such memberships.*

- **Term**
 - **Initial Term:** December 31, 2022 – December 30, 2024
 - **Renewal Term:** December 31, 2024 – December 30, 2027

- **Cost:** \$1,519,383 (Including Initial Term)
- **Funding Source:** Auxiliary 331

Supporting Documentation: Contract Summary Page
Membership Order Form – Initial Term
Membership Order Form – August 26, 2024
Membership Order Form – Renewal
FIU Program Scope
Funding Certification Form

Facilitator/Presenter: Aime Martinez

Background Information:

2) Contract PUR-08378 with Podium Education Inc. FIU Global and the Office of Education Abroad (OEA) are requesting this contract to provide student access to the Global Career Accelerator Program (GCAP) offered by Podium Education. GCAP is a for-credit, online program that equips college students with in-demand skills, real-world experience, and a pathway to a successful career. Students gain hands-on experience with prominent industry tools while completing projects for brand partners like Charity: Water, Publicis Sapien, Intel, and The Grammys. The program integrates career preparation with soft skill development in communication, collaboration, and industry-leading intercultural competency training. They may also complete badges as part of participation. In addition, they work to complete projects within groups with students from all over the world. FIU Global and OEA became interested in this aspect. Fewer than half of college students, even fewer first-generation students, participate in impactful internships and/or study abroad. FIU Global researched the success of the program at other universities, such as USF, FAU, and ASU, and found that students that would not have an international opportunity benefited from this program and were highly recommended. The GCAP includes Global LiveLabs; Live work simulations that prepare them for complex professional situations; strategies and scenarios to more effectively learn intercultural communication, and the opportunity to earn an Intercultural Specialist Badge upon completion. The course is pass/fail and FIU Global provides an instructor of record to follow student progress. Students pay tuition for the credits and are charged a fee of \$1,600 to participate. Podium is paid from the fee collected in an auxiliary account created for the program.

Procurement Method: Exception under BOG Regulation 18.001 (6)(d)(10) – Training and education services.

- **Term:** May 03, 2024 – May 02, 2029

- **Cost:** Current cost since inception is \$336,600. We project if we sustain enrollment over five (5) years total amount could reach \$2.4 million.
- **Funding Source:** Continuing Education 335

Supporting Documentation: Contract Summary Page
Contract PUR-08378
Fall 2024 Podium Report
Funding Certification Form

Facilitator/Presenter: Aime Martinez

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Contract #PUR-06200 EAB Global Inc.

Supplier: EAB GLOBAL INC

Supplier Contact: Hillary Sedlak

Title: Senior Director, Research Account Management

Phone Number: (202) 747-1067

Email: HSedlak@eab.com

Initial Term

December 31, 2022 through December 30, 2024 (Two [2] years)

Renewal Options

Three-year renewal, with a 3% price increase each year.

General Scope of Work

EAB's Research Comprehensive membership provides colleges and universities with access to research forums, strategic insights, decision tools, innovative working sessions, and strategic advice based on research of member institutions to set and refine the following areas:

- Strategy and Strategic Planning
- Administration, Finance, and Operations
- Enrollment Management
- People and Workplace Culture
- Student Experience and Well-Being
- Professional and Adult Education
- IT Strategy
- Advancement
- Academic Planning
- Economic and Social Impact

Renewal Pricing

Year 1 December 31, 2024 – December 30, 2025	\$303,752.01
Year 2 December 31, 2025 – December 30, 2026	\$312,594.57
Year 3 December 31, 2026 – December 30, 2027	\$321,702.41

Insurance Requirement

No Insurance Requirement

Termination

Vendor agrees and understands that from the first anniversary of the start date of the Program Term, the financial obligations of FIU to continue hereunder are conditioned upon the appropriation of funds on an annual basis, which is not controlled by the FIU. In the event that the entities controlling such funding fail to appropriate requested funds and FIU has determined, in FIU's sole discretion, that there are insufficient funds available to cover FIU's obligation for the upcoming Year under this Program Order Form, FIU shall have the right to terminate this Program Order Form for the upcoming Year without damage, penalty, cost, or further obligation, provided: (i)FIU has notified Vendor in writing of its intention to exercise such option at least 60 days in advance of such anniversary of the start date of the Program Term; and (ii)FIU has provided sufficient documentation of such decrease in appropriation of funds.

Department Contact Information

Name and Department: Joseph Camps – Office of the Provost Planning & Finance

Phone: 305-348-2378

Email: jcamp@fiu.edu

Purchasing Contact

Name: Jacob Zade

Phone: (305) 348-4320

Email: ypinasza@fiu.edu



EAB Global, Inc.
2445 M Street NW
Washington, DC 20037

Membership Order Form

Member: Florida International University

Attn: Kenneth Jessell
11200 SW 8 Street
Miami, FL 33199-0001

Date: 11/8/2022

Membership and Membership Fees:

Member will have access to the Membership services set forth below (the "Services"), which are as described in greater detail in each applicable Membership Scope available here:

Research - <https://scopes.eab.com/research>

During the Membership Term, the Services will be delivered in all material respects as described in each applicable Membership Scope.

Membership(s) Term: December 31, 2022 - December 30, 2023	Quantity	Fees
Comprehensive Research Partnership		\$ 286,167.00
Administrative & Travel Fee		\$ 4,500.00
Total		\$ 290,667.00

Membership(s) Term: December 31, 2023 - December 30, 2024	Quantity	Fees
Comprehensive Research Partnership		\$ 286,167.00
Administrative & Travel Fee		\$ 4,500.00
Total		\$ 290,667.00

The fees offered in this Membership Order Form are based on the Membership(s) above and any other existing Memberships you may have purchased from us. In the event you terminate or discontinue any Membership, including any Membership in this Membership Order Form, prior to the expiration of its Membership Term, the Fees may be subject to increase. Any Fees, unless denoted as one-time, reflect the annual price for each year of the Membership Term or any portion thereof (each, a "Year").

This Membership Order Form is made pursuant to the Master Agreement dated as of 3/24/2022, which along with the applicable scopes of services for the Membership, that are incorporated herein by reference, form the entire agreement between the parties with respect to the Memberships (and together with any other applicable agreements or supplements, the "Agreement"). With respect to this Membership Order Form and Agreement, references to "Organization" shall mean "Member."

Invoicing:

Services will commence at the designated Start Date of the Membership Term. EAB will invoice Member in advance of Services and payment is due within 30 days of the invoice date. Any One-Time Fees will be invoiced at 100% with The Membership Fees on the initial invoice of each Year of this agreement as outlined below.

All Membership Fees for the first Year will be billed and due within 30 days of the signature of this Agreement or Start Date, whichever is later. In subsequent years, All Membership Fees will be billed and due on or before the start of each Year.


Each party represents and warrants to the other that the individual signing below on its behalf is authorized to enter into this Agreement and bind such party. The parties agree and acknowledge that any purchase order or other document subsequently provided by Member with respect to the Membership(s) above that contain additional, conflicting, or different term and condition or otherwise would amend, modify, or supplement this Agreement are unenforceable and shall be deemed null and void.

[SIGNATURE PAGE FOLLOWS]


PROPOSAL | Q-165493

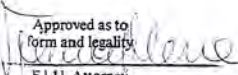
Please sign this Membership Order Form and return it to Lizzy Rees lrees@eab.com to initiate your participation in the Membership(s) no later than 11/11/2022 (after which fees and terms set forth above are subject to change).

EAB Global, Inc.:

Signature:  DocuSigned by:
Alyssa Franklin
75424278025448
Name: Alyssa Franklin
Title: Vice President
Date: 11/30/2022

Florida International University Board of Trustees:

Signature:  DocuSigned by:
Elizabeth Bejar
75424278025448
Name: Elizabeth Bejar
Title: Interim Provost
Date: 12/21/2022


Approved as to
form and legality
F.I.U. Attorney

Date: 11-30-22



EAB Global, Inc.
 2445 M Street NW
 Washington, DC 20037

Program Order Form - Renewal

Organization: Florida International University
 Attn: Elizabeth Bejar
 11200 SW 8th St
 Primera Casa 526
 Miami, FL 33199

Date: 8/26/2024

Program and Program Fees:

Organization will have access to the Program services set forth below (the “Services”), which are as described in greater detail in each applicable Program Scope available here:

Research - <https://scopes.eab.com/research>

During the Program Term, the Services will be delivered in all material respects as described in each applicable Program Scope.

Program Term: December 31, 2024 - December 30, 2025	Quantity	Fees	
Strategic Advisory Services - Comprehensive		USD	294,752.01
Administrative & Travel Fee		USD	9,000.00
Total		USD	303,752.01

Program Term: December 31, 2025 - December 30, 2026	Quantity	Fees	
Strategic Advisory Services - Comprehensive		USD	303,594.57
Administrative & Travel Fee		USD	9,000.00
Total		USD	312,594.57

Program Term: December 31, 2026 - December 30, 2027	Quantity	Fees	
Strategic Advisory Services - Comprehensive		USD	312,702.41
Administrative & Travel Fee		USD	9,000.00
Total		USD	321,702.41

The fees offered in this Program Order Form are based on the Program(s) above and any other existing Programs you may have purchased from us. In the event you terminate or discontinue any Program, including any Program in this Program Order Form, prior to the expiration of its Program Term, the Fees may be subject to increase. Any Fees, unless denoted as one-time, reflect the annual price for each year of the Program Term or any portion thereof (each, a “Year”).

This Program Order Form is made pursuant to the Master Agreement dated as of 3/24/2022, which along with the applicable Program Scope which are incorporated herein by reference, form the entire agreement between the parties with respect to the Programs (and together with any other applicable agreements or supplements, the “Agreement”).

Invoicing:

Services will commence on the initial date of the first Program Term (the "Start Date"). EAB will invoice Organization in advance of Services and payment is due within 30 days of the invoice date. Any One-Time Fees will be invoiced at 100% with the Program Fees on the initial invoice of each Year of this Agreement as outlined below.

All Program Fees for the first Year will be billed and due within 30 days of the signature of this Agreement or Start Date, whichever is later. In subsequent years, all Program Fees will be billed and due on or before the start of each Year.

Additional Terms:

Organization may elect to discontinue the Program(s) effective 12/30/2027 (the "Early Termination Date") by providing written notice of its intent to terminate the Program(s) no less than 90 days prior to the Early Termination Date, in which case the Program(s) will cease on the Early Termination Date and Organization will not owe any fees for the period after the Early Termination Date. If you do not provide such written notification, the Program(s) will continue in accordance with the terms of this Program Order Form.

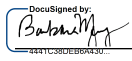
Each party represents and warrants to the other that the individual signing below on its behalf is authorized to enter into this Agreement and bind such party. The parties agree and acknowledge that any purchase order or other document subsequently provided by Organization with respect to the Programs above that contain additional, conflicting, or different term and condition or otherwise would amend, modify, or supplement this Agreement are unenforceable and shall be deemed null and void.

Please sign this Program Order Form and return it to Hillary Sedlak hsedlak@eab.com to initiate your participation in the Program(s) **no later than 9/23/2024** (after which fees and terms set forth above are subject to change).

EAB Global, Inc.:

Signature: *Alyssa M. Franklin*
Name: Alyssa Franklin
Title: Executive Director
Date: 8/26/2024

Florida International University:

Signature: 
Name: Barbara Manzano
Title: Associate Vice President
Date: 9/23/2024

OPTIONAL FOR BILLING PURPOSES ONLY

Invoices should be sent by EAB to this Email Address: _____
Billing Contact Name: _____
Billing Contact Email Address: _____
Billing Contact Phone: _____
Purchase Order No. (if applicable): _____



EAB Global, Inc.
2445 M Street NW
Washington, DC 20037

**Amended and Restated
Membership Order Form -
Renewal**

Organization: Florida International University
Attn: Elizabeth Bejar
11200 SW 8th St
Primera Casa 526
Miami, FL 33199

Date: 12/13/2024

For avoidance of doubt, the parties hereby agree that this Amended and Restated Membership Order Form - Renewal (this "A&R MOF") is intended to amend, restate, and supersede the agreement between the parties dated August 26, 2024 (the "Original Agreement") in its entirety as of the execution of this A&R MOF.

Membership and Membership Fees:

Organization will have access to the Membership services set forth below (the "Services"), which are as described in greater detail in each applicable Membership Scope available here:

Research - <https://scopes.eab.com/research>

During the Membership Term, the Services will be delivered in all material respects as described in each applicable Membership Scope.

Membership Term: December 31, 2024 - December 30, 2025	Quantity	Fees
Comprehensive Research Partnership		USD 294,752.01
Administrative & Travel Fee		USD 9,000.00
Total		USD 303,752.01

Membership Term: December 31, 2025 - December 30, 2026	Quantity	Fees
Comprehensive Research Partnership		USD 303,594.57
Administrative & Travel Fee		USD 9,000.00
Total		USD 312,594.57

Membership Term: December 31, 2026 - December 30, 2027	Quantity	Fees
Comprehensive Research Partnership		USD 312,702.41
Administrative & Travel Fee		USD 9,000.00
Total		USD 321,702.41

The fees offered in this A&R MOF are based on the Membership(s) above and any other existing Memberships you may have purchased from us. In the event you terminate or discontinue any Membership, including any Membership in this A&R MOF, prior to the expiration of its Membership Term, the Fees may be subject to increase. Any Fees, unless denoted as one-time, reflect the annual price for each year of the Membership Term or any portion thereof (each, a "Year").

This A&R MOF is made pursuant to the Master Agreement dated as of 3/24/2022, which along with the applicable Membership Scope which are incorporated herein by reference, form the entire agreement between the parties with respect to the Memberships (and together with any other applicable agreements or supplements, the "Agreement").

Invoicing:

Services will commence on the initial date of the first Membership Term (the "Start Date"). EAB will invoice Organization in advance of Services and payment is due within 30 days of the invoice date. Any One-Time Fees will be invoiced at 100% with the Membership Fees on the initial invoice of each Year of this Agreement as outlined below.

All Membership Fees for the first Year will be billed on or around February 15th, 2025, and due within 30 days of receipt of invoice. In subsequent years, all Membership Fees will be billed and due on or before the start of each Year.

Additional Terms:

Organization may elect to discontinue the Membership(s) effective 12/30/2027 (the "Early Termination Date") by providing written notice of its intent to terminate the Membership(s) no less than 90 days prior to the Early Termination Date, in which case the Membership(s) will cease on the Early Termination Date and Organization will not owe any fees for the period after the Early Termination Date. If you do not provide such written notification, the Membership(s) will continue in accordance with the terms of this A&R MOF.

Vendor agrees and understands that from the first anniversary of the start date of the Program Term, the financial obligations of FIU to continue hereunder are conditioned upon the appropriation of funds on an annual basis, which is not controlled by the FIU. In the event that the entities controlling such funding fail to appropriate requested funds and FIU has determined, in FIU's sole discretion, that there are insufficient funds available to cover FIU's obligation for the upcoming Year under this Program Order Form, FIU shall have the right to terminate this Program Order Form for the upcoming Year without damage, penalty, cost, or further obligation, provided: (i) FIU has notified Vendor in writing of its intention to exercise such option at least 60 days in advance of such anniversary of the start date of the Program Term; and ii) FIU has provided sufficient documentation of such decrease in appropriation of funds

Each party represents and warrants to the other that the individual signing below on its behalf is authorized to enter into this Agreement and bind such party. The parties agree and acknowledge that any purchase order or other document subsequently provided by Organization with respect to the Memberships above that contain additional, conflicting, or different term and condition or otherwise would amend, modify, or supplement this Agreement are unenforceable and shall be deemed null and void.

Please sign this A&R MOF and return it to Hillary Sedlak hsedlak@eab.com to initiate your participation in the Membership(s) **no later than 2/16/2025** (after which fees and terms set forth above are subject to change).

EAB Global, Inc.:

Signature: *Alyssa M. Franklin*
Name: Alyssa Franklin
Title: Executive Director
Date: 2/5/2025

Board of Trustees

Florida International University:

Signature: _____
Name: _____
Title: _____
Date: _____

OPTIONAL FOR BILLING PURPOSES ONLY

Invoices should be sent by EAB to this Email Address: _____
Billing Contact Name: _____
Billing Contact Email Address: _____
Billing Contact Phone: _____
Purchase Order No. (if applicable): _____

Approved as to
form and legality
H. Sedlak
F.I.U. Attorney

Date: 2-5-2025



Program Scope—EAB Research Comprehensive Partnership

Below is a description of all the services comprising EAB’s Research Comprehensive Partnership (the “Program”). Your Program Order Form sets forth those specific services to which you have subscribed which may include some or all these services.

Through the Program, EAB provides universities with full access to EAB’s research insights, collaborative support for senior campus leaders, and professional development and engagement opportunities for campus staff.

A. EAB Research Forums and Services available through the Partnership

The Comprehensive Partnership includes full access to the following EAB Research Forums and Services:

- *Higher Education Transformation Agenda*: Provides Organizations with strategic insights and decision tools within four signature terrains: Blueprint for Growth; Diversity, Equity, Inclusion, and Justice; Business Model Transformation; Future of Work and Learning
- *Institutional Strategy and Future Visioning*: Provides **Presidents and the president’s executive cabinet** with innovative working sessions and strategic advice to set and refine institutional strategy, including annual higher education State of the Union, differentiation exercises to assess positioning, portfolio offerings, and growth options, cabinet decision-making exercises, organizational alignment services, and long-range planning support.
- *Academic Strategy*: Provides Organizations with strategic insights and decision tools to support the teaching, learning, and research enterprises. Terrains include curricular and program innovation, experiential learning and postgraduation success, research administration, program and portfolio management, and faculty development.
- *Enrollment Management*: Provides Organization with strategic insights and decision tools to support enrollment management and revenue growth. Terrains include enrollment trends, pricing and aid strategies, marketing and recruiting, and growth strategy.
- *Business and Administration* Provides Organizations with strategic insights and decision tools to support financial sustainability and strategic investment. Terrains include revenue growth, administrative efficiency, and cost management.
- *Student Experience and Success*: Provides Organizations with strategic insights and decisions tools across the full student lifecycle. Terrains include campus climate and culture, student success and experience, mental health and wellbeing, diversity, equity, inclusion, and justice initiatives, and career development.
- *Advancement Forum*: Helps subscribing organizations sift through the noise of great ideas and speed time to implementation of proven alumni and fundraising best practice with research on attracting and retaining top fundraising talent, engaging alumni, and ultimately increasing philanthropic revenue.

- IT Forum: Provides Chief Information Officers best practices around managing IT costs and infrastructure, security, talent management, and enabling data-driven decision making across the Organization.
- Professional and Adult Education Forum: Supports institutions in designing, positioning, and delivering innovative offerings for adult learners and working professional students. Research informs strategic growth by pairing real-time labor market intelligence and actionable program planning advice with organizational design support, tools, and resources to execute against marketing, recruiting, and student service priorities.
- Facilities Forum: Provides best practices around improving operations and maintenance, managing space across campus, talent management, and planning for future space needs to the extent Organization is currently enrolled in the Facilities Forum.
- University Research Forum: Provides innovative solutions to strategy and management challenges across the research enterprise, including prioritizing strategic growth areas, communicating needs and values to campus stakeholders, and better aligning long-term planning with research funding realities to the extent Organization is currently enrolled in the University Research Forum.

B. Partnership Services

A Comprehensive Research Partnership provides organizations with access to the following services:

- Strategic Leader—Senior member of EAB staff who will serve as primary point of contact and will facilitate service utilization and dissemination of the research services and resources outlined below.
- Executive Roundtables—Sessions designed for EAB staff to present the major research findings, facilitate discussion amongst senior-most campus executives on how to introduce these ideas to their own organizations, and to allow networking among peers. Held several times throughout the year at multiple locations.
- Virtual Leadership Summits—Open to members of the broader academic and administrative leadership teams to engage with EAB research and content and to network with peers.
- Access to EAB Experts—EAB research staff is available for telephone and videoconference consultations on the terrains covered in our reports, providing hands-on support for diagnosis, implementation, and troubleshooting. Researcher time is subject to **availability during EAB’s regular business hours** at no additional cost.
- Best Practice Research—Comprehensive studies containing innovative practices and strategies, implementation road maps and advice. Organization employees have unlimited access to all best practice research from the Forums outlined above, available in multiple formats.
- Forecasting, Planning, and Decision Tools—Data and forecasting tools to inform strategic and operational planning, future visioning workshops, plan design templates, metrics selection workshops, and advisory services to help Organization set near-term and long-range plans, communicate vision and priorities, and communicate and cascade accountability and action throughout the Organization.
- Diagnostic and Implementation Resources—An assortment of tools and resources that allow organizations to assess their own performance gaps, identify target areas for improvement, and support installation of best practices identified through Forum research. Examples include, but are not limited to, worksheets, case profiles, corresponding benchmarks, and discussion guides.
- Collaboratives—Cohort-based virtual experiences facilitated by EAB staff to help Organizations to adopt best practice recommendations. Organizations are asked to identify a campus Implementation Leader to participate in each Collaborative. Collaboratives may include interactive webinars, decision tools, and implementation toolkits summarizing guidance.
- Partner Intensives—Organization may invite EAB research staff to present insights or facilitate interactive sessions on a particular topic or terrain to the campus audience of your choosing up to six

times per Year. Session is delivered virtually or in person dependent on Organization's needs and EAB staff availability. EAB requests that the two (2) Partner Intensive include members of the **Organization's cabinet or senior leadership team.**

- **Market Insights**—Market demand briefs and real-time labor market intelligence to inform portfolio and program planning. Organization facilities have access to a library of curated market demand briefs and State and Regional Labor Market Demand Profiles. Organization may request custom cuts of labor market data across the Program Term, though EAB requires in most instances that Organization allow us to complete an analysis before assigning the next.
- **Strategic Initiative Support**—Help advance institution-wide strategic plans or targeted, campus-wide strategic initiatives across conceptualization and execution process. Support includes initial scoping consultation, competitive landscape overview, diagnostic tools, case studies, implementation roadmaps, and quarterly initiative check-ins.
- **EAB Online Research Portal**—Dedicated website (www.eab.com) for Organization facilities, providing full online access to all research and implementation resources. Through the website, **Organization employees may subscribe to EAB's "Daily Briefing" and topical newsletters.**

C. Additional Partnership Services

In addition, Organization will also receive the following additional services in recognition of their participation in the Comprehensive Research Partnership.

- **Annual Partner Planning Session**—Once each Year, a senior EAB staff will meet with the cabinet or key senior leaders for a working session to identify Organization's major strategic and operational priorities for the year and develop a plan for how EAB will support those efforts.
- **Executive Partner Strategy Retreat**—Up to once a Year, EAB is available to host Organization senior leaders for one day or two half-days in EAB's office for a facilitated working session(s) with subject matter experts on Organization's top strategic priorities.
- **Presidential Experience Lab**—Up to twice annually, senior EAB staff host sessions designed for presidents and chancellors to engage with peers and cross-industry leaders to examine trends and explore the relevance of out-of-sector practice and strategy to the challenges facing higher education.
- **360-Degree Strategy Assessment**—Up to once during the Program Term (and no more than once every five years), EAB staff will conduct a daylong campus "listening tour", completing interviews with campus leaders one-on-one and in small groups, synthesizing recommendations for key initiatives or strategic plans, along with next steps for EAB support.
- **EAB Fellowship Program**—Organization may nominate two "EAB Fellows" (Organization employees currently holding a dean or associate vice provost/president level role or above) for customized professional learning plan, matching interest areas to EAB resources and events across a two-year period.
- **K-12 and Community College Research**—EAB will provide access to research materials and content produced from EAB's K-12 and community college (2-year) research programs to help universities better understand related educational market forces likely to impact future university recruitment and persistence.

D. Organization Responsibilities

Organization agrees to:

- **Schedule and hold a "Welcome Call" with key campus executive(s) and EAB's Strategic Leader within the first 60 days of the Program Term to orient Organization to the Partnership, identify key users, and outline next service steps.**

- Select a **member of the president’s cabinet to serve as Executive Sponsor for the partnership.**
- **Schedule an “Annual Partner Planning Session” with the Executive Sponsor and other key campus executive(s)** within the first 90 days of the Program Term, and in each subsequent Year thereafter, to discuss institutional and strategic priorities and the Partnership service plan.
- Provide Strategic Leader and senior EAB research staff access to strategic plan, initiatives, working groups, and other information and documents upon request to help inform service plan and enable service delivery.
- **Arrange for at least one (1) Partner Intensive each Year to include the Organization’s Cabinet or senior leadership team.**
- Arrange for campus leader attendance at a minimum of five (5) Executive Roundtables or Leadership Summits each Year.

Program Scope—Strategic Advisory Services for Small Private and Public Comprehensive Institutions

Below is a comprehensive description of all the services comprising EAB’s Strategic Advisory Services program (the “Program”). Your Program Order Form sets forth those specific services to which you have subscribed which may include some or all these services.

Combining the depth of our dedicated focus on Organization’s top concerns with the breadth of EAB insight on broader higher education priorities, the Program is uniquely positioned to serve small colleges and universities with best practice research, implementation guidance, and national peer forums.

A. EAB Research Resources Available Through the Partnership

The Strategic Advisory Services for Small Private and Public Comprehensive Institutions includes access to EAB research, decision tools, and support services in the following areas as applicable to the Organization’s strategic priorities:

- Higher Education Transformation Agenda: Provides Organizations with strategic insights and decision tools within four signature terrains: Blueprint for Growth; Diversity, Equity, Inclusion, and Justice; Business Model Transformation; Future of Work and Learning
- Institutional Strategy and Future Visioning: **Provides Presidents and the president’s executive cabinet** with innovative working sessions and strategic advice to set and refine institutional strategy, including annual higher education State of the Union, differentiation exercises to assess positioning, portfolio offerings, and growth options, cabinet decision-making exercises, organizational alignment services, and long-range planning support.
- Academic Strategy: Provides Organizations with strategic insights and decision tools to support the teaching, learning, and research enterprises. Terrains include curricular and program innovation, experiential learning and postgraduation success, research administration, program and portfolio management, and faculty development.
- Enrollment Management: Provides Organization with strategic insights and decision tools to support enrollment management and revenue growth. Terrains include enrollment trends, pricing and aid strategies, marketing and recruiting, and growth strategy.
- Business and Administration Provides Organizations with strategic insights and decision tools to support financial sustainability and strategic investment. Terrains include revenue growth, administrative efficiency, and cost management.
- Student Experience and Success: Provides Organizations with strategic insights and decisions tools across the full student lifecycle. Terrains include campus climate and culture, student success and experience, mental health and wellbeing, diversity, equity, inclusion, and justice initiatives, and career development.
- Advancement: Helps subscribing organizations sift through the noise of great ideas and speed time to implementation of proven alumni and fundraising best practice with research on attracting and retaining top fundraising talent, engaging alumni, and ultimately increasing philanthropic revenue.
- Information Technology: Provides Chief Information Officers best practices around managing IT costs and infrastructure, security, talent management, and enabling data-driven decision making across the facility.
- Professional and Adult Education: Supports institutions in designing, positioning, and delivering innovative offerings for adult learners and working professional students. Research informs strategic growth by pairing real-time labor market intelligence and actionable program planning advice with organizational design support, tools, and resources to execute against marketing, recruiting, and student service priorities.

- K-12 and Community College Research: EAB will provide access to research materials and **content produced from EAB’s K-12** and community college (2-year) research programs to help universities better understand related educational market forces likely to impact future university recruitment and persistence.

B. Partnership Services

Strategic Advisory Services for Regional Institutions provides Organization’s senior leadership access to the services listed below:

- Strategic Leader—Senior member of EAB staff who will serve as primary point of contact and will facilitate service utilization and dissemination of the research services and resources outlined below.
- Executive Roundtables—Sessions designed for EAB staff to present the major research finding, facilitate discussion amongst the senior-most campus executives on how to introduce these ideas to their own organizations, and to allow networking among peers. Held several times throughout each Year at multiple locations.
- Virtual Leadership Summits—Open to members of the broader academic and administrative leadership teams to engage with EAB research and content and to network with peers.
- Access to EAB Experts—EAB research staff is available for unlimited telephone consultations on the terrains covered in our reports, providing hands-on support for implementation and troubleshooting. Researcher time is available at no additional cost.
- Best Practice Research—Comprehensive reports containing innovative practices and strategies, implementation road maps and advice. Organization facilities have unlimited access to all Best Practice studies across the research terrains outlined below.
- Forecasting, Planning, and Decision Tools—Data and forecasting tools to inform strategic and operational planning, future visioning workshops, plan design templates, metrics selection workshops, and advisory services to help Organization set near-term and long-range plans, communicate vision and priorities, and communicate and cascade accountability and action throughout the Organization.
- Diagnostic and Implementation Resources—An assortment of decision tools, data, and maturity models that allow organizations to assess their own performance gaps, identify target areas for improvement, and support installation of best practices identified through EAB Research. Examples include, but are not limited to, benchmarks, discussion guides, and practice implementation workbooks.
- Collaboratives—Cohort-based virtual experiences facilitated by EAB staff to help Organizations to adopt best practice recommendations. Organizations are asked to identify a campus Implementation Leader to participate in each Collaborative. Collaboratives may include interactive webinars, decision tools, and implementation toolkits summarizing guidance.
- Partner Intensives—Interactive sessions hosted by EAB research staff to present research or facilitate discussion on a particular topic or terrain to the campus audience of your choosing up to four times per Year. Sessions are delivered virtually or in person dependent on Organization needs and staff availability. EAB requests that at least one (1) presentation include members of the **Organization’s cabinet or senior leadership team.**
- Market Insights—Market demand briefs and real-time labor market intelligence to inform portfolio and program planning. Organization facilities have access to a library of curated market demand briefs and State and Regional Labor Market Demand Profiles. Organization may request custom cuts of labor market data across the Program Term, though EAB requires in most instances that Organization allow us to complete an analysis before assigning the next.

- **Strategic Initiative Support**—Help advance institution-wide strategic plans or targeted, campus-wide strategic initiatives across conceptualization and execution process. Support includes diagnostic tools, case studies, and implementation roadmaps.
- **EAB Online Research Portal**—Dedicated website (www.eab.com) for Organization facilities, providing full online access to all research and implementation resources. Through the website, **Organization employees may subscribe to EAB’s “Daily Briefing” and topical newsletters.**
- **Annual Partner Planning Session**—Once each Year, a senior EAB staff will meet with the cabinet **or key senior leaders for a working session to identify Organization’s major strategic and operational priorities** for the year and develop a plan for how EAB will support those efforts.
- **Executive Partner Strategy Retreat**—EAB will provide Organization one (1) gratis Partner Strategy Retreat during Year 1 of the Program Term for the Organization’s executive team to take place in either EAB’s office in Washington, D.C. or onsite at the Organization’s facilities at Organization’s request. The Retreat must be scheduled at least three (3) months in advance.
- **Presidential Experience Lab**—Up to twice annually, senior EAB staff host sessions designed for presidents and chancellors to engage with peers and cross-industry leaders to examine trends and explore the relevance of out-of-sector practice and strategy to the challenges facing higher education.

C. Organization Responsibilities

Organization agrees to:

- **Schedule and hold a “Welcome Call” with key campus executive(s) and EAB’s Strategic Leader** within the first 60 days of the Program Term to orient Organization to the Program, identify key Program users, and outline next service steps.
- **Select a member of the president’s cabinet to serve as Executive Sponsor for the partnership.**
- **Schedule an “Annual Partner Planning Session” with the Executive Sponsor and additional key campus executive(s)** within the first 90 days of the Program Term, and in each subsequent Year thereafter, to discuss institutional and strategic priorities and the Partnership service plan.
- Provide Strategic Leader and senior EAB research staff access to strategic plan, initiatives, working groups, and other information and documents upon request to help inform service plan and enable service delivery.
- **Arrange for at least one (1) Partner Intensive each Year to include the Organization’s Cabinet or senior leadership team.**
- Arrange for campus leader attendance at a minimum of three (3) Executive Roundtables or Leadership Summits each Year.

Program Scope—Strategic Advisory Services – Single Initiative

Below is a description of all the services comprising EAB’s Strategic Advisory Services – Single Initiative program (the “Program”). Your Program Order Form sets forth those specific services to which you have subscribed which may include some or all these services.

Through the Program, EAB provides Organizations with access to research and insights, advisory support for senior campus leaders, and professional development and engagement opportunities for campus staff.

A. Research Available Through the Partnership

The Partnership includes access to EAB Research and Insights in the following areas as applicable to the Organization’s strategic priorities:

- Higher Education Transformation Agenda: Provides Organizations with strategic insights and decision tools within four signature terrains: Blueprint for Growth; Diversity, Equity, Inclusion, and Justice; Business Model Transformation; Future of Work and Learning
- Institutional Strategy and Future Visioning: **Provides Presidents and the president’s executive cabinet** with innovative working sessions and strategic advice to set and refine institutional strategy, including annual higher education State of the Union, differentiation exercises to assess positioning, portfolio offerings, and growth options, cabinet decision-making exercises, organizational alignment services, and long-range planning support.
- Academic Strategy: Provides Organizations with strategic insights and decision tools to support the teaching, learning, and research enterprises. Terrains include curricular and program innovation, experiential learning and postgraduation success, research administration, program and portfolio management, and faculty development.
- Enrollment Management: Provides Organization with strategic insights and decision tools to support enrollment management and revenue growth. Terrains include enrollment trends, pricing and aid strategies, marketing and recruiting, and growth strategy.
- Business and Administration Provides Organizations with strategic insights and decision tools to support financial sustainability and strategic investment. Terrains include revenue growth, administrative efficiency, and cost management.
- Student Experience and Success: Provides Organizations with strategic insights and decisions tools across the full student lifecycle. Terrains include campus climate and culture, student success and experience, mental health and wellbeing, diversity, equity, inclusion, and justice initiatives, and career development.

B. Partnership Services

The Partnership provides organizations with access to the following services to ensure strategic alignment and support practice implementation:

- Strategic Leader—Senior member of EAB staff who will serve as primary point of contact and will facilitate service utilization and dissemination of the research services and resources outlined below.
- Executive Roundtables—Sessions designed for EAB staff to present the major research findings, facilitate discussion amongst senior-most campus executives on how to introduce these ideas to their own organizations, and to allow networking among peers. Held several times throughout the year in multiple modalities.
- Virtual Leadership Summits—Open to members of the broader academic and administrative leadership teams to engage with EAB research and content and to network with peers.

- Access to EAB Experts—EAB research staff is available for telephone and videoconference consultations on the terrains covered in our reports, providing hands-on support for diagnosis, **implementation, and troubleshooting**. Researcher time is subject to availability during EAB’s regular business hours at no additional cost.
- Best Practice Research—Comprehensive studies containing innovative practices and strategies, implementation road maps and strategic and operational advice. Organization employees have unlimited access to all best practice research within the terrains outlined above, available in multiple formats.
- Partner Intensives—Organization may invite EAB research staff to present insights or facilitate interactive sessions on a particular topic or terrain to the campus audience of your choosing up to **one time per Year. Session is delivered virtually or in person dependent on Organization’s needs and EAB staff availability**. EAB requests that the one (1) Partner Intensive include members of the **Organization’s cabinet or senior leadership team**.
- Strategic Initiative Support—EAB research staff provide advisory services to advance up to one institution-wide strategic initiative from conceptualization through execution to impact. EAB research staff will scope the challenge and provide relevant data and insights, diagnostic tools, case studies, implementation roadmaps, and best practice research to designated campus implementation leaders.
- EAB Online Research Portal—Dedicated website (www.eab.com) for Organization facilities, providing full online access to all research and implementation resources. Through the website, Organization employees may subscribe to EAB’s **“Daily Briefing” and topical newsletters**.
- Annual Partner Planning Session—Once each Year, a senior EAB staff will meet with the cabinet **or key senior leaders for a working session to identify Organization’s major strategic and operational priorities** for the year and develop a plan for how EAB will support those efforts.
- Executive Partner Strategy Retreat—Up to once a Year, EAB is available to host Organization senior leaders for one day or two half-days **in EAB’s office for a facilitated working session(s) with subject matter experts on Organization’s top strategic priorities**.
- Presidential Experience Lab—Up to twice annually, senior EAB staff host sessions designed for presidents and chancellors to engage with peers and cross-industry leaders to examine trends and explore the relevance of out-of-sector practice and strategy to the challenges facing higher education.

C. Organization Responsibilities

Organization agrees to:

- **Schedule and hold a “Welcome Call” with key campus executive(s) and EAB’s Strategic Leader** within the first 60 days of the Program Term to orient Organization to the Partnership, identify key users, and outline next service steps.
- **Select a member of the president’s cabinet to serve as Executive Sponsor for the partnership.**
- **Schedule an “Annual Partner Planning Session” with key campus executive(s) within the first 90 days** of the Program Term, and in each subsequent Year thereafter, to discuss institutional and strategic priorities and the Partnership service plan.
- Provide Strategic Leader and senior EAB research staff access to strategic plan, initiatives, working groups, and other information and documents upon request to help inform service plan and enable service delivery.
- Arrange for at least one (1) Partner Intensive each Year **to include the Organization’s Cabinet or senior leadership team**.
- Arrange for campus leader attendance at a minimum of three (3) Executive Roundtables or Leadership Summits each Year.

Program Scope—Strategic Advisory Services for Research Institutions

Below is a description of all the services comprising EAB’s Strategic Advisory Services program (the “Program”). Your Program Order Form sets forth those specific services to which you have subscribed which may include some or all these services.

Through the Program, EAB provides universities with access to research and insights, advisory support for senior campus leaders, and professional development and engagement opportunities for campus staff.

A. Research Available Through the Partnership

The Partnership includes access to EAB Research and Insights in the following areas as applicable to the Organization’s strategic priorities:

- *Higher Education Transformation Agenda*: Provides Organizations with strategic insights and decision tools within four signature terrains: Blueprint for Growth; Diversity, Equity, Inclusion, and Justice; Business Model Transformation; Future of Work and Learning
- *Institutional Strategy and Future Visioning*: Provides Presidents and the **president’s executive** cabinet with innovative working sessions and strategic advice to set and refine institutional strategy, including annual higher education State of the Union, differentiation exercises to assess positioning, portfolio offerings, and growth options, cabinet decision-making exercises, organizational alignment services, and long-range planning support.
- *Academic Strategy*: Provides Organizations with strategic insights and decision tools to support the teaching, learning, and research enterprises. Terrains include curricular and program innovation, experiential learning and postgraduation success, research administration, program and portfolio management, and faculty development.
- *Enrollment Management*: Provides Organization with strategic insights and decision tools to support enrollment management and revenue growth. Terrains include enrollment trends, pricing and aid strategies, marketing and recruiting, and growth strategy.
- *Business and Administration* Provides Organizations with strategic insights and decision tools to support financial sustainability and strategic investment. Terrains include revenue growth, administrative efficiency, and cost management.
- *Student Experience and Success*: Provides Organizations with strategic insights and decisions tools across the full student lifecycle. Terrains include campus climate and culture, student success and experience, mental health and wellbeing, diversity, equity, inclusion, and justice initiatives, and career development.

B. Partnership Services

The Partnership provides organizations with access to the following services to ensure strategic alignment and support practice implementation:

- **Strategic Leader**—Senior member of EAB staff who will serve as primary point of contact and will facilitate service utilization and dissemination of the research services and resources outlined below.
- **Executive Roundtables**— Sessions designed for EAB staff to present the major research findings, facilitate discussion amongst senior-most campus executives on how to introduce these ideas to their own organizations, and to allow networking among peers. Held several times throughout the year at multiple locations.

- Virtual Leadership Summits— Open to members of the broader academic and administrative leadership teams to engage with EAB research and content and to network with peers.
- Access to EAB Experts—EAB research staff is available for consultations on the terrains covered in our reports, providing hands-on support for diagnosis, implementation, and troubleshooting. Researcher time is subject to availability **during EAB’s regular business hours at no additional cost.**
- Best Practice Research—Comprehensive studies containing innovative practices and strategies, implementation road maps and advice. Organization employees have unlimited access to all best practice research within the terrains outlined above, available in multiple formats.
- Forecasting, Planning, and Decision Tools—Data and forecasting tools to inform strategic and operational planning, future visioning workshops, plan design templates, metrics selection workshops, and advisory services to help Organization set near-term and long-range plans, communicate vision and priorities, and communicate and cascade accountability and action throughout the Organization.
- Diagnostic and Implementation Resources—An assortment of decision tools, data, and maturity models that allow organizations to assess their own performance gaps, identify target areas for improvement, and support installation of best practices identified through EAB Research. Examples include, but are not limited to, benchmarks, discussion guides, and practice implementation workbooks.
- Collaboratives—Cohort-based virtual experiences facilitated by EAB staff to help Organizations to adopt best practice recommendations. Organizations are asked to identify a campus Implementation Leader to participate in each Collaborative. Collaboratives may include interactive webinars, decision tools, and implementation toolkits summarizing guidance.
- Partner Intensives—Organization may invite EAB research staff to present insights or facilitate interactive sessions on a particular topic or terrain to the campus audience of your choosing up to **four time per Year. Session is delivered virtually or in person dependent on Organization’s needs and EAB staff availability.** EAB requests that the one (1) Partner Intensive include members of the **Organization’s cabinet or senior leadership team.**
- Strategic Initiative Support—Help advance institution-wide strategic plans or targeted, campus-wide strategic initiatives across conceptualization and execution process. Support includes initial scoping consultation, competitive landscape overview, diagnostic tools, case studies, implementation roadmaps, and quarterly initiative check-ins.
- EAB Online Research Portal —Dedicated website (www.eab.com) for Organization facilities, providing full online access to all research and implementation resources. Through the website, **Organization employees may subscribe to EAB’s “Daily Briefing” and topical newsletters.**
- Annual Partner Planning Session—Once each Year, a senior EAB staff will meet with the cabinet **or key senior leaders for a working session to identify Organization’s major strategic and operational priorities** for the year and develop a plan for how EAB will support those efforts.
- Executive Partner Strategy Retreat—Up to once a Year, EAB is available to host Organization senior leaders for one day or two half-days **in EAB’s office for a facilitated working session(s) with subject matter experts on Organization’s top strategic priorities.**
- Presidential Experience Lab—Up to twice annually, senior EAB staff host sessions designed for presidents and chancellors to engage with peers and cross-industry leaders to examine trends and explore the relevance of out-of-sector practice and strategy to the challenges facing higher education.

C. Organization Responsibilities

Organization agrees to:

- **Schedule and hold a “Welcome Call” with key campus executive(s) and EAB’s Strategic Leader** within the first 60 days of the Program Term to orient Organization to the Partnership, identify key users, and outline next service steps.
- **Select a member of the president’s cabinet to serve as Executive Sponsor for the partnership.**
- **Schedule an “Annual Partner Planning Session” with the Executive Sponsor** and other key campus executive(s) within the first 90 days of the Program Term, and in each subsequent Year thereafter, to discuss institutional and strategic priorities and the Partnership service plan.
- Provide Strategic Leader and senior EAB research staff access to strategic plan, initiatives, working groups, and other information and documents upon request to help inform service plan and enable service delivery.
- Arrange for at least one (1) Partner Intensive each Year to include the Organization’s **Cabinet or** senior leadership team.

Arrange for campus leader attendance at a minimum of three (3) Executive Roundtables or Virtual Leadership Summits each Year.

Program Scope—Strategic Advisory Services for Community Colleges

Below is a description of **all the services comprising EAB’s Strategic Advisory Services for Community Colleges program (the “Program”). Your Program Order Form sets forth those specific services to which you have subscribed which may include some or all these services.**

Through the Program, EAB provides Organizations with access to research and insights, advisory support for senior campus leaders, and professional development and engagement opportunities for campus staff.

A. Research Available Through the Partnership

The Partnership includes access to EAB Research and Insights in the following areas as applicable to the **Organization’s strategic priorities:**

- **Higher Education Transformation Agenda:** Provides Organizations with strategic insights and decision tools within four signature terrains: Blueprint for Growth; Diversity, Equity, Inclusion, and Justice; Business Model Transformation; Future of Work and Learning
- **Institutional Strategy and Future Visioning:** **Provides Presidents and the president’s executive cabinet** with innovative working sessions and strategic advice to set and refine institutional strategy, including annual higher education State of the Union, differentiation exercises to assess positioning, portfolio offerings, and growth options, cabinet decision-making exercises, organizational alignment services, and long-range planning support.
- **Academic Strategy:** Provides Organizations with strategic insights and decision tools to support the teaching, learning, and research enterprises. Terrains include curricular and program innovation, experiential learning and postgraduation success, research administration, program and portfolio management, and faculty development.
- **Enrollment Management:** Provides Organization with strategic insights and decision tools to support enrollment management and revenue growth. Terrains include enrollment trends, pricing and aid strategies, marketing and recruiting, and growth strategy.
- **Business and Administration:** Provides Organizations with strategic insights and decision tools to support financial sustainability and strategic investment. Terrains include revenue growth, administrative efficiency, and cost management.
- **Student Experience and Success:** Provides Organizations with strategic insights and decisions tools across the full student lifecycle. Terrains include campus climate and culture, student success and experience, mental health and wellbeing, diversity, equity, inclusion, and justice initiatives and career development.
- **K12 Research:** EAB will provide access to research materials and content produced from our K12 research programs to help Organizations better understand related educational market forces likely to impact future college recruitment and persistence.

B. Program Services:

- **Strategic Leader—**Member of EAB staff who will serve as primary point of contact and will facilitate service utilization and dissemination of the Forum services and resources outlined below.
- **Annual Partner Planning Session—**Once each Year, a senior EAB staff will meet with the cabinet **or key senior leaders for a working session to identify Organization’s major strategic and operational priorities** for the year and develop a plan for how EAB will support those efforts.
- **Annual Presidential Roundtable—**One full-day or two half-day intense sessions designed for Forum staff to present major findings from the year and facilitate discussion amongst Presidents on

how to introduce these ideas to their own institutions. Held several times throughout the year at multiple locations.

- . Virtual Leadership Summits— Open to members of the broader academic and administrative leadership teams to engage with EAB research and content and to network with peers.
- Annual Webinar Series—Short web-based educational intensives facilitated by Forum staff to provide discussion and implementation support on Forum research, without the burden of travel. Webinars are open to all employees at Organization institutions. Organization may also request to **have Forum staff deliver “private-label” webinar for their employees.**
- Best Practice Research—Comprehensive studies containing detailed profiles of dozens of innovative practices and strategies, implementation road maps and advice. Organization employees have unlimited access to all Forum best practice research, available in multiple formats.
- Diagnostic and Implementation Resources—An assortment of tools and resources that allow Organization to assess their own performance gaps, identify target areas for improvement, and support installation of best practices identified through Forum research. Examples include, but are not limited to, worksheets, case profiles, corresponding benchmarks, and discussions guides.
- Executive Briefings—Condensed versions of research studies meant for broad distribution to key leadership constituencies at Organization institutions. Organization employees have unlimited access to briefings, available in multiple formats.
- Access to Our Experts—Forum research staff is available for telephone consultations to discuss Forum research, providing hands-on support for diagnosis, implementation, and troubleshooting. **Staff time is subject to availability during EAB’s regular business hours at no additional cost.**
- Ask EAB—Organization can access a dedicated team of EAB content specialists who respond to institution-specific research questions, leveraging a combination of existing EAB research and external research sources.
- Partner Intensive—Organization may invite EAB research staff to present insights or facilitate interactive sessions on a related topic or terrain to the campus audience of your choosing up to one time per Year. **Session is delivered virtually or in person dependent on Organization’s needs and EAB staff availability.**
- EAB Online Research Portal—Dedicated website (www.eab.com) for Organization employees, providing full online access to all Forum research and implementation resources. Through the **website, Organization employees may subscribe to EAB’s “Daily Briefing” and Forum newsletter(s)** that showcase ongoing research, analysis of breaking news, and overviews of important higher education trends.

C. Organization Responsibilities

Organization agrees to:

- **Schedule and hold a “Welcome Call” with key campus leadership and EAB’s Strategic Leader within the first 60 days of the Program Term to discuss top institutional priorities and the Forum service plan.**
- **Schedule an “Annual Organization Planning Session” with key campus leaders in each subsequent year to discuss updates to institutional priorities and the Forum service plan.**
- Provide Strategic Leader and senior EAB research staff access to strategic plans, initiatives, working groups, and other information upon request to help inform service plan and enable service delivery.
- Arrange for campus leader to attend at least one (1) Executive Roundtable or Leadership Summit each Year (contingent on staff availability and travel budget).

Program Scope - Academic Affairs Forum

The Academic Affairs Forum provides provosts and academic affairs leaders proven strategies and data-informed insights to support academic planning and strategy, improve student outcomes, promote curricular innovation, optimize academic resource allocation, and accelerate change.

A. Program Services:

- Strategic Leader—A EAB staff member who will serve as primary point of contact and will facilitate service utilization and dissemination of the Forum services and resources outlined below.
- Executive Roundtables—Sessions designed for EAB staff to present the major research findings, facilitate discussion amongst senior-most campus executives on how to introduce these ideas to their own organizations, and to allow networking among peers. Held several times throughout the year at multiple locations.
- Virtual Leadership Summits—Open to members of the broader academic and administrative leadership teams to engage with EAB research and content and to network with peers.
- Best Practice Research—Comprehensive studies containing detailed profiles of dozens of innovative practices and strategies, implementation road maps, and advice. Organization employees have unlimited access to all Forum best practice research, available in multiple formats.
- Functional Collaboratives—Short-term research initiatives for leaders of specific academic affairs functional areas or offices at Organization facilities. These may involve interactive webinars, research updates, and whitepapers summarizing the findings.
- Diagnostic and Implementation Resources—An assortment of tools and resources that allow organizations to assess their own performance gaps, identify target areas for improvement, and support installation of best practices identified through Forum research. Examples include, but are not limited to, worksheets, case profiles, corresponding benchmarks, and discussion guides.
- Summary Briefs—Condensed versions of research studies meant for broad distribution to key leadership constituencies at Organization facilities. Organization employees have unlimited access to briefs, available in multiple formats.
- Access to Our Experts—Forum research staff is available for telephone consultations to discuss Forum research, providing hands-on support for diagnosis, implementation, and troubleshooting. Staff time is **subject to availability during EAB’s regular business hours at no additional cost.**
- Ask EAB—Organization can access a dedicated team of EAB content specialists who respond to institution-specific research questions, leveraging a combination of existing EAB research and external research sources.
- Partner Intensive—Organization may invite EAB research staff to present insights or facilitate interactive sessions on a related topic or terrain to the campus audience of your choosing up to one time per Year. **Session is delivered virtually or in person dependent on Organization’s needs and EAB staff availability.**
- EAB Online Research Portal —Dedicated website (www.eab.com) for Organization employees providing full online access to all Forum research and implementation resources. Through the website, Organization employees may subscribe to EAB’s “Daily Briefing” and Forum newsletter(s).

B. Organization Responsibilities

Organization agrees to:

- **Schedule and hold a “Welcome Call” with key campus leadership and EAB’s Strategic Leader** within the first 60 days of the Program Term to discuss top institutional priorities and the Forum service plan.
- **Schedule an “Annual Organization Planning Session” with key campus leaders** in each subsequent year to discuss updates to institutional priorities and the Forum service plan.
- Provide Strategic Leader and senior EAB research staff access to strategic plans, initiatives, working groups, and other information upon request to help inform service plan and enable service delivery.
- Arrange for campus leader to attend at least one (1) Executive Roundtable or Leadership Summit each Year (contingent on staff availability and travel budget).

Program Scope—Advancement Forum

Below is a comprehensive description of all the services comprising EAB’s Advancement Forum program (the “Program”). Your Program Order Form sets forth those specific services to which you have subscribed which may include some or all these services.

A. Program Services

- Strategic Leader— A EAB staff member who will serve as primary point of contact and will facilitate service utilization and dissemination of the Forum services and resources outlined below.
- Chief Advancement Officer (CAO) Roundtables—Sessions designed for EAB staff to present the major research findings, facilitate discussion amongst CAOs on how to introduce these ideas to their own organizations, and to allow networking among peers. Held several times throughout the year at multiple locations.
- Virtual Leadership Summits—Open to rising advancement leaders to engage with EAB research and content and to network with peers.
- Best Practice Research — Comprehensive studies containing detailed profiles of dozens of innovative practices and strategies, implementation road maps, and advice. Organization employees have unlimited access to all Forum best practice research, available in multiple formats.
- Diagnostic and Implementation Resources—An assortment of tools and resources that allow organizations to assess their own performance gaps, identify target areas for improvement, and support installation of best practices identified through Forum research. Examples include, but are not limited to, worksheets, case profiles, corresponding benchmarks, and discussion guides.
- Advancement Investment and Performance Initiative— Annual ROI benchmarking initiative to which organizations submit data on staffing, investments, and fundraising production. Participating organizations receive customized diagnostic reports on shop size, structure, performance, and growth opportunities.
- Summary Briefs—Condensed versions of research studies meant for broad distribution to key leadership constituencies at Organization facilities. Organization employees have unlimited access to briefs, available in multiple formats.
- Access to Our Experts—Forum research staff is available for telephone consultations to discuss Forum research, providing hands-on support for diagnosis, implementation, and troubleshooting. Staff time is **subject to availability during EAB’s regular business hours at no additional cost.**
- Ask EAB—Organization can access a dedicated team of EAB content specialists who respond to institution-specific research questions, leveraging a combination of existing EAB research and external research sources.
- Partner Intensive—Organization may invite EAB research staff to present insights or facilitate interactive sessions on a related topic or terrain to the campus audience of your choosing up to one time per Year. **Session is delivered virtually or in person dependent on Organization’s needs and EAB staff availability.**
- EAB Online Research Portal —Dedicated website (www.eab.com) for Organization employees providing full online access to all Forum research and implementation resources. Through the website, Organization employees may subscribe to EAB’s “Daily Briefing” and Forum newsletter(s).

B. Organization Responsibilities

Organization agrees to:

- **Schedule and hold a “Welcome Call” with key campus leadership and EAB’s Strategic Leader within the first 60 days of the Program Term to discuss top institutional priorities and the Forum service plan.**
- **Schedule an “Annual Organization Planning Session” with key campus leaders in each subsequent year to discuss updates to institutional priorities and the Forum service plan.**
- Provide Strategic Leader and senior EAB research staff access to strategic plans, initiatives, working groups, and other information upon request to help inform service plan and enable service delivery. This includes participation in the Advancement Investment and Performance Initiative at least once every two years.
- Arrange for campus leader to attend at least one (1) Executive Roundtable or Leadership Summit each Program Year (contingent on staff availability and travel budget).

Program Scope—Business Affairs Forum

Below is a comprehensive description of all the services comprising EAB’s Business Affairs Forum program (the “Program”). Your Program Order Form sets forth those specific services to which you have subscribed which may include some or all these services.

C. Program Services

- Strategic Leader—A EAB staff member who will serve as primary point of contact and will facilitate service utilization and dissemination of the Forum services and resources outlined below.
- Executive Roundtables—Sessions designed for EAB staff to present the major research findings, facilitate discussion amongst senior-most campus executives on how to introduce these ideas to their own organizations, and to allow networking among peers. Held several times throughout the year at multiple locations.
- Virtual Leadership Summits—Open to members of the broader academic and administrative leadership teams to engage with EAB research and content and to network with peers.
- Best Practice Research —Comprehensive studies containing detailed profiles of dozens of innovative practices and strategies, implementation road maps, and advice. Organization employees have unlimited access to all Forum best practice research, available in multiple formats.
- Diagnostic and Implementation Resources—An assortment of tools and resources that allow organizations to assess their own performance gaps, identify target areas for improvement, and support installation of best practices identified through Forum research. Examples include, but are not limited to, worksheets, case profiles, corresponding benchmarks, and discussion guides.
- Summary Briefs—Condensed versions of research studies meant for broad distribution to key leadership constituencies at Organization facilities to support continuous improvement efforts in discrete areas of the **business executive’s portfolio, spotlighting proven, fast-ROI concepts**. Organization employees have unlimited access to briefs, available in multiple formats.
- Access to our Experts— Forum research staff is available for telephone consultations to discuss Forum research, providing hands-on support for diagnosis, implementation, and troubleshooting. Staff time is **subject to availability during EAB’s regular business hours at no additional cost**.
- Ask EAB—Organization can access a dedicated team of EAB content specialists who respond to institution-specific research questions, leveraging a combination of existing EAB research, and external research sources.
- Partner Intensive—Organization may invite EAB research staff to present insights or facilitate interactive sessions on a related topic or terrain to the campus audience of your choosing up to one time per Year. Session is delivered virtually or in person dependent on **Organization’s needs and EAB staff availability**.
- EAB Online Research Portal —Dedicated website (www.eab.com) for Organization employees, providing full online access to all Forum research and implementation resources. Through the website, Organization employees may subscribe to EAB’s “Daily Briefing” and Forum newsletter(s).

D. Organization Responsibilities

Organization agrees to:

- **Schedule and hold a “Welcome Call” with key campus leadership and EAB’s Strategic Leader** within the first 60 days of the Program Term to discuss top institutional priorities and the Forum service plan.
- **Schedule an “Annual Organization Planning Session” with key campus leaders in each subsequent Year** to discuss updates to institutional priorities and the Forum service plan.

- Provide Strategic Leader and senior EAB research staff access to strategic plans, initiatives, working groups, and other information upon request to help inform service plan and enable service delivery.
- Arrange for campus leader to attend at least one (1) Executive Roundtable or Leadership Summit each Program Year (contingent on staff availability and travel budget).

Program Scope—District Leadership Forum

Below is a comprehensive description of all the services comprising EAB's District Leadership Forum program (the "Program"). Your Program Order Form sets forth those specific services to which you have subscribed which may include some or all these services.

Strategy and Best Practice Research Studies—Comprehensive reports containing detailed profiles of dozens of innovative practices and strategies, implementation road maps, and advice. Organization facilities have unlimited access to studies.

Executive Briefings—Condensed studies meant for broad distribution to key leadership constituencies at Organization districts. Briefings will be available in unlimited quantity.

Superintendent Roundtables—Sessions designed for EAB staff to present the major research findings, facilitate discussion amongst superintendents on how to introduce these ideas to their own districts, and to allow networking among peers. Held several times throughout the year at multiple locations.

Virtual District Leadership Summit—Open to district leaders to engage with EAB research and content and to network with peers.

On-Demand Research—Organization may assign our staff short-answer research projects on topics of interest to their districts. Organization may request as many projects as they like across the year, though the Forum requires that Organization allow us to complete a project before assigning the next.

Dedicated Advisor—An EAB staff member who serves as a primary point of contact and oversees ongoing value delivery. Your Dedicated Advisor will help you navigate EAB resources and achieve your goals for the Program.

Access to Our Experts—Forum research staff is available for unlimited telephone consultations on the terrains covered in our reports, providing hands-on support for implementation and troubleshooting. Researcher time is available at no additional cost.

Private Webinars—Customized educational intensives for Forum organizations on any best practice study, research topic, or implementation challenge.

Partner Intensive—Organization may invite EAB research staff to present insights or facilitate interactive sessions on a related topic or terrain to the campus audience of your choosing up to one time per Year. Session is delivered virtually or in person dependent on Organization's needs and EAB staff availability.

Online Research Database—Dedicated website for subscribing organizations, providing full access to all **District Leadership Forum research as well EAB's online archive of the more than 50 best practice studies, 2,100 research briefs, 100+ webconferences, and dozens of toolkits we have completed for postsecondary institutions.**

Program Scope—Enrollment Management Forum

Below is a comprehensive description of all the services comprising EAB's Enrollment Management Forum program (the "Program"). Your Program Order Form sets forth those specific services to which you have subscribed which may include some or all these services.

A. Program Services

- Strategic Leader—A EAB staff member who will serve as primary point of contact and will facilitate service utilization and dissemination of the Forum services and resources outlined below.
- Executive Roundtables—Sessions designed for EAB staff to present the major research findings, facilitate discussion amongst senior-most campus executives on how to introduce these ideas to their own organizations, and to allow networking among peers.
- Best Practice Research—Comprehensive studies containing detailed profiles of dozens of innovative practices and strategies, implementation road maps, and advice. Organization employees have unlimited access to all Forum best practice reports, available in multiple formats.
- Diagnostic and Implementation Resources—An assortment of tools and resources that allow organizations to assess their own performance gaps, identify target areas for improvement, and support installation of best practices identified through Forum research. Examples include, but are not limited to, worksheets, case profiles, corresponding benchmarks, and discussion guides.
- Summary Briefs—Condensed versions of research studies meant for broad distribution to key leadership constituencies at Organization facilities. Organization employees have unlimited access to briefs, available in multiple formats.
- Access to Our Experts—Forum research staff is available for telephone consultations to discuss Forum research, providing hands-on support for diagnosis, implementation, and troubleshooting. Staff time is **subject to availability during EAB's regular business hours at no additional cost.**
- Ask EAB—Organization can access a dedicated team of EAB content specialists who respond to institution-specific research questions, leveraging a combination of existing EAB research and external sources.
- Partner Intensive—Organization may invite EAB research staff to present insights or facilitate interactive sessions on a related topic or terrain to the campus audience of your choosing up to one time per Year. **Session is delivered virtually or in person dependent on Organization's needs and EAB staff availability.**
- EAB Online Research Portal—Dedicated website (www.eab.com) for Organization employees providing full online access to all Forum research and implementation resources. Through the website, Organization employees may subscribe to EAB's "Daily Briefing" and Forum newsletter(s).

B. Organization Responsibilities

Organization agrees to:

- **Schedule and hold a "Welcome Call" with key campus leadership and EAB's Strategic Leader within the first 60 days of the Program Term to discuss top institutional priorities and the Forum service plan.**
- **Schedule an "Annual Organization Planning Session" with key campus leaders in each subsequent year to discuss updates to institutional priorities and the Forum service plan.**
- Provide Strategic Leader and senior EAB research staff access to strategic plans, initiatives, working groups, and other information upon request to help inform service plan and enable service delivery.
- Arrange for campus leader to attend at least one (1) Executive Roundtable each Year

Program Scope—Facilities Forum

Below is a comprehensive description of all the services comprising EAB’s Facilities Forum program (the “Program”). Your Program Order Form sets forth those specific services to which you have subscribed which may include some or all these services.

A. Program Services

- Strategic Leader—A EAB staff member who will serve as primary point of contact and will facilitate service utilization and dissemination of the Forum services and resources outlined below.
- Executive Roundtables—Sessions designed for EAB staff to present the major research findings, facilitate discussion amongst facilities executives on how to introduce these ideas to their own organizations, and to allow networking among peers. Held several times throughout the year at multiple locations.
- Virtual Leadership Summits—Open to members of the broader divisional leaders to engage with EAB research and content and to network with peers.
- Best Practice Research—Comprehensive studies containing detailed profiles of dozens of innovative practices and strategies, implementation road maps, and advice. Organization employees have unlimited access to all Forum best practice research, available in multiple formats.
- Diagnostic and Implementation Resources—An assortment of tools and resources that allow organizations to assess their own performance gaps, identify target areas for improvement, and support installation of best practices identified through Forum research. Examples include, but are not limited to, worksheets, case profiles, corresponding benchmarks, and discussion guides.
- Summary Briefs—Condensed versions of research studies meant for broad distribution to key leadership constituencies at Organization facilities. Organization employees have unlimited access to briefs, available in multiple formats.
- Access to Our Experts—Forum research staff is available for telephone consultations to discuss Forum research, providing hands-on support for diagnosis, implementation, and troubleshooting. Staff time is **subject to availability during EAB’s regular business hours at no additional cost.**
- Ask EAB—Organization can access a dedicated team of EAB content specialists who respond to institution-specific research questions, leveraging a combination of existing EAB research and external research sources.
- Partner Intensive—Organization may invite EAB research staff to present insights or facilitate interactive sessions on a related topic or terrain to the campus audience of your choosing up to one time per Year. **Session is delivered virtually or in person dependent on Organization’s needs and EAB staff availability.**
- EAB Online Research Portal—Dedicated website (www.eab.com) for Organization employees, providing full online access to all Forum research and implementation resources. Through the website, Organization employees may subscribe to EAB’s “Daily Briefing” and Forum newsletter(s).

B. Organization Responsibilities

Organization agrees to:

- **Schedule and hold a “Welcome Call” with key campus leadership and EAB’s Strategic Leader within the first 60 days of the Program Term to discuss top institutional priorities and the Forum service plan.**
- **Schedule an “Annual Organization Planning Session” with key campus leaders in each subsequent year to discuss updates to institutional priorities and the Forum service plan.**

- Provide Strategic Leader and senior EAB research staff access to strategic plans, initiatives, working groups, and other information upon request to help inform service plan and enable service delivery.
- Arrange for campus leader to attend at least one (1) Executive Roundtable or Leadership Summit each Year (contingent on staff availability and travel budget).

Program Scope—Higher Education Strategy Forum

Below is a comprehensive description of all the services comprising EAB’s Higher Education Strategy Forum program (the “Program”). Your Program Order Form sets forth those specific services to which you have subscribed which may include some or all these services.

A. Program Services

- Strategic Leader—Member of EAB staff who will serve as primary point of contact and will facilitate use and dissemination of Forum services and resources outlined below.
- Annual Presidential Roundtables—One full-day or two half-day sessions designed for EAB staff to present the major research findings from the year and facilitate discussion amongst presidents and chancellors on how to introduce these ideas to their own institutions. Held several times throughout the year at multiple locations.
- Presidential Experience Lab—Up to twice annually, senior EAB staff host sessions designed for presidents and chancellors to engage with peers and cross-industry leaders to examine trends and explore the relevance of out-of-sector practice and strategy to the challenges facing higher education.
- Executive Roundtables—Sessions designed for EAB staff to present the major research findings, and facilitate discussion amongst senior-most campus executives, including Chiefs of Staff, VPs of Strategy **and other strategic deputy roles on the President’s team.**
- Divisional Trends Reports—Executive takeaways of top promising ideas from EAB research across key university functions (such as academic affairs, business affairs, enrollment management, advancement, online and professional education, research administration, information technology, and facilities).
- Strategy Engagement—EAB staff support to set strategy and make decisions about the future direction of the Organization. Support includes institutional strategy diagnostic, strategic differentiation workshop, future visioning sessions, resilient leadership workshops, annual higher education state of the union, and a strategic planning resource center.
- Access to Our Experts—Forum research staff is available for telephone consultations to discuss Forum research, providing hands-on support for diagnosis, implementation, and troubleshooting. Staff time is **subject to availability during EAB’s regular business hours at no additional cost.**
- Partner Intensive—Interactive sessions hosted by EAB research staff to present research or facilitate discussion on a particular topic or terrain to the campus audience of your choosing up to twice each Program Year. Sessions are delivered virtually or in person dependent on Organization needs and staff availability. EAB requests that at least one (1) presentation **include members of the Organization’s cabinet or senior leadership team.**
- EAB Online Research Portal —Dedicated website (www.eab.com) for Organization employees, providing full online access to all Forum research and implementation resources. Through the website, Organization employees may subscribe to EAB’s “Daily Briefing” and Forum newsletter(s).

B. Organization Responsibilities

Organization agrees to:

- **Schedule and hold a “Welcome Call” with key campus executive(s) and EAB’s Strategic Leader within the first 60 days of the Program Term to orient Organization to the Partnership, identify key users, and outline next service steps.**
- **Confirm the president or Chief of Staff as Executive Sponsor for the partnership.**
- **Schedule an “Annual Planning Session” with key campus leaders in each subsequent Year to discuss updates to institutional priorities and the Forum service plan.**

- Provide Strategic Leader and senior EAB research staff access to strategic plans, initiatives, working groups, and other information upon request to help inform service plan and enable service delivery.
- Arrange for the President or Chief of Staff to attend at least one (1) Executive Roundtable or Presidential Experience Lab each Program Year (contingent on availability and travel budget).

Program Scope—Independent School Executive Forum

Below is a comprehensive description of all the services comprising EAB's Independent School Executive Forum program (the "Program"). Your Program Order Form sets forth those specific services to which you have subscribed which may include some or all these services.

Program Services

The Independent School Executive Forum provides progressive independent schools with access to research, strategic guidance, educational support, and unique events to elevate their strategy and operations. The Program includes access to a broad range of annual meetings, webconferences, research publications, and tools for focusing on emerging trends and practices in education that will significantly affect advancement, academic affairs, budget management, student affairs, enrollment management, governance and other areas. The Independent School Executive Forum includes access to the following services:

Breakthrough Practice Reports – Comprehensive reports containing detailed profiles of dozens of innovative practices and strategies, implementation road maps and advice. Organization facilities have unlimited access to all breakthrough reports.

Diagnostic Tools, Dashboards, and Implementation Kits – Tools, dashboards and templates accompanying breakthrough reports for benchmarking performance and identifying areas for future improvement.

Dedicated Advisor – Senior member of the Forum staff who will serve as primary point of contact and will facilitate service utilization and dissemination of breakthrough practice reports, tools and dashboards.

Annual Heads' Roundtable – Two half-day intense sessions designed for Forum staff to present the major research findings from the year and facilitate discussion amongst heads of school on how to introduce these ideas to their own schools. This is held several times throughout the year at multiple locations.

National Webinars – Hour-long educational intensives facilitated by research leaders to provide discussion and implementation support on topics covered by the Forum, without the burden of travel. National Webinars are open to all employees at Organization facilities.

Partner Intensive—Organization may invite EAB research staff to present insights or facilitate interactive sessions on a related topic or terrain to the campus audience of your choosing up to one time **per Year. Session is delivered virtually or in person dependent on Organization's needs and EAB staff availability.**

Online Research Database – Dedicated website for subscribing organizations, providing full online access to the entire **library of the Forum's work.**

On-Demand Access to Education Experts — Our team of experts is available to help you address questions from board members or school staff members conducting special projects. Your Dedicated Advisor will receive your requests and direct them to the most appropriate expert(s) on our team. We will review our archive of 2,100+ major studies, white papers, and short reports of to identify the publication(s) that address your query. Should your inquiry fall outside of or go deeper than the topics covered in our publications, we will arrange a consultation via phone or email with the appropriate expert on our team. Depending on your question and goals, we may also suggest additional options, such as a private-label webconference for your team. There are no additional fees for this **service.**

Program Scope—IT Forum

Below is a comprehensive description of all the services comprising EAB's IT Forum program (the "Program"). Your Program Order Form sets forth those specific services to which you have subscribed which may include some or all these services.

A. Program Services

- Strategic Leader—A EAB staff member who will serve as primary point of contact and will facilitate service utilization and dissemination of the Forum services and resources outlined below.
- Executive Roundtables—Sessions designed for EAB staff to present the major research findings, facilitate discussion amongst CIOs on how to introduce these ideas to their own organizations, and to allow networking among peers. Held several times throughout the year at multiple locations.
- Virtual Leadership Summits—Open to members of the broader divisional leadership to engage with EAB research and content and to network with peers.
- Best Practice Research—Comprehensive studies containing detailed profiles of dozens of innovative practices and strategies, implementation road maps, and advice. Organization employees have unlimited access to all Forum best practice research, available in multiple formats.
- Diagnostic and Implementation Resources—An assortment of tools and resources that allow organizations to assess their own performance gaps, identify target areas for improvement, and support installation of best practices identified through Forum research. Examples include, but are not limited to, worksheets, case profiles, corresponding benchmarks, and discussion guides.
- Summary Briefs—Condensed versions of research studies meant for broad distribution to key leadership constituencies at Organization facilities. Organization employees have unlimited access to briefs, available in multiple formats.
- Access to Our Experts—Forum research staff is available for telephone consultations to discuss Forum research, providing hands-on support for diagnosis, implementation, and troubleshooting. Staff time is subject to **availability during EAB's regular business hours at no additional cost.**
- Ask EAB—Organization can access a dedicated team of EAB content specialists who respond to institution-specific research questions, leveraging a combination of existing EAB research and external research sources.
- Partner Intensive—Organization may invite EAB research staff to present insights or facilitate interactive sessions on a related topic or terrain to the campus audience of your choosing up to one time per Year. **Session is delivered virtually or in person dependent on Organization's needs and EAB staff availability.**
- EAB Online Research Portal —Dedicated website (www.eab.com) for Organization employees, providing full online access to all Forum research and implementation resources. Through the website, Organization employees may subscribe to EAB's "Daily Briefing" and Forum newsletter(s).

B. Organization Responsibilities

Organization agrees to:

- **Schedule and hold a "Welcome Call" with key campus leadership and EAB's Strategic Leader within the first 60 days of the Program Term to discuss top institutional priorities and the Forum service plan.**
- **Schedule an "Annual Organization Planning Session" with key campus leaders in each subsequent year to discuss updates to institutional priorities and the Forum service plan.**

- Provide Strategic Leader and senior EAB research staff access to strategic plans, initiatives, working groups, and other information upon request to help inform service plan and enable service delivery.
- Arrange for campus leader to attend at least one (1) Executive Roundtable or Leadership Summit each Year (contingent on staff availability and travel budget).

Program Scope—Professional and Adult Education Forum

The Professional and Adult Education Forum addresses the strategic challenges related to designing, positioning and delivering flexible, innovative educational offerings to working adult and online students. The Professional and Adult Education Forum equips continuing, professional, and online education executives with unparalleled access to real-time employer demand data and actionable market research to inform strategic growth paired with implementation tools and resources to execute against marketing, recruiting, and student service priorities.

A. Program Services:

- **Strategic Leader**—A EAB staff member who will serve as primary point of contact and will facilitate service utilization and dissemination of the Forum services and resources outlined below.
- **Executive Roundtables**—Sessions designed for EAB staff to present the major research findings, and facilitate discussion amongst senior continuing, professional, and online education executives on how to introduce these ideas to their own organizations, and to allow networking among peers. Held several times throughout the year at multiple locations.
- **Virtual Leadership Summits**—Open to members of the broader marketing and recruiting leadership teams to engage with EAB research and content and to network with peers.
- **Best Practice Research**—Comprehensive studies containing detailed profiles of dozens of innovative practices and strategies, implementation road maps, and advice. Organization employees have unlimited access to all Forum best practice research, available in multiple formats.
- **Diagnostic and Implementation Resources**—An assortment of tools and resources that allow organizations to assess their own performance gaps, identify target areas for improvement, and support installation of best practices identified through Forum research. Examples include, but are not limited to, worksheets, case profiles, corresponding benchmarks and discussion guides.
- **Summary Briefs**—Condensed versions of research studies meant for broad distribution to key leadership constituencies at Organization facilities. Organization employees have unlimited access to briefs, available in multiple formats.
- **Market Insights**—Organization employees may request customized on-demand market demand briefs and real-time employer demand analytics. These briefs may focus on Market Opportunity Scans, Portfolio Health Checks, Program Feasibility Studies, and/or a 360 Program Assessment – at **the Organization’s choosing**. Organization employees will also have unlimited access to existing library of reports, State and Regional Labor Market Demand Profiles, and Program Planning Tools. Organization may request custom cuts of labor market data across the Program Term. EAB requires in most instances that Organization allow us to complete an analysis before assigning the next.
- **Organizational Benchmarking and Strategy Consults**—Peer benchmarking and custom analysis to inform governance, policy, and Professional and Adult Education organizational design. Organization may request unlimited customized cuts of the data to inform strategic planning, budget requests, or organizational design conversations.
- **Access to Our Experts**—Forum research staff is available for telephone consultations to discuss Forum research, providing hands-on support for diagnosis, implementation, and troubleshooting. **Staff time is subject to availability during EAB’s regular business hours at no additional cost.**
- **Ask EAB**—Organization can access a dedicated team of EAB content specialists who respond to institution-specific research questions, leveraging a combination of existing EAB research and external research sources.

- **Partner Intensive**—Organization may invite EAB research staff to present insights or facilitate interactive sessions on a related topic or terrain to the campus audience of your choosing up to one time per Year. **Session is delivered virtually or in person dependent on Organization’s needs and EAB staff availability.**
- **EAB Online Research Portal**—Dedicated website (www.eab.com) for Organization employees providing full online access to all Forum research and implementation resources. Through the website, **Organization employees may subscribe to EAB’s “Daily Briefing” and Forum newsletter(s).**

B. Organization Responsibilities

Organization agrees to:

- **Schedule and hold a “Welcome Call” with key campus leadership and EAB’s Strategic Leader within the first 60 days of the Program Term to discuss top institutional priorities and the Forum service plan.**
- **Schedule an “Annual Organization Planning Session” with key campus leaders in each subsequent year to discuss updates to institutional priorities and the Forum service plan.**
- Provide Strategic Leader and senior EAB research staff access to strategic plans, initiatives, working groups, and other information upon request to help inform service plan and enable service delivery, **including completion of the “Professional and Adult Education Organizational Benchmarking” survey.**
- Arrange for campus leader to attend at least one (1) Executive Roundtable or Leadership Summit each Year (contingent on staff availability and travel budget).

Program Scope—Student Affairs Forum

Below is a comprehensive description of all the services comprising EAB’s Student Affairs Forum program (the “Program”). Your Program Order Form sets forth those specific services to which you have subscribed which may include some or all these services.

A. Program Services

- Strategic Leader—A EAB staff member who will serve as primary point of contact and will facilitate service utilization and dissemination of the Forum services and resources outlined below.
- Executive Roundtables—Sessions designed for EAB staff to present the major research findings, and facilitate discussion amongst student affairs executives on how to introduce these ideas to their own organizations, and to allow networking among peers.
- Virtual Leadership Summits—Open to members of the broader divisional leadership to engage with EAB research and content and to network with peers.
- Best Practice Research—Comprehensive studies containing detailed profiles of dozens of innovative practices and strategies, implementation road maps, and advice. Organization employees have unlimited access to all Forum best practice research in multiple formats.
- Diagnostic and Implementation Resources—An assortment of tools and resources that allow organizations to assess their own performance gaps, identify target areas for improvement, and support installation of best practices identified through Forum research. Examples include, but are not limited to, worksheets, case profiles, corresponding benchmarks, and discussion guides.
- Summary Briefs—Condensed versions of research studies meant for broad distribution to key leadership constituencies at Organization facilities. Organization employees have unlimited access to briefings, available in multiple formats.
- Access to Our Experts—Forum research staff is available for telephone consultations to discuss Forum research, providing hands-on support for diagnosis, implementation, and troubleshooting. Staff time is **subject to availability during EAB’s regular business hours at no additional cost.**
- Ask EAB—Organization can access a dedicated team of EAB content specialists who respond to institution-specific research questions, leveraging a combination of existing EAB research and external sources.
- EAB Online Research Portal—Dedicated website (www.eab.com) for Organization employees, providing full online access to all Forum research and implementation resources. Through the website, Organization employees may subscribe to EAB’s “Daily Briefing” and Forum newsletter(s).

B. Organization Responsibilities

Organization agrees to:

- **Schedule and hold a “Welcome Call” with key campus leadership and EAB’s Strategic Leader within the first 60 days of the Program Term to discuss top institutional priorities and the Forum service plan.**
- **Schedule an “Annual Organization Planning Session” with key campus leaders in each subsequent year to discuss updates to institutional priorities and the Forum service plan.**
- Provide Strategic Leader and senior EAB research staff access to strategic plans, initiatives, working groups, and other information upon request to help inform service plan and enable service delivery.
- Arrange for campus leader to attend at least one (1) Executive Roundtable or Leadership Summit each Year.

Program Scope—University Research Forum

Below is a comprehensive description of all the services comprising EAB’s University Research Forum program (the “Program”). Your Program Order Form sets forth those specific services to which you have subscribed which may include some or all these services.

A. Program Services:

- Strategic Leader—A EAB staff member who will serve as primary point of contact and will facilitate service utilization and dissemination of Forum services and resources outlined below.
- Executive Roundtables—Sessions designed for EAB staff to present the major research findings, and facilitate discussion amongst Chief Research Officers on how to introduce these ideas to their own organizations, and to allow networking among peers. Held several times throughout the year at multiple locations.
- Virtual Leadership Summits—Open to members of the broader divisional leadership to engage with EAB research and content and to network with peers.
- Best Practice Research—Comprehensive reports containing detailed profiles of dozens of innovative practices and strategies, implementation road maps, and advice. Organization employees have unlimited access to all Forum best practice research, available in multiple formats.
- Diagnostic and Implementation Resources—An assortment of tools and resources that allow organizations to assess their own performance gaps, identify target areas for improvement, and support installation of best practices identified through Forum research. Examples include, but are not limited to, worksheets, case profiles, corresponding benchmarks, and discussion guides.
- Summary Briefs—Condensed studies meant for broad distribution to key leadership constituencies at Organization facilities. Organization employees have unlimited access to briefs, available in multiple formats.
- Access to Our Experts—Forum research staff is available for telephone consultations to discuss Forum research, providing hands-on support for diagnosis, implementation, and troubleshooting. Staff time is **subject to availability during EAB’s regular business hours** at no additional cost.
- Ask EAB—Organization can access a dedicated team of EAB content specialists who respond to institution-specific research questions, leveraging a combination of existing EAB research and external research sources.
- Partner Intensive—Organization may invite EAB research staff to present insights or facilitate interactive sessions on a related topic or terrain to the campus audience of your choosing up to one time per Year. Session is delivered virtually or in person **dependent on Organization’s needs and EAB staff availability**.
- EAB Online Research Portal—Dedicated website (www.eab.com) for Organization employees, providing full online access to all Forum research and implementation resources. Through the website, Organization employees may subscribe to EAB’s “Daily Briefing” and Forum newsletter(s).

B. Organization Responsibilities

Organization agrees to:

- **Schedule and hold a “Welcome Call” with key campus leadership and EAB’s Strategic Leader** within the first 60 days of the Program Term to discuss top institutional priorities and the Forum service plan.
- **Schedule an “Annual Organization Planning Session” with key campus leaders in each subsequent year** to discuss updates to institutional priorities and the Forum service plan.

- Provide Strategic Leader and senior EAB research staff access to strategic plans, initiatives, working groups, and other information upon request to help inform service plan and enable service delivery.
- Arrange for campus leader to attend at least one (1) Executive Roundtable or Leadership Summit each Year (contingent on staff availability and travel budget).



Funding Certification Form


This form is required by the FIU Board of Trustees ("BOT") and/or a committee of the BOT as a condition for approval of items, containing a funding component, that come for approval before the Board and/or a BOT committee pursuant to the Delegations of Authority from the BOT to the University President or otherwise.

Item name/description: EAB Global Inc. Contract #PUR-06200 Renewal of Comprehensive Research Membership.

Funding Source(s):

Fund Code	Fund Code Description
331	Auxiliary Enterprises

This is to certify that the above item has been reviewed and approved, and to the best of our professional judgment and knowledge, the type of funding for the item is authorized by state law and Board of Governors Regulations, and the Trustees may reasonably and in good faith rely on this certification.


Elizabeth Bejar, Provost, Executive Vice President and Chief Operating Officer

Jan 14, 2025
Date

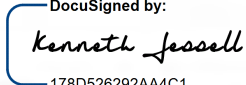

Aime Martinez, Chief Financial Officer and Senior Vice President

January 17, 2025
Date

DocuSigned by:

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Carlos B. Castillo, General Counsel

2/4/2025
Date

DocuSigned by:

178D526292AA4C1...
Kenneth A. Jessell, President

2/4/2025
Date

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Contract PUR-08378 for Podium Education Inc. for Regional and World Locations

Supplier Podium Education

Supplier Contact
Caroline Keating
512-810-8929
caroline@podiumeducation.com

Initial Term: May 03, 2024 – May 02, 2029

Renewal Options

Auto-renew for 3 years unless either party provides the other party with written notice of non-renewal at least six (6) months prior to the end of the then-current term.

General Scope of Work

FIU Global and the Office of Education Abroad (OEA) are requesting this contract to provide student access to the Global Career Accelerator Program (GCAP) offered by Podium Education. GCAP is a for-credit, online program that equips college students with in-demand skills, real-world experience, and a pathway to a successful career. Students gain hands-on experience with prominent industry tools while completing projects for brand partners like Charity: Water, Publicis Sapien, Intel, and The Grammys. The program integrates career preparation with soft skill development in communication, collaboration, and industry-leading intercultural competency training. They may also complete badges as part of participation. In addition, they work to complete projects within groups with students from all over the world. FIU Global and OEA became interested in this aspect. Fewer than half of college students, even fewer first-generation students, participate in impactful internships and/or study abroad. FIU Global researched the success of the program at other universities, such as USF, FAU, and ASU, and found that students that would not have an international opportunity benefited from this program and were highly recommended. The GCAP includes: Global LiveLabs; Live work simulations that prepare them for complex professional situations; strategies and scenarios to more effectively learn intercultural communication, and the opportunity to earn an Intercultural Specialist Badge upon completion. The course is pass/fail and FIU Global provides an instructor of record to follow student progress. Students pay tuition for the credits and are charged a fee of \$1,600 to participate. Podium is paid from the fee collected in an auxiliary created for the program.

• **Program Overview**

- Program Name: FIU Global Tech Experience
- Terms:
 - Summer 2024
 - Fall 2024
 - Spring 2025
- Location: Online
- Program Enrollment Schedule: Enrollment will be based on a rolling admission following the launch of Program promotion and marketing. The University will share enrollment weekly with the Provider to ensure students onboard into the online platform on a timely basis.

- **Party Responsibilities**

- **Provider Responsibilities:** Provider will create and carry out Program promotion targeted towards building awareness of the Program and generating a flow of marketing registrations from prospective students. To do this, Provider will develop a written plan and appropriate marketing materials for the Program. After review of the plan by the University, Provider will execute this plan. Provider will liaise with University's Information Technology Office on the designing of the digital assets for the marketing page. IT will work with Provider on the creation of a marketing page with University subdomain. Related to Program execution, the Provider will make its technology platform, digital content and support services available to Participants during the course of the Program. Participants will have access to academic and non-academic support services within the platform to assist with completion of the Program.
- **University Responsibilities:** University will assign prefix and number to each academic course as part of the Program. The course codes shall be accessible for students from across campus to register for the Program via traditional registration processes. University agrees to work with Provider on the creation of a subdomain that enables Provider to design a marketing landing page to attract prospective students. The marketing landing page will expire on an agreed upon date no more than 30 days after the conclusion of the program unless both parties agree to continue the program in future years.

- **Program Tuition and Fees**

- **Program Fees:** University will charge students for the Program. For its Platform, Program promotion and other services, Provider will receive \$1800 for each Participant enrolled in the Program.
- **Invoicing and Billing Dates:** All payments to Provider are due within thirty (30) days from the date invoices are received. Invoices are generated two-weeks after the beginning of the course, also known as the census date. Provider may suspend access to the Platform immediately upon notice if University fails to pay any amounts hereunder at least thirty (30) days past the applicable due date. Payment obligations are non-cancelable and any amounts paid to Provider are non-refundable.
- **Refund Policies:** A Participant may withdraw on or before the Program Start Date with no financial penalty. Refund policies will differ as follows depending on the length of the term:
 - For a full-semester Program in the Fall or Spring, Participants may withdraw 1-14 days after the Program Start Date with no financial penalty. If a Participant withdraws after 14 days from the Program Start Date, 100% of the Provider fees will be due.
 - For the truncated Program in the Summer, Participants may withdraw 1-7 days after the Program Start Date with no financial penalty. If a Participant withdraws after 7 days from the Program Start Date, 100% of the Provider fees will still be due.

Pricing: \$2,400,000 (Estimated 100 students each semester (fall, summer, spring) at \$1600 each for 5 years)

Insurance Requirement

- Provider will, during the term of this Agreement, maintain in force the following insurance coverage at its own cost and expense: (a) Statutory Worker's Compensation and Employer's Liability as required by state law with a minimum limit of \$1,000,000 each accident / \$1,000,000 each disease / \$1,000,000 policy limit per occurrence, Disability and Unemployment Insurance, and all other insurance as required by law, including Employer's Liability Insurance with limits of no less than \$1,000,000 per occurrence, or any amount required by applicable law, whichever is greater; (b) Commercial General Liability, on an occurrence basis, including premises-operations, product completed-operations, broad form property damage, contractual liability, independent contractors and personal liability, with a minimum combined single limit of \$1,000,000 per occurrence, naming University as an additional insured; and (c) Professional Errors and Omissions coverage covering the Platform, with coverage limits of not less than \$2,000,000 per claim or per occurrence/ \$2,000,000 aggregate, placed either on an "occurrence" basis or on a "claims made" basis.

Termination

- Upon giving thirty (30) days of written notice to the vendor, FIU may terminate the Agreement, at any time, with no further obligation to the vendor, other than to pay for any goods received or services rendered in compliance with the Agreement prior to the effective date of termination. FIU shall not be liable for any early terminations charges.

Department Contact Information

Name and Department: Julissa Castellanos, Regional and World Locations

Phone: 305-919-5708

Email: castellj@fiu.edu

Purchasing Contact

Name: Elsa Alfonso, Procurement




Phone: 305-348-2161

Email: ealfonso@fiu.edu

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**PODIUM EDUCATION
MASTER PROGRAM SERVICES AGREEMENT**

This Program Services Agreement (this "Agreement") is between Podium Education, Inc., a Delaware corporation, having an office at 1512 South Congress Ave, Austin, TX 78704 ("Provider"), and Florida International University (FIU) and its Office of Regional and World Locations, with an address of 11200 SW 8th Street Miami, Florida 33199 ("University"), and is effective as of 05/03/2024 (the "Effective Date"). Provider and University are each referred to herein as a "Party" and, together, as the "Parties".

 Board of Trustees   DS
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Provider has developed and makes available its technology, content and promotion platform ("Platform") and University desires to offer educational programs, through Provider (each, a "Program" and collectively, "Programs"), whereby students of University participate in college-level courses designed to provide an online global learning experience (collectively, "Services"). The provision of such Services is subject to the terms below and attached Terms and Conditions of Service and Exhibits (all of which shall be considered part of the Agreement).

Term: This Agreement will commence from the Effective Date for a term of five (5) years.

Scope of Services: The Parties shall mutually agree upon Scopes of Services, similar to that which is set forth in Exhibit A. Each particular Scope of Services will govern the particular Program to which the Scope of Services applies. In the event of a conflict between the terms and conditions set forth in the body of this Agreement and any Scopes of Services, the terms and conditions of this Agreement will take precedence over any conflicting terms and conditions in the Scope of Services, provided that if the Scopes of Services expressly amends by section a term of this Agreement, such amendment will take precedence and be valid.

Program Fees & Payment Terms: Program fees for each Program ("Fees") and Payment Terms shall be set forth in a Scope of Services executed by the parties.

Contact Information:

For University: Julissa Castellanos
Assistant Vice President
Regional & World Locations
FIU
castellj@fiu.edu
305-919-5700

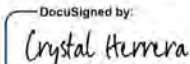
For Provider: Chris Parrish
President
University Partnerships
Podium Education
chris@podiumeducation.com
512-746-8315

IN WITNESS WHEREOF, the parties, with the intent to be legally bound hereby, have caused this Agreement to be executed by their respective duly authorized representatives.

The attached Supplemental Addendum is hereby incorporated by reference

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~~University~~ Florida International University
Board of Trustees

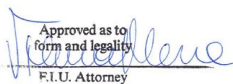
Signature: 

Name: Crystal Herrera
Title: Interim Director of Procurement
Date: 5/3/2024

Podium Education, Inc.

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Signature:
Name: Chris Parrish
Title: President, University Partnerships
Date: 5/3/2024


Approved as to form and legality
F.I.U. Attorney

Terms and Conditions of Service

1. **Proprietary Rights and Confidentiality**

1.1 University Intellectual Property (IP).

(a) *Definition.* University IP means the name “Florida International University”, or other trade name, trademark, design or logo owned by the University and used in connection with the Program.

(b) *Ownership.* As between University and Provider, University will own and retain all right, title and interest to the University IP.

(c) *License.* University hereby grants to Provider the non-exclusive right to use, during the term of this Agreement, the University IP in connection with the Program, including Provider’s marketing and promotion of the Program. Provider may extend the foregoing license rights to its contractors and service providers solely so they may provide services to Provider in a manner consistent with Agreement.

1.2 Provider Intellectual Property (IP).

(a) *Definition.* Provider IP means the Platform and all related intellectual property rights, including Provider-developed projects, user interface designs, micro sites, and other marketing content; contact information for leads not provided by the University, and any information Provider collects that relates to any individual or the performance, security, stability or usage of the Platform.

(b) *Ownership.* As between Provider and University, Provider will own and retain all right, title and interest to the Provider IP. To the extent University obtains any right, title or interest (including any copyrights or other intellectual property rights) in or to any Provider IP, University hereby assigns all such right, title and interest to Provider.

(c) *License.* Provider hereby grants to University the non-exclusive right to access and use the Platform, during the term of this Agreement, solely for University’s delivery of the Program as set forth in this Agreement.

1.3 Confidentiality.

(a) Announcements. Neither party will, without the prior consent of the other, make any public statement or announcement regarding this Agreement, without the advance consent of the other party, except as may be necessary to comply with the requirements of any applicable law, governmental order or regulation or legal proceeding. However, Provider may confidentially disclose this Agreement to actual or potential financing sources or acquirers, and University may disclose this Agreement to the extent required under applicable law.

(b) Confidential Information. Each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party’s prior written consent, except as otherwise permitted hereunder. However, either party may disclose Confidential Information (a) to its employees, officers, directors, attorneys, auditors, financial advisors and other representatives who have a need to know and are legally bound to keep such information confidential by confidentiality obligations consistent with those of this Agreement; and (b) as required by law (in which case the receiving party will provide the disclosing party with prior written notification thereof, will provide the disclosing party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law. Neither party will disclose the terms of this Agreement to any third party, except that either party may confidentially disclose such terms to actual or potential lenders, investors or acquirers. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section or Section 1.4, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement.

1.4 Platform Restrictions. University will not directly or indirectly:

- (a) reverse engineer, decompile, disassemble, modify, create derivative works of or otherwise create, attempt to create or derive, or permit or assist any third party to create or derive, the source code underlying the Platform;
- (b) attempt to probe, scan or test the vulnerability of the Platform, breach the security or authentication measures of the Platform without proper authorization or willfully render any part of the Platform unusable;
- (c) use or access the Provider IP to develop a product or service that is competitive with Provider' products or Product or engage in competitive analysis or benchmarking;
- (d) otherwise use the Provider IP outside the scope expressly permitted hereunder.

2. Data Use, Ownership and Privacy.

2.1 As between the Parties, University will own, or retain all of its rights in, all data and information that University provides to Provider, as well as all data and information managed by Provider on behalf of University, including all output, reports, analyses, and other materials relating to, derived from, or generated pursuant to this Agreement, as well as all data obtained or extracted through University's or Provider use of such data or information (collectively, "University Data"). University Data also includes all data and information provided directly to Provider by University students, and includes personal data, metadata, and user content.

2.2 Provider is deemed an agent and/or school official of the University in relation to compliance with the Family Educational Rights and Privacy Act (FERPA). Provider acknowledges and agrees that: (a) University is contracting with Provider for institutional services (b) Provider will be performing an institutional service for which University otherwise would use University employees; (c) Provider will be under the direct control of University with respect to personally identifiable information contained in education records (as that term is defined in FERPA) concerning University students that come into the possession, custody or control of Provider; (d) Provider is subject to and will comply with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and the Family Educational Rights and Privacy Act Regulations (34 CFR Part 99), as amended or otherwise modified from time to time (collectively, "FERPA"), governing use and disclosure of personally identifiable information from education records (as that term is defined by FERPA), including without limitation the requirements of 34 CFR § 99.33(a); (e) if Provider receives a demand or request for information from an education record, Provider will inform University, follow University's directions in responding, and make and maintain a record of any disclosure it makes in accordance with FERPA; and (f) Provider will not disclose any personally identifiable information obtained from an education record without University's prior approval.

2.3 University Data will be University's Intellectual Property and Provider will treat it as University's confidential and proprietary information. Provider will not use, access, disclose, license, or provide to third parties any University Data, except as authorized by University. Without limitation, Provider will not use any University Data, whether or not aggregated or deidentified, for marketing, profiling, or benchmarking, without, in each case, University's prior written consent. Provider will not, directly or indirectly: (a) attempt to reidentify or deaggregate deidentified or aggregated information; or (b) transfer deidentified or aggregated information to any third party unless that third party agrees not to attempt reidentification or deaggregation. For University Data to be considered deidentified, all direct and indirect personal identifiers must be removed, including names, ID numbers, dates of birth, demographic information, location information, and school information. Upon termination of the Agreement or upon request by University, Provider will deliver, destroy, and/or make available to University any or all University Data.

2.4 University will provide the Provider with access to information regarding current University students. Student information will include name, address, phone number, email address and such other information as may be mutually agreed upon by the Parties from time to time. Information released to the Provider under this provision will be held confidential and subject at all times to the Agreement.

2.5 Notwithstanding the foregoing, if this Agreement allows Provider to provide aggregated and deidentified data to third parties, then Provider may provide such data solely to the extent allowed in this Agreement, and, unless otherwise stated herein, only if such data is aggregated with similar data of others (i.e., is not identified as University).

2.6 During the Term of this Agreement, and for as long as each Party is in possession of University Data, both Parties agree that they will securely maintain and use University Data in accordance with reasonable data and privacy standards and will obtain all sensitive data, personal data, and personally identifiable data (PII) legally. Provider shall obtain all requisite consents from its employees to allow Provider to provide the PII to University for use in accordance with the terms of this Agreement.

2.7 **Information Security.** All systems, software, services, and devices that store, transmit, or otherwise process University Data (each, a "System") must be designed, managed, and operated in accordance with information security best practices and in compliance with all applicable laws, rules, and regulations. Provider utilizes Amazon Web Services ("AWS") to store and manage University Data. A partial list of assurance programs by which AWS complies include: 1) SOC 1/ISAE 3402, SOC 2, SOC 3, 2) FISMA, DIACAP, and FedRAMP, 3) PCI DSS Level 1 and 4) ISO 9001, ISO 27001, ISO 27017, ISO 27018.

3. Term and Termination

3.1 **Term.** The term of this Agreement will commence on the Effective Date and continue for 5 years from the Effective Date, unless earlier terminated as set forth below. The term of this Agreement will auto renew for successive 3-year renewal terms, unless either party provides the other party with written notice of non-renewal at least six (6) months prior to the end of the then-current term.

3.2 **Termination.** Either party may terminate this Agreement upon written notice in the event (a) the other party commits any material breach of this Agreement and fails to remedy such breach within sixty (60) days after written notice of such breach or (b) subject to applicable law, upon the other party's liquidation, commencement of dissolution proceedings or assignment of substantially all its assets for the benefit of creditors, or if the other party become the subject of bankruptcy or similar proceeding that is not dismissed within sixty (60) days.

3.3 **Survival.** Upon expiration or termination of this Agreement all rights and obligations will immediately terminate except that any terms or conditions that by their nature should survive such termination will survive, including the terms and conditions relating to proprietary rights, confidentiality, Platform restrictions, disclaimers, indemnification, limitations of liability and termination and the general provisions below.

3.4 **Effect of Termination.** In addition, upon any expiration or termination of this Agreement, Provider and University will allow each Program Student to continue using the Platform to complete all individual courses in the Program that such Program Student has actually commenced prior to the such termination (except to the extent that such Program Student does not finish such course within twelve (12) months following such expiration or termination), and Provider will be entitled to receive all amounts due hereunder for such courses.

4. Warranties and Disclaimers

4.1 **Compliance with Laws.** Each party will comply with all applicable federal, state and local laws and regulations applicable to it.

4.2 **University.** University represents and warrants that (i) it is an institution of higher education chartered by the laws of Florida; (ii) this Agreement has been duly executed and delivered by University and constitutes the legal, valid and binding obligation of University, enforceable in accordance with its terms; and (iii) the delivery and performance of this Agreement does not and will not conflict with, result in the breach of, constitute a default under any contract to which University is bound.

4.3 **Provider.** Provider represents and warrants that:

(a) (i) it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware; (ii) this Agreement has been duly executed and delivered by Provider and constitutes the legal, valid and binding obligation of Provider, enforceable in accordance with its terms; and (iii) the delivery and performance of this Agreement does not and will not conflict with, result in the breach of, constitute a default under any contract to which Provider is bound;

(b) there are no known financial, legal or any other type of liabilities encumbering Provider that by themselves individually or in the aggregate are likely to substantially adversely affect Provider's ability to perform its obligations according to the terms of this Agreement; and

(c) Provider will provide the Platform in accordance with prevailing industry standards and in a professional and workmanlike manner.

4.4 **DISCLAIMERS.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Indemnification

5.1 **Indemnity by Provider.** Provider will defend University against any claim, demand, suit, or proceeding ("**Claim**") made or brought against University by a third party alleging that the use of the Platform as permitted hereunder infringes or misappropriates a patent, copyright or trade secret and will indemnify University for any damages finally awarded against (or any settlement approved by Provider) University in connection with any such Claim. If the use of the Platform by University has become, or in Provider's opinion is likely to become, the subject of any claim of infringement, Provider may at its option and expense (i) procure for University the right to continue using and receiving the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing (with comparable functionality); or (iii) if the options in clauses (i) or (ii) are not reasonably practicable, terminate this Agreement and provide a pro rata refund of any prepaid fees corresponding to the terminated portion of the applicable subscription term for which fees are prepaid (if any). Provider will have no liability or obligation with respect to any Claim if such Claim is caused in whole or in part by (A) compliance with designs, guidelines, plans or specifications provided by University; (B) use of the Platform by University not in accordance with this Agreement; (C) modification of the Platform by or on behalf of University; (D) University IP or (E) the combination, operation or use of the Platform with non-Provider applications, product(s) or services where the Platform would not by itself be infringing. This Section states Provider's sole and exclusive liability and obligation, and University's exclusive remedy, for any claim of any nature related to infringement or misappropriation of intellectual property.

5.2 **Indemnification by University.** University will defend Provider against any Claim made or brought against Provider by a third party alleging that the use of any University IP as permitted hereunder infringes or misappropriates a patent, copyright or trade secret and will indemnify Provider for any damages finally awarded against (or any settlement approved by University) Provider in connection with any such Claim.

6. Limitation of Liability

To the maximum extent permitted by law, under no legal theory, whether in tort, contract, or otherwise, will either party be liable to the other under this agreement for (a) any indirect, special, incidental, consequential or punitive damages of any character, including damages for lost profits, content or data, even if a representative of such party has been advised, knew or should have known of the possibility of such damages, or (b) excluding a party's indemnification obligations, any direct damages, costs, or liabilities in excess of the amounts paid by University hereunder during the twelve (12) months preceding the incident or claim.

7. General

7.1 **Insurance.** Provider will, during the term of this Agreement, maintain in force the following insurance coverage at its own cost and expense: (a) Statutory Worker's Compensation and Employer's Liability as required by state law with a minimum limit of \$1,000,000 each accident / \$1,000,000 each disease / \$1,000,000 policy limit per occurrence, Disability and Unemployment Insurance, and all other insurance as required by law, including Employer's Liability Insurance with limits of no less than \$1,000,000 per occurrence, or any amount required by applicable law, whichever is greater; (b) Commercial General Liability, on an occurrence basis, including premises-operations, product completed-operations, broad form property damage, contractual liability, independent contractors and personal liability, with a minimum combined single limit of \$1,000,000 per occurrence, naming University as an additional insured; and (c) Professional Errors and

Omissions coverage covering the Platform, with coverage limits of not less than \$2,000,000 per claim or per occurrence/\$2,000,000 aggregate, placed either on an “occurrence” basis or on a “claims made” basis.

7.2 Assignment; Delegation. Neither party hereto may assign or otherwise transfer this Agreement, in whole or in part, without the other party’s prior written consent, except that either party may assign this Agreement without consent to a successor to all or substantially all of its assets or business related to this Agreement. Any attempted assignment, delegation, or transfer by either party in violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the parties and their successors and assigns.

7.3 Amendment; Waiver. No amendment or modification to this Agreement, nor any waiver of any rights hereunder, will be effective unless assented to in writing by both parties. Any such waiver will be only to the specific provision and under the specific circumstances for which it was given, and will not apply with respect to any repeated or continued violation of the same provision or any other provision. Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

7.4 Relationship. Nothing contained herein will in any way constitute any association, partnership, agency, employment or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.

7.5 Unenforceability. If a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Agreement will remain in full force and effect and bind the parties according to its terms.

7.6 Governing Law. This Agreement will be governed by the laws of Florida, exclusive of its rules governing choice of law and conflict of laws. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

7.7 Notices. Any notice required or permitted to be given hereunder will be given in writing by personal delivery, certified mail, return receipt requested, or by overnight delivery. Notices to the parties must be sent to the respective address set forth in the signature blocks below, or such other address designated pursuant to this Section.

7.8 Entire Agreement. This Agreement comprises the entire agreement between University and Provider with respect to its subject matter, and supersedes all prior and contemporaneous proposals, statements, sales materials or presentations and agreements (oral and written). No oral or written information or advice given by Provider, its agents or employees will create a warranty or in any way increase the scope of the warranties in this Agreement.

7.9 Force Majeure. Neither Party will be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control (“*Force Majeure Event*”), including earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared), cyber attacks (e.g., denial of service attacks), or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree.

7.10 Interpretation. For purposes hereof, “including” means “including without limitation”.

Exhibit A - SCOPES OF SERVICES – THE GLOBAL TECH EXPERIENCE

This Scope of Services is issued pursuant to the Program Services Agreement (“Agreement”) between Podium Education, Inc. (“Provider”) and Florida International University (FIU) and its Office of Regional and World Locations the (“University”), dated as of _____. The Agreement, the Terms and Conditions of Services and this Scope of Services shall all be considered part of the Agreement), and the terms and conditions specified therein shall be applicable to the services provided under this Scope of Services (the “Services”).

The University shall retain control of the academic content of the Program. Provider will provide services and support for University’s students.

1. Program Overview

- a. Program Name: FIU Global Tech Experience
- b. Terms:
 - i. Summer 2024
 - ii. Fall 2024
 - iii. Spring 2025
- c. Location: Online
- d. Program Enrollment Schedule: Enrollment will be based on a rolling admission following the launch of Program promotion and marketing. The University will share enrollment weekly with the Provider to ensure students onboard into the online platform on a timely basis

2. Party Responsibilities

- a. Provider Responsibilities: Provider will create and carry out Program promotion targeted towards building awareness of the Program and generating a flow of marketing registrations from prospective students. To do this, Provider will develop a written plan and appropriate marketing materials for the Program. After review of the plan by the University, Provider will execute this plan. Provider will liaise with University’s Information Technology Office on the designing of the digital assets for the marketing page. ITO will work with Provider on the creation of a marketing page with University subdomain. Related to Program execution, the Provider will make its technology platform, digital content and support services available to Participants during the course of the Program. Participants will have access to academic and non-academic support services within the platform to assist with completion of the Program.
- b. University Responsibilities: University will assign prefix and number to each academic course as part of the Program. The course codes shall be accessible for students from across campus to register for the Program via traditional registration processes. University agrees to work with Provider on the creation of a subdomain that enables Provider to design a marketing landing page to attract prospective students. The marketing landing page will expire on an agreed upon date no more than 30 days after the conclusion of the program unless both parties agree to continue the program in future years.

3. Program Tuition and Fees

- a. Program Fees: University will charge students for the Program. For its Platform, Program promotion and other services, Provider will receive \$1800 for each Participant enrolled in the Program.
- b. Invoicing and Billing Dates: All payments to Provider are due within thirty (30) days from the date invoices are received. Invoices are generated two-weeks after the beginning of the course, also known as the census date. Provider may suspend access to the Platform immediately upon notice if University fails to pay any amounts hereunder at least thirty (30) days past the applicable due date. Payment obligations are non-cancelable and any amounts paid to Provider are non-refundable.
- c. Refund Policies: A Participant may withdraw on or before the Program Start Date with no financial penalty. Refund policies will differ as follows depending on the length of the term:

- i. For a full-semester Program in the Fall or Spring, Participants may withdraw 1-14 days after the Program Start Date with no financial penalty. If a Participant withdraws after 14 days from the Program Start Date, 100% of the Provider fees will be due.
- ii. For the truncated Program in the Summer, Participants may withdraw 1-7 days after the Program Start Date with no financial penalty. If a Participant withdraws after 7 days from the Program Start Date, 100% of the Provider fees will still be due.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the respective dates entered below.

Contact Information:

For University:	Julissa Castellanos Assistant Vice President Regional & World Locations FIU castellj@fiu.edu 305-919-5700	For Provider:	Chris Parrish President University Partnerships Podium Education chris@podiumeducation.com 512-746-8315
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IN WITNESS WHEREOF, the parties, with the intent to be legally bound hereby, have caused this Agreement to be executed by their respective duly authorized representatives.

~~University~~ Florida International University
Board of Trustees

By:
Name:
Title:
Date:

Podium Education, Inc.

By:
Name: Chris Parrish
Title: President, University Partnerships
Date:

1. Incorporation by Reference. The Florida International University Board of Trustees (“FIU”) and the undersigned (“Vendor”) hereby incorporate this Supplemental Addendum - Software (“Addendum”) into the agreement between FIU and Vendor (the “Agreement”). If this Addendum conflicts with the Agreement terms, this Addendum shall control.

2. Payment. Vendor shall submit bills for compensation for goods, services and/or expenses in detail sufficient for a pre-and post-audit; invoice requirements are available on FIU’s Office of the Controller’s Payment Services [website](#). FIU shall make payment in accordance with [FIU-2202 – Prompt Payment](#). If FIU does not issue payment within forty (40) days of receipt of a proper invoice, FIU may pay Vendor an interest penalty at the rate established pursuant to § 55.03(1), F.S., if the interest exceeds one dollar. Vendors experiencing payment problems may contact Accounts Payable at (305) 348-3889. FIU’s performance and obligation to pay is contingent upon the legislature’s annual appropriation; FIU will give notice to Vendor of the non-availability of funds when FIU has knowledge thereof. FIU will be responsible for paying only for any goods/services it receives; Vendor must refund any payment for goods/services that are unused upon the termination of the Agreement. FIU is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. Vendor is responsible for and shall pay any taxes due under the Agreement. FIU may require Vendor to accept payments via FIU’s EFT/ACH payment process. If Vendor is making any payment to FIU, Vendor shall pay timely and not offset any amounts.

3. Relationship of the Parties. Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other. Vendor represents and warrants that it is not on the Convicted Vendor List (see § 287.133, F.S.). Vendor hereby assumes all risks attributable to the willful or negligent acts or omissions of Vendor and its officers, employees, agents and subcontractors or persons otherwise acting at the instance of Vendor, in furtherance of fulfilling Vendor’s obligations.

4. FIU’s Information. Vendor acknowledges and agrees that: (a) all documents, data, studies, materials, information, or other intellectual property furnished to Vendor by FIU or FIU’s affiliates in connection with the Agreement, and (b) all reports, studies, plans, deliverables, strategies, materials and other documents and information developed or prepared for FIU in connection with the Agreement, or which reflect any of the documents, studies, materials information, or other intellectual property furnished to Vendor by FIU (collectively, (a) and (b) are referred to as the “Information”) are and shall remain at all times confidential, proprietary, and the sole property of FIU. FIU shall retain all rights, title and interest in the Information. Vendor agrees that it shall not use the Information and will not share it with its employees, except as necessary to Vendor’s performance under the Agreement. Vendor shall not disclose the Information to third parties unless it obtains FIU’s written consent to such disclosure. In the event Vendor is required by subpoena, law or other judicial or administrative process to disclose the Information, Vendor shall (i) provide FIU with prompt notice thereof; (ii) consult with FIU on taking steps to resist or narrow such disclosure; (iii) furnish only that portion of the Information that is responsive to the request; (iv) comply with the requirements of all Privacy Laws (defined below); and (v) reasonably cooperate with FIU in any attempt that FIU may make to obtain an order or other reliable assurance that confidential treatment will be accorded. Upon termination of the Agreement or upon request by FIU, Vendor shall promptly return the Information.

5. Public Records. FIU is subject to Chapter 119 of the Florida Statutes, commonly known as the Florida Public Records Law. The Agreement, this Addendum, and any related documents and/or correspondence shall also become a public record subject to the Public Records Law, regardless of any confidentiality provision outlined in the Agreement. FIU may respond to public records requests without providing Vendor any notice. FIU may unilaterally cancel the Agreement for Vendor’s refusal to allow public access to all public records that were made or received in conjunction with the Agreement. This provision shall survive termination or expiration of the Agreement. Additionally, Vendor shall comply with all applicable requirements of the Public Records Laws, particularly if Vendor is a “Contractor” as defined under § 119.0701, F.S.: (a) Keep and maintain public records required by FIU to perform the service; (b) Upon request by FIU, provide the public with access to public records on the same terms and conditions that FIU would provide the records and at a cost that does not exceed the cost provided in the public records laws, or as otherwise provided by law; (c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to FIU all public records in possession of Vendor upon termination of the Agreement (or upon request by FIU) and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to

FIU in a format that is compatible with FIU’s information technology systems. **IF VENDOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119 TO VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS, VENDOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 348-1377, recordsmanagement@fiu.edu, BY MAIL AT 11200 S.W. 8th ST., GL 460, MIAMI, FLORIDA 33199.**

6. Intellectual Property. Vendor represents and warrants that its hardware, software and any related systems, documentation and/or services related thereto (collectively, the “IP”) furnished by Vendor to FIU will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Vendor will, at its expense, defend any suit brought against FIU and will indemnify FIU against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against FIU by settlement or final judgment of a court that is based on a claim that Vendor’s IP infringes an intellectual property right of a third party. FIU will provide reasonable cooperation in the defense of the suit at Vendor’s expense. Such defense and indemnity shall survive termination or expiration

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of the Agreement and Vendor’s liability for the above is not limited by any limitation of liability clauses in the Agreement. In the event an injunction or order shall be obtained against FIU for the use of Vendor’s IP or if in Vendor’s opinion the IP is likely to become the subject of a claim of infringement or violation of a copyright, trademark, trade secret, or other proprietary right of a third party, Vendor shall, at its expense: (a) Procure for FIU the right to continue using the IP; or (b) at no additional cost to FIU, replace or modify the IP so that it becomes non-infringing, but only if the modification or replacement does not adversely affect the specifications of the IP or its use by FIU. If neither (a) nor (b) above is practical, Vendor shall remove the IP from FIU and shall issue a refund for the IP to FIU, less reasonable depreciation. Thereafter, any license involved shall be canceled. FIU may distribute any information or service based upon, generated by, or involving the use of the IP as long as the IP is not distributed to individuals outside of FIU. FIU may create and retain a copy of the IP and related documentation for back-up and disaster recovery purposes, and for archival purposes for use after the termination and/or expiration of the Agreement.

7. Indemnity. Vendor will indemnify, defend and hold harmless FIU, the FIU Board of Trustees, the State of Florida, the Florida Board of Governors, and their officers, employees, and agents from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which may arise in any manner or are alleged to have arisen, from) the acts, omissions, negligence or misconduct of Vendor or its officers, employees, agents, representatives or subcontractors in connection with or related to (a) Vendor’s operations, activities, business and/or services or (b) Vendor’s occupancy or use of the FIU premises. FIU will provide reasonable cooperation in the defense of the suit at Vendor’s expense. Vendor’s indemnification obligations shall not be limited by any limitation of liability outlined in the Agreement. Such defense and indemnity shall survive termination or expiration of the Agreement. **Nothing in the Agreement shall be construed as a waiver of sovereign immunity nor as an indemnification of Vendor by FIU, and then such indemnification is limited to the express terms of §768.28, F.S.**

8. Compliance. In the performance of the Agreement, Vendor shall at its own expense, at all times during the term:

- Permits:** have all applicable permits, licenses, consents, and approvals necessary to perform its obligations under the Agreement;
 - General:** comply with all applicable federal, state, local and FIU laws, rules, regulations, and ordinances and all other governmental requirements.
 - Section 889 Compliance Certification:** comply with § 889 of the McCain National Defense Authorization Act (prohibition against use of covered telecommunications equipment);
 - Privacy:** comply with any and all applicable state and federal laws and FIU policies and procedures governing the use and/or safe-keeping of confidential, highly sensitive, and/or personally identifiable or protected health information (as may be defined by state or federal law), including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach Bliley Act, the Federal Trade Commission’s Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003), [FIU Policy 1110.032 – Preventing Identity Theft on Covered Accounts](#), and [FIU Procedure 1930.021 – Data Stewardship](#) (collectively, “Privacy Laws”). Vendor shall obtain in advance all necessary permissions and consents required in regards to its collection and/or receipt of any such information. In the event that FIU will share with or provide access to Vendor of any protected health information (“PHI”), as that term is or may be defined by state or federal law, FIU and Vendor shall, pursuant to [FIU Policy 1660.015](#), enter into a separate business associate agreement which will govern the use of the PHI (in lieu of this provision). Vendor agrees to include all such terms and conditions contained in any subcontractor or agency contracts providing services on behalf of Vendor;
 - Federal funds.** If FIU has entered into an agreement with the United States of America, or any Department thereof, and the Agreement is in furtherance of the commitments and/or requirements of such federal agreement or funds, Vendor agrees to comply with the terms contained in FIU’s [Federally Funded Projects Addendum](#), found at <https://generalcounsel.fiu.edu/contract-forms/>, herein incorporated by this reference;
 - PCI-DSS:** as may be applicable, deliver all services in full compliance with the most recent version of the Payment Card Industry Data Security Standard (PCI-DSS) in effect at the time of service delivery. Vendor will treat all FIU provided infrastructure and resources as public and non-secure, regardless of measures FIU may choose to put in place. Vendor will also maintain all required qualifications and periodically furnish proof of ongoing compliance in the form of an Attestation of Compliance to demonstrate to FIU that Vendor is continuously operating in full compliance with PCI-DSS and is not relying on FIU for any aspect of that compliance. If Vendor loses any required certification or the certification lapses, Vendor shall immediately notify FIU, and FIU will have an option to terminate this contract and receive a refund for unrendered services; and
 - E-Verify:** All terms defined in §448.095, Fla. Stat., are adopted and incorporated into this provision. Pursuant to §448.095, Fla. Stat., Vendor certifies that it is registered with and uses the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of this Agreement. If Vendor enters into a contract with a subcontractor to perform work or provide services pursuant to this Agreement, Vendor shall likewise require the subcontractor to comply with the requirements of §448.095, Fla. Stat., and the subcontractor shall provide to Vendor an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of the contract. FIU may terminate this Agreement immediately upon notice to Vendor for any violation of this provision.
- 9. General Provisions.**
- Warranties.** Vendor, at a minimum, warrants that the IP, the goods, and/or the services to be provided by Vendor will be free of any material defects and will operate and conform to

FLORIDA INTERNATIONAL UNIVERSITY

- the specifications provided in all material aspects throughout the term of the Agreement. This warranty shall be in addition to any warranties provided in the Agreement.
- b. **Publicity.** Vendor shall not make any announcements relating to the Agreement, nor shall Vendor use FIU's name, trademarks, logos or marks, without the prior written approval from FIU's External Relations department in each instance.
- c. **Insurance.** FIU, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by FIU. Any provision requiring FIU to provide or acquire insurance coverage other than such self-insurance shall not be effective. Vendor shall have and maintain the types and amounts of insurance that, at minimum, will cover Vendor's (or subcontractor's) exposure in performing the Agreement and name FIU as additional insured and be primary and non-contributory on Vendor's policies (except for workers' compensation & professional liability). All policies shall be in a form and with deductible limits reasonably satisfactory to FIU, with insurance companies reasonably approved by FIU and authorized to do business in the State of Florida. Certificates of all insurance shall be deposited with FIU prior to the date of the Agreement. All insurance policies and certificates shall contain a provision that it will not be cancelled without giving FIU thirty (30) days' written notice prior to the effective date of cancellation. Timely renewal certificates will be provided to FIU as coverage renews. Vendor, for and on behalf of itself and each of its insurers, hereby waives any and all rights of subrogation against FIU for any loss or damage arising from any cause covered by any insurance required to be carried under the Agreement by any other insurance actually carried by Vendor. Vendor shall provide copies of any insurance policies upon request by FIU. If the professional liability coverage is provided on a claims-made basis, then such insurance shall continue for three (3) years following the expiration or termination of the Agreement. The insurance shall have a retroactive date of placement by the effective date of the Agreement. If the coverage is canceled or non-renewed and not replaced with another similar claims-made policy form, the Vendor must purchase Extended Reporting ("Tail") coverage for a minimum of three (3) years following the expiration or termination of the Agreement.
- d. **Third Parties.** FIU is not liable for the acts of third parties or the consequences of the acts of third parties. There shall be no third party beneficiary to the Agreement.
- e. **Governing Law.** The Agreement is governed by the laws of the State of Florida without regards to any conflicts of law principles. Exclusive venue of any actions arising out of the Agreement shall be in Miami-Dade County, Florida. FIU is entitled to the benefits of sovereign immunity, including from taxation.
- f. **Travel Expenses.** If FIU is responsible for reimbursing Vendor for travel expenses pursuant to the Agreement, bills shall be subject to, and shall be submitted by Vendor in accordance with, § 112.061, F.S. and [FIU Policy 1110.060 – Travel: University Travel Expense Policy](#). FIU reserves the right not to pay travel expenses unless FIU approves such expenses in advance, in writing. FIU has the right to make travel arrangements for Vendor.
- g. **Lobbying.** Vendor is prohibited from using funds provided under the Agreement to lobby the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.
- h. **Conflicts.** Vendor represents that it is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements thereof, and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Vendor certifies that its directors and/or principal officers are not employed and/or affiliated with FIU unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section shall be grounds for termination of the Agreement.
- i. **Termination.** Upon giving at least thirty (30) days' written notice to Vendor, FIU may terminate the Agreement, at any time, with no further obligation to Vendor, other than to pay for any goods received or services rendered in compliance with the Agreement prior to the effective date of termination. FIU shall not be liable for any early termination charges.
- j. **Records.** Vendor agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities under the Agreement. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under the Agreement. FIU or its authorized agent shall have the right to audit and inspect such records from time to time during the term of the Agreement, upon reasonable notice to Vendor.
- k. **Deletion.** Any term and/or condition in the Agreement on the following subject matters are hereby deleted in their entirety and declared null and void: (a) Grants of exclusivity by FIU to Vendor; (b) Restrictions on the hiring of Vendor's employees; (c) FIU's responsibility to pay intangible taxes, property taxes, or sales taxes; (d) FIU's tort liability; (e) Automatic renewals of the term of the Agreement; (f) Limitation of time to bring suit; (g) Limitation of Vendor's liability; (h) that FIU performs reporting functions and/or maintains certain types of operations (i) Granting Vendor any right to audit FIU; (j) Attorneys' or collection fees provisions; (k) Arbitration and mediation clauses; and (l) Indemnification of Vendor by FIU.
- l. **Modification/Assignment/Binding Effect/Waiver.** The Agreement may be modified, altered, or amended only by written agreement signed by both FIU and Vendor. Except for any subcontracting or delegation expressly agreed to in writing by both parties, Vendor shall not assign, transfer, delegate, subcontract, or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any right or obligation under the Agreement, without the prior written consent of FIU, which shall not be unreasonably withheld. Any such unapproved assignment, subcontracting or transfer is void. No subcontracting or other delegation shall in any event relieve Vendor of any obligation or liability under the Agreement. The Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective permitted successors and assigns. No waiver by a party of any provision or breach of the Agreement shall be deemed to have been made unless the same is in writing,

and no waiver of any provision or breach of the Agreement shall be deemed a waiver of any other provisions or breach. A party's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act.


10. Secure Protection and Handling of Data Network Security: To the extent applicable to Vendor's performance under the Agreement, Vendor agrees at all times to maintain network security that, at a minimum, includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Vendor further agrees:

- a. **Network Standards:** to use at least those standards that FIU applies to its own network, pursuant to [FIU Policy 1910.010 - University Wireless Network Infrastructure](#);
- b. **Data Security:** to protect and maintain the security of FIU data with protection that is at least as good as or better than that maintained by FIU. These security measures include maintaining secure environments that are patched and up-to-date with all appropriate security updates pursuant to [FIU Policy 1930.020 - Information Technology Security](#);
- c. **Data Transmission:** that any and all transmission or exchange of system application data with FIU and/or any other parties expressly designated by FIU, shall take place via secure means, e.g., HTTPS or FTPS;
- d. **Data Storage:** that any and all FIU data will be stored, processed, and maintained solely on designated target servers and that no FIU data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless medium is in part of Vendor's designated backup and recovery process. Furthermore, all data shall be stored in the United States or other jurisdictions approved by FIU in writing and shall not be transferred to any other countries or jurisdictions without the prior written consent of FIU;
- e. **Domain Encryption:** that any websites hosted by Vendor on behalf of FIU shall be on an encrypted domain in compliance with the minimum security standards pursuant to [FIU Policy 175.150 - Digital Communications Standards Policy](#);
- f. **Data Encryption:** to store any FIU backup data as part of its designated backup and recovery process in encrypted form, using no less than 256 bit key;
- g. **Password Protection:** that any portable or laptop computer that resides at any FIU facility, has access to a FIU network, or stores any non-public FIU data is equipped with strong and secure password protection;
- h. **Data Re-Use:** that all data exchanged shall be used expressly and solely for the purpose enumerated in the Agreement. Data shall not be distributed, repurposed or shaped across other applications, environments, or business units of Vendor. Vendor further agrees that no FIU data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by FIU;
- i. **Data Destruction:** that, upon termination of the Agreement, it shall erase, destroy, and render unreadable all FIU data from all computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the termination of the Agreement or within seven (7) days of the request of an agent of FIU, whichever shall come first; and
- j. **Notification and Data Breaches:** to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification in accordance therewith. In the event of a data breach of any Vendor's security obligations or other event requiring notification under applicable law (a "Notification Event"), Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable laws and to indemnify, hold harmless and defend FIU against any claims, damages, or other harm related to such Notification Event.

11. No counterparts; Signatures. The Agreement may not be executed in counterparts. This Agreement may be signed electronically and such electronic signatures shall constitute an original for all purposes. The parties represent and warrant that any person signing the Agreement electronically has the authority to do so and that such electronic signature shall be sufficient to bind Vendor. This Agreement shall be considered signed if/when a party's signature is delivered by facsimile or e-mail transmission of a ".pdf" format date file, including via DocuSign. Such signature via DocuSign shall be treated in all respects as having the same force and effect as an original signature.

By signing below, Vendor's duly authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below.

VENDOR: Podium Education

By: 

Name: Christopher Parrish

Title: Co-founder & President

Date: 4/7/24

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2024 Impact Report

FIU Global Career Accelerator

Celebrating Our First Term

FIU PROGRAM SNAPSHOT

**"It was quite literally
life-changing for me."
-Fall 2024 FIU Student**



ENROLLMENT OVERVIEW

Most students are juniors and seniors (73%), focusing on either Digital Marketing (43%) or Data Analytics (33%). The program attracts students from all kinds of majors, including Psychology, Communications, International Business, and Computer Science.



STUDENT SUCCESS

The numbers speak for themselves - students love the program, especially when it comes to the professional skills, real-world experiences, and the instructional team



PROGRAM INNOVATION

We've rolled out some exciting new initiatives this year, including our CareerBase Platform and Upwork partnership, which have opened up over 300 job opportunities for our students.



STUDENT IMPACT

Students love the program (8.8/10) and are putting it to work - 131 active users on CareerBase have submitted 31 applications! They're rating their job confidence at 8.9/10, skills growth at 9.1/10, and 91% would recommend us to friends.



PARTNERSHIP GOALS

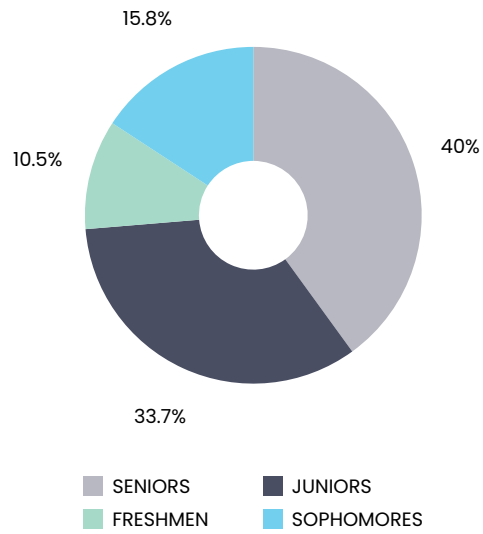
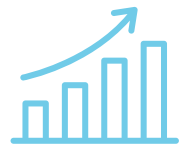
The good news? Students are thriving and loving the program! The challenge? While we've got 190 amazing students from all kinds of backgrounds, we know we could be reaching way more. We're making great progress on impact, but we can be doing more to reach the program's full potential.



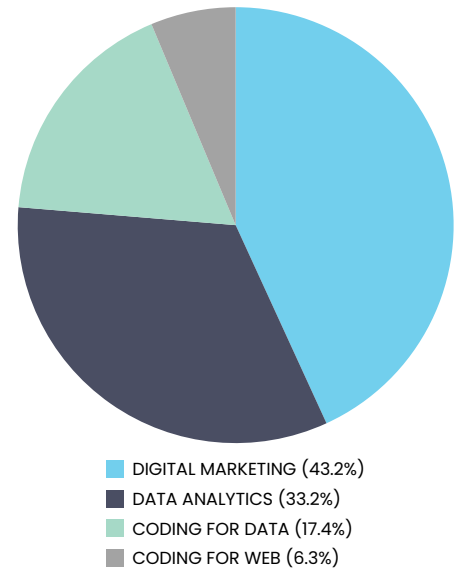
LOOKING AHEAD

The data's exciting - preliminary data at a similar institution shows students who did the program are graduating at rates 7-15% higher than average. Imagine the impact we could have if we made the program available to more students, especially those who might be struggling! Two key ways to open those doors: making it more affordable and connecting it with different degree paths.

FIU ENROLLMENT OVERVIEW



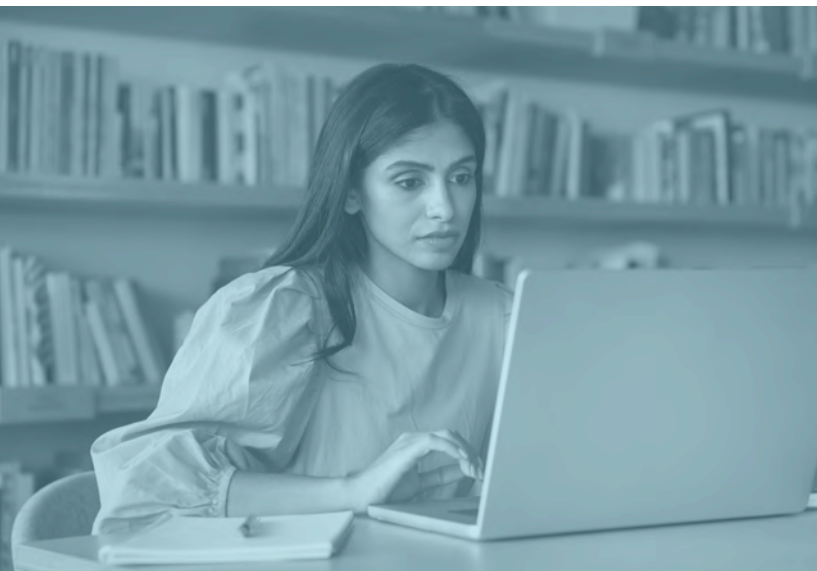
ACADEMIC YEARS



TOP TRACKS

190

TOTAL STUDENTS



LEADING MAJORS

1. Psychology
2. Communications
3. International Studies
4. Computer Science
5. Marketing



"I really appreciated the skills that I gained. I feel a lot more confident in my skills and in getting jobs than at the start."

–Fall 2024 FIU Student

"My favorite parts were the interactive classes, the help, good lessons and assignments giving us hands on practice"

–Fall 2024 FIU Student

"I liked the structure of learning then applying the knowledge in milestones."

–Fall 2024 FIU Student

"I loved how the program took something very challenging and simplified it."

–Fall 2024 FIU Student



CAREER DEVELOPMENT NETWORK

- Launched CareerBase - a career platform offering alumni networking events, expert AMAs, and job opportunities.
- Integration with Untapped expands our global industry partner network, providing real-world opportunities.



INTEGRATION OF PAID PROJECTS

- Upwork collaboration enables students to earn income and build portfolios through paid freelance projects.
- Students gain real-world experience alongside studies, boosting job market competitiveness.

300+

CURATED JOB OPPORTUNITIES





TOP PROGRAM
OUTCOMES

1 Motivating & Beneficial

2 Supportive Environment

3 Professionally Applicable

9.1

SKILL DEVELOPMENT

8.6

JOB CONFIDENCE

8.8

OVERALL PROGRAM RATING



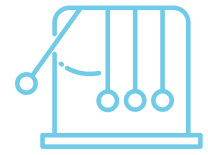
91%

WOULD RECOMMEND TO A FRIEND



"I loved everything! The LiveLabs were so much fun and have provided me with confidence that I can pursue this career.

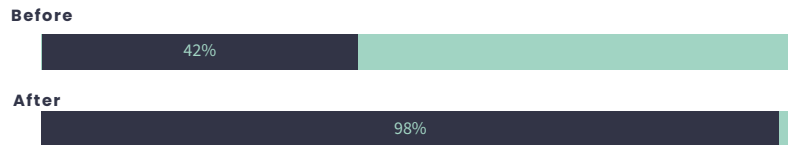
-Fall 2024 FIU Student



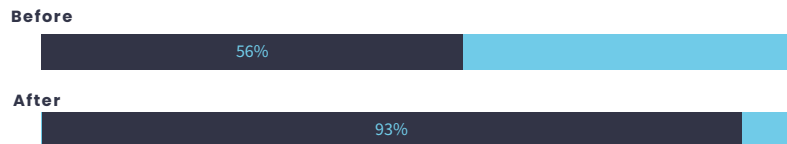
GLOBAL CAREER READINESS



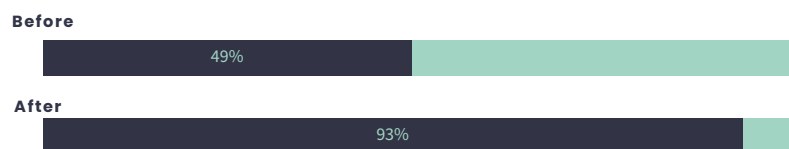
"I understand why intercultural development is important in my field."



"I manage my emotions and stress response when conflict arises in teams."



"I am able to suspend my judgement when interacting across cultural differences."



131

ACTIVE STUDENTS ON
CAREER BASE

31

JOB APPLICATIONS



ACCESS

- ✓ Successfully launched with 190 students over the first semester
- ✓ Diverse student participation across all academic years and many majors
- ✓ 3.5% of undergrad population expressed interest in the program



IMPACT

- ✓ 8.8/10 program satisfaction rating
- ✓ 91% of students would recommend to peers
- ✓ Students demonstrated significant growth in Intercultural Competence

"This was a great time and I feel like I learned enough to feel comfortable working in these fields."

—Fall 2024 FIU Student



PARTNERSHIP GROWTH VISION

EXPANDING ACCESS TO DRIVE GRADUATION RATES



- **Research Shows Program Impact:** Students completing the Global Career Accelerator demonstrate 7-15% higher retention rates, based on preliminary data from a major partner institution
- **Growth Potential:** Increasing program accessibility could significantly boost retention among at-risk students



Simplify Enrollment Process

- **Current:** Students must apply through Education Abroad who needs to dedicate resources to managing the student interest.
- **Proposed Solution:** Move to a Podium-based application that mirrors the current one
- **Result:** Reduced workload on FIU staff and increased number of students who are able to participate



Increasing Program Reach

- Expand list of students who receive the announcement about the program
- Meet with advisors across campus to earn their buy-in and discuss how this program can fit into students' degree plans



ABOUT US

At Podium Education, we ensure every student—regardless of major or background—has the chance to explore careers, build in-demand skills, and gain real-world experience.



FOR STUDENTS

Develop the skills, experience, and guidance needed to explore careers and land job offers.



FOR UNIVERSITIES

Enhance retention and career outcomes by seamlessly integrating experiential learning into the degree at scale.



FOR EMPLOYERS

Connect with diverse, well-prepared talent equipped with technical skills, communication abilities, and intercultural competencies.



Funding Certification Form

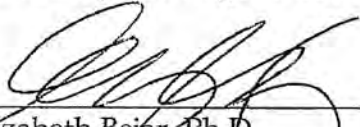
This form is required by the FIU Board of Trustees ("BOT") and/or a committee of the BOT as a condition for approval of items, containing a funding component, that come for approval before the Board and/or a BOT committee pursuant to the Delegations of Authority from the BOT to the University President or otherwise.

Item name/description: Contract PUR-08378 with Podium Education Inc.

Funding Source(s):

Fund Code	Fund Code Description
335	Continuing Education

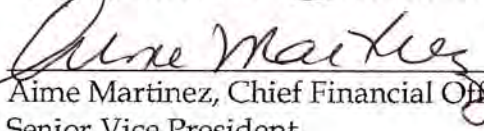
This is to certify that the above item has been reviewed and approved, and to the best of our professional judgment and knowledge, the type of funding for the item is authorized by state law and Board of Governors Regulations, and the Trustees may reasonably and in good faith rely on this certification.



 Elizabeth Bejar, Ph.D.
 Provost, Executive Vice President and COO

January 10, 2025

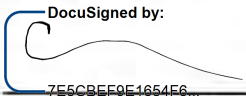
 Date



 Aime Martinez, Chief Financial Officer and
 Senior Vice President

January 17, 2025

 Date

DocuSigned by:


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 Carlos B. Castillo, General Counsel

2/4/2025

 Date

DocuSigned by:


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 Kenneth A. Jessell, President

2/4/2025

 Date

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Financial Summary Overview ¹
Fiscal Year 2024-25

	Year To Date				
	December 2024				
	Budget	Current Year Actual	Variance		
\$				%	
<i>(\$ in millions)</i>					
Revenue / Receipts					
University					
Educational and General (net) ²	\$ 392.2	\$ 396.1	\$ 3.9		1.0%
University	361.8	365.1	3.3		0.9%
College of Medicine	30.4	31.0	0.6		2.0%
FIU Self-Insurance Program	0.4	0.4	(0.0)		-5.0%
Auxiliary Enterprises	169.3	170.9	1.6		0.9%
Intercollegiate Athletics	18.6	19.2	0.6		3.2%
Activities and Service	14.9	15.7	0.8		5.4%
Technology Fee	8.2	8.7	0.5		6.1%
Board Approved Fees	0.2	0.1	(0.1)		-50.0%
Contracts and Grants	125.1	112.5	(12.6)		-10.1%
Student Financial Aid	158.7	148.3	(10.4)		-6.6%
Concessions	0.4	0.4	0.0		10.3%
Direct Support Organizations					
FIU Athletic Finance Corp.	3.4	4.3	0.9		25.8%
FIU Foundation Inc.	21.2	20.3	(0.9)		-4.0%
Contributions for University Support	20.5	19.6	(0.9)		-4.4%
Contributions and Operating Revenues	0.8	0.7	(0.1)		-12.5%
FIU Health Care Network	14.2	14.5	0.3		2.1%
FIU Research Foundation	-	-	-		0.0%
Interfund Adjustments ³	(4.7)	(4.7)	-		0.0%
Total Operating Revenues	\$ 922.1	\$ 906.7	(15.4)		-1.7%
University: Treasury (net) & Contracts & Grants	8.2	14.9	6.7		81.7%
DSO's: FIU Foundation Inc., AFC, HCN	12.9	17.9	5.0		38.8%
Total Investment Revenues	\$ 21.1	\$ 32.8	\$ 11.7		55.5%
Total Revenues / Receipts	\$ 943.2	\$ 939.5	(3.7)		-0.4%
Expenses					
University					
Educational and General (net)	\$ 319.4	\$ 284.6	\$ 34.8		10.9%
University	294.5	263.4	31.1		10.6%
College of Medicine	24.9	21.2	3.7		14.9%
FIU Self-Insurance Program	0.2	0.2	-		0.0%
Auxiliary Enterprises	127.9	119.7	8.2		6.4%
Intercollegiate Athletics	15.8	16.5	(0.7)		-4.4%
Activities and Service	10.1	8.4	1.7		16.8%
Technology Fee	8.4	6.9	1.5		17.9%
Board Approved Fees	0.1	-	0.1		100.0%
Contracts and Grants	114.2	118.1	(3.9)		-3.4%
Student Financial Aid	140.8	119.8	21.0		14.9%
Concessions	0.4	0.3	0.1		25.0%
Direct Support Organizations					
FIU Athletic Finance Corp.	1.6	1.4	0.2		9.9%
FIU Foundation Inc.	32.8	23.0	9.8		29.9%
University Program Support	26.7	18.7	8.0		30.1%
Operating Expenses	0.8	0.7	0.1		11.6%
FIU Health Care Network	7.1	4.3	2.8		39.4%
FIU Research Foundation	-	0.0	(0.0)		0.0%
Interfund Adjustments ³	(4.7)	(4.7)	-		0.0%
Total Expenses	774.1	698.5	75.6		9.8%
Principal Payment of Debt ⁴	-	-	-		0.0%
Change in Net Assets (incl. Investments)	\$ 169.1	\$ 241.0	\$ 71.9		42.5%
Change in Net Assets (excl. Investments)	\$ 148.0	\$ 208.2	\$ 60.2		40.7%

**Financial Performance Overview
Fiscal Year 2024-25**

Financial Highlights:

Real Timing

Operations - By Fund and Direct Support Organization

Educational and General Variance: Revenues \$3.9M, Expenses \$34.8M

I. University (ex-College of Medicine) Variance: Revenues \$3.3M, Expenses \$31.1M

Operating Revenues

State Appropriations:

- Amendments for distributions for lower risk management insurance premium, (\$0.1M)

(0.1) -

Tuition:

- Undergraduate base: student credit hour enrollment is 441 FTE or 1.9% above target; associated tuition revenues are below plan mainly due to less than anticipated non-resident transfer students somewhat offset by higher than anticipated enrollment of first-time-in-college (FTIC) students; timing variance is due to earlier than anticipated recording of tuition

(1.1) 1.0

- FIU Fully Online: Lower enrollment by 25 FTE or 0.6%, mainly less non-resident students, resulting in lower than planned net tuition revenue

(1.4) (0.3)

- Dual Enrolled: student credit hour enrollment is higher than target by 65 FTE or 6.0%; favorable revenue variance is driven mainly by unbudgeted revenues from in-state fee for on-campus dual enrolled students — tuition for off-campus, dual enrolled students is waived by statute

0.6 -

- Shorelight Enrollment (international students): 37.1% or 318 FTE higher than budgeted enrollment; net tuition revenue from progressed students is above plan

3.5 -

- Tuition differential: above target due to overall higher undergraduate enrollment and less than anticipated prepaid contract exclusions

2.6 -

- Graduate and Professional: student credit hour enrollment above target by 4.1% or 163 FTE, mainly higher enrollment across masters and professional programs in Law and Nursing, however tuition revenues remain on target due to less than anticipated non-resident students; timing variance is due to earlier than anticipated recording of tuition

0.0 0.6

- Incidental revenues are below target due to lower revenues from excess hour, application, late registration, and late payment fees slightly offset by higher repeat course fees.

(0.4) -

- Institutional financial aid and 30% differential tuition allocations are higher than target driven by higher tuition differential revenues

(0.3) -

- Slightly higher than anticipated bad debt allocation

- (0.1)

- Waivers are above target mainly due to timing of state appropriations for Programs of Strategic Emphasis waivers for Summer and Fall 2024 which have not yet been funded by the state, (\$2.7M), and earlier than anticipated distribution of FTIC waivers, (\$0.8M); offset by later than anticipated allocations of special talent, and graduate assistant/fellowship waivers, \$0.9M. The real favorable variance is due to less mandatory and non-resident waivers, \$1.2M.

1.2 (2.6)

Total Revenues Variance

\$ 4.7 \$ (1.4)

Operating Expenses:

The favorable expense variance of \$31.1M is comprised of real savings of \$11.5M and timing of \$19.6M.

Real savings of \$11.5M are mainly from vacant positions and personnel leave paid out of the fringe benefit pool, \$11.1M; in-unit savings which will be reallocated to cover anticipated additional Spring and Summer instructional costs, offset by prior year information system support costs incurred this fiscal year due to delayed approvals and higher than anticipated cloud service consumption, \$0.3M; and lower risk management insurance premium passthrough, \$0.1M.

\$ 11.5 \$ 19.6

The timing variance of \$19.6M is mainly due to later than anticipated spending on strategic initiatives and new appropriations, \$12.4M; Adam Smith Center for Economic Freedom, \$3.2M; professional services and advertising, \$2.1M; temporary employees, \$1.4M; later than anticipated university-wide salary increases, \$0.9M; other in-unit operating expenses such as materials and supplies, repairs and maintenance, utilities, and travel, \$0.8M; offset by earlier than anticipated payments for library subscriptions and memberships, (\$1.2M).

**Financial Performance Overview
Fiscal Year 2024-25**

Financial Highlights:

Real Timing

II. College of Medicine Variance: Revenues \$0.6M, Expenses \$3.7M

Net tuition revenue is higher than target due to higher than anticipated enrollment.

\$ 0.6 \$ -

The real favorable expense variance is driven mainly from vacant positions, \$2.4M, offset by other higher than anticipated university-wide bonuses and capital outlay expenses, (\$1.1M). The timing variance of \$2.4M is due to later than anticipated payments for professional services and software of \$2.8M, offset by earlier than anticipated payments for library subscriptions and memberships, (\$0.4M).

\$ 1.3 \$ 2.4

FIU Self-Insurance Program Variance: Revenues \$0.0M, Expenses \$0.0M

Operating Revenue fell below budget by \$18K due to lower than anticipated premium costs. Only sufficient funding needed to cover costs are provided.

\$ - \$ -

Operating expenses were below budget by \$30K driven by the timing of program administration charges.

\$ - \$ -

Auxiliary Enterprises Variance: Revenues \$1.6M, Expenses \$8.2M

Revenues are above plan by \$1.6M.

The real favorable variance of \$4.6M is comprised of a one-time capital investment from the food service partner for the new residential dining facility, \$3.8M; higher revenues in market rate programs and parking and student health fee revenues due to overall higher enrollment, \$1.4M; and material, equipment, and supply fee revenues, \$0.3M; offset by less service agreement revenue in FIU Online, (\$0.7M); and lower housing occupancy, (\$0.2M).

\$ 4.6 \$ (3.0)

The unfavorable timing variance of \$3.0M is due to delays in recording Panther TECH computer store revenues, (\$1.5M); delays in housing revenues, (\$0.8M); revenues from recharge centers which will occur later than anticipated, (\$0.7M); less shared services fee revenue due to timing of expenses, (\$0.6M); and lower revenues across several auxiliaries, (\$0.4M); offset by earlier than anticipated revenues for the South Beach Wine and Food Festival, \$0.6M, and timing of recording student health fee waivers for dual enrolled students, \$0.4M.

Expenditures are below budget due to real savings of \$1.9M and timing of expenditures of \$6.3M.

The real expense savings of \$1.9M are mainly due to vacant positions across all auxiliaries offset by higher than anticipated university-wide bonuses, \$2.5M, and higher fixed capital outlay expenses mainly in the Division of Information Technology, (\$0.6M).

\$ 1.9 \$ 6.3

The timing variance of \$6.3M is mainly due to later than planned maintenance and repairs costs in Housing and Residential Life, \$2.3M; and delays in operational expenses across several academic and other auxiliaries, \$4.0M.

Intercollegiate Athletics Variance: Revenues \$0.6M, Expenses -\$0.7M

The revenue variance of \$0.6M is mainly due to higher Intercollegiate Athletic Fee revenues from higher student credit hour enrollment, \$1.0M, and later than anticipated receipt of other revenues, (\$0.4M).

\$ 1.0 \$ (0.4)

Real, higher expenses of \$0.1M are due to unbudgeted university-wide bonuses, consulting services, and executive search expenses for a new head football coach, (\$0.6M), offset by less personnel related costs as the budgeted anticipated impacts of the new Fair Labor Standards Act did not materialize, \$0.5M. The unfavorable timing variance of \$0.6M is due to earlier than anticipated scholarship expenses, (\$1.8M), offset by timing of game expenses, recruiting and team travel, \$1.2M.

\$ (0.1) \$ (0.6)

Student Activity and Service Variance: Revenues \$0.8M, Expenses \$1.7M

Operating revenues are above target due to higher Student Activity and Service Fee revenues from higher student credit hour enrollment, \$0.9M; slightly offset by timing of various other revenues, (\$0.1M).

\$ 0.9 \$ (0.1)

Expenses are below target primarily due to savings of \$1.7M driven by vacant positions and less temporary personnel, \$1.0M, and other expenses, \$0.7M, mainly in student centers and buildings, student services, Student Government Association, and student groups and clubs.

\$ 1.7 \$ -

**Financial Performance Overview
Fiscal Year 2024-25**

Financial Highlights:

Real Timing

Technology Fee: Revenues \$0.5M, Expenses \$1.5M

Operating revenues are higher than plan due to higher Technology Fee revenues from higher student credit hour enrollment, \$0.5M. \$ 0.5 \$ -

Expenses are below target due to real savings from vacant positions, \$0.1M, and delayed spending on projects, \$1.4M. \$ 0.1 \$ 1.4

Board Approved Fees: Revenues -\$0.1M, Expenses \$0.1M

Revenues are below plan by \$96K or 54%, due to less than anticipated students reaching the minimum eligibility threshold of seventy credit hours to be assessed the Bar Test Prep Fee. \$ (0.1) \$ -

Expenses are below plan due to later than anticipated payments to the third-party service provider. \$ - \$ 0.1

Contracts and Grants Variance: Revenues -\$12.6M, Expenses -\$3.9M

Sponsored Research:

The unfavorable variance in revenues of \$2.8M is due to lower than planned revenue across federal and state sources of sponsored projects slightly offset by higher revenues from other sources of sponsored research, (\$3.4M), offset by timing of anticipated revenue from the Aquarius Reef Base and other revenues, \$0.7M. \$ (3.4) \$ 0.7

Expenditures are above budget by \$5.8M mainly due to higher than expected commitments against Facilities and Administrative (F&A) returns spent by the colleges, units, centers, and researchers, (\$9.8M), offset by lower expenses across federal and other sponsored projects, \$4.0M. \$ (5.8) \$ -

External Contracts:

Revenues are under plan by \$9.9M due to unanticipated revenues in the College of Nursing and Health Sciences for contributions from a healthcare partner for student scholarships, \$0.5M; offset by delays in receiving DSO reimbursements of expenses, in addition to pending revenues for incidental contracts, (\$10.4M). \$ 0.5 \$ (10.4)

Expenses are below budget by \$1.9M, of which \$0.5M is due to real, less DSO reimbursements due to personnel cost savings, \$0.5M, and later than anticipated expenses that will be reimbursed by the FIU Foundation Inc. and incidental contracts, \$1.4M. \$ 0.5 \$ 1.4

Student Financial Aid Variance: Revenues -\$10.4M, Expenses \$21.0M

Student Financial Aid revenue is below target by \$10.4M or 7%. The real variance of (\$19.6M) is due to less than anticipated Pell grant awards due to less eligible students and lower awards per student, (\$19.8M) — the Pell grant budget estimates were based off the SAI Modeling Tool created by the National Association for Student Financial Aid Administrators (NASFAA); slightly offset by higher than anticipated revenues in other sources of Financial Aid, \$0.2M. The remaining timing variance of \$9.2M, is due to earlier than anticipated revenue disbursements from the state for Bright Futures awards and Florida Student Assistance Grant (FSAG), \$14.8M; offset by pending reimbursement of Pell Grant awards, (\$5.1M), and later than anticipated revenues from other sources of financial aid, mainly donor-related scholarships, (\$0.5M). \$ (19.6) \$ 9.2

Student Financial Aid expenses are below target by \$21.0M or 15%. The real, favorable variance of \$20.1M is due to less than anticipated Pell Grant awards, \$19.7M, and Bright Futures awards, \$0.4M. Additionally, the favorable timing variance of \$0.9M is driven by later than anticipated Florida Student Assistance Grant (FSAG) awards, \$1.9M, offset by earlier than anticipated Federal Work Study expenses, (\$1.0M). \$ 20.1 \$ 0.9

The positive change in net position of \$29.0M is \$10.6M above target and is mainly due to earlier than anticipated receipt of Bright Futures awards and Florida Student Assistance Grant (FSAG) disbursements from the state, offset by delayed reimbursements for Pell Grant awards and earlier than anticipated Federal Work Study expenses.

**Financial Performance Overview
Fiscal Year 2024-25**

Financial Highlights:

	<u>Real</u>	<u>Timing</u>
Concessions Variance: Revenues \$0.0M, Expenses \$0.1M		
Operating revenues are on target.	\$ 0.0	\$ -
The favorable variance against budget of \$102K is mainly due to lower administrative overhead from vending operations and less administrative expenses associated with housing laundry commissions, \$43K, and timing of \$59K due to later than anticipated expenses on student-related events funded by Housing laundry commissions.	\$ 0.0	\$ 0.1
FIU Athletic Finance Corp. Variance: Revenues \$0.9M, Expenses \$0.2M		
Operating revenues are higher than projected due to the stadium naming rights agreement for the now named Pitbull Stadium, which was finalized in August 2024, \$1.1M; partially offset by support from the FIU Foundation Inc. to cover the debt service ratio which will not be needed this year, (\$0.6M). The timing variance of \$0.4M is due to earlier than planned Intercollegiate Athletic Fee revenue.	\$ 0.5	\$ 0.4
Operating expenses are lower than budget as the loan modification in November 2024 resulted in a change in when debt service interest payments are due.	\$ -	\$ 0.2
FIU Foundation Inc. Variance: Revenues -\$0.9M, Expenses \$9.8M		
The unfavorable revenue variance is driven by the timing of cash contributions for scholarships and programs, (\$0.7M), and contributions for several colleges, (\$0.2M).	\$ -	\$ (0.9)
The real, favorable expense variance of \$0.7M is due to savings in FIU Foundation Inc. from vacant positions. The favorable timing variance of \$9.1M is mainly due to expenditures in support of the university for scholarships and programs expenses, \$3.7M, and delays in capital project expenses, \$4.3M; additionally lower than budgeted expenses in the Foundation operations of \$1.0M are driven by less professional services and expenses associated with subsidiaries of the FIU Foundation Inc.	\$ 0.7	\$ 9.1
FIU HealthCare Network Variance: Revenues \$0.3M, Expenses \$2.8M		
Operating revenues are \$0.3M higher than estimates due to higher than expected net patient revenue.	\$ 0.3	\$ -
Expenses are \$2.8M lower than planned due to due to the timing of the startup of Graduate Medical Education (GME) and research activities which are expected to ramp up by the end of the fiscal year.	\$ -	\$ 2.8
FIU Research Foundation Variance: Revenues \$0.0M, Expenses \$0.0M		
Revenues are on target.	\$ -	\$ -
Operating expenses are higher than budget by \$5K due to earlier than budgeted accounting expenses.	\$ -	\$ (0.0)

Net Investment Returns: \$11.7M

[University Treasury](#) investments fiscal year-to-date returns are 2.6% representing investment revenues of \$14.5M. Net investment revenues of \$13.8M — comprised of \$8.5M of realized investment earnings, \$6.0M of unrealized gains, and Treasury operating expenses of \$0.7M — are \$5.6M above plan. Additionally, investment income and unrealized gains in [Contracts & Grants](#), related to a National Institutes of Health grant invested as an endowment with the FIU Foundation Inc. are \$1.1M above target.

[FIU Foundation Inc.](#) investments fiscal year-to-date returns are 3.4% or \$17.4M, generating a favorable variance of \$4.7M. Investment returns for the full fiscal year were budgeted at 6.0%, or \$25.4M. Investment earnings of \$0.4M in the [FIU HealthCare Network](#) are \$0.2M higher than estimated. Additionally, investment earnings of \$0.1M in the [FIU Athletic Finance Corp.](#) are \$0.1M higher than estimated.

**Financial Performance Overview
Fiscal Year 2024-25**

Financial Highlights:**Real Timing****Notes:**

- ¹ *The financials presented above reflect the state budgeting methodology which differs from full accrual financial statements. The following have the most significant impact:*
- *Depreciation of Assets: For budgeting purposes equipment purchases are fully expensed in their acquisition year, therefore depreciation is not included in the budget.*
 - *Unrealized gains and losses: The investment gains / losses are recognized as revenues in the budget however GASB accounting principles require that it be recorded as a non-operating revenue / expense.*
- ² *E&G revenues include State Funding and Tuition and are net of waivers, uncollectible amounts and 30% Financial Aid need-based amounts per Florida Board of Governors (BOG) regulation. Any differences between E&G Revenues and Expenses will be funded from prior year balances carried forward.*
- ³ *Interfund transfers have been included resulting in higher revenues and expenses by fund allowing for an individual fund performance analysis. The interfund adjustments eliminate this double counting. However, interfund transactions such as tuition funded by scholarships and auxiliary services provided to other units have not been eliminated. Since revenues and expenses are equal, the interfund adjustments are the same for both.*
- ⁴ *Principal payment of debt reflected above per Florida Board of Governors (BOG) requirement that debt service payments be shown on a cash basis.*



**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Finance and Facilities Committee
February 13, 2025**

Reports (*For Information Only – no action required*)

Scott Carr, Athletic Director

Fundraising Report

FIU Foundation, Inc. Unaudited Preliminary Recap Through the Period Ended December 31, 2024 (in millions)			
	Budget	Actual	Variance
Revenues	\$813k	\$1M	\$200K

Favorable revenues due to contributions received in that were not budgeted until later in the year.

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Finance and Facilities Committee
 February 13, 2025

Athletics Finance Corporation

FIU Athletics Finance Corporation Unaudited Preliminary Recap Through the Period Ended December 31, 2024 (in thousands)			
	Budget	Actual	Variance
Revenues	\$3.4M	\$4.3M	\$924K
Expenses	\$1.2M	\$1.1M	\$100K

1. **Revenue:**
 - The favorable revenue results are primarily due to the naming rights deal finalized in Q1, which was not part of the original budget.
2. **Expenses:**
 - Strong efforts being made to reduce game related expenses and minimize unbudgeted items.
3. **Amended Budget:**
 - The AFC Board approved an amended budget for FY25 in October, which reflects the impact of the naming rights partner. However, this updated budget is not reflected in the current financials, as original budget is the basis of this comparison.
4. **Debt Service Ratio:**
 - No issues are anticipated with meeting the current debt service ratio, indicating financial stability.



February 13, 2025

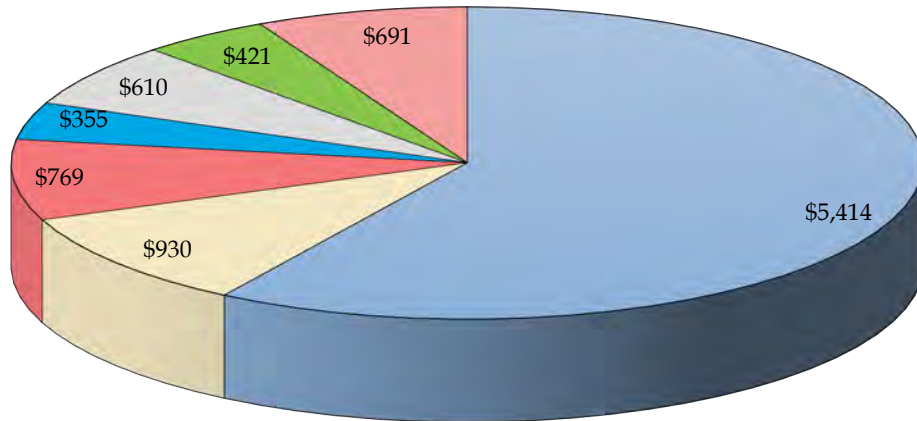
Business Services Report as of December 31, 2024

QUICK FACTS

The Office of Business Services (OBS) manages over 60 food and retail venues, beverage, and snack vending, FIU One Card program, fleet services, multi-use facilities, property management and advertising. Detailed information for all services, including hours of operation, may be found at shop.fiu.edu and on the FIU Mobile App under the “Places” link.

Revenue: Through the second quarter, ending December 31, 2024, OBS managed sales operations of \$28.9M, representing \$9.2M in revenue and support to FIU.

Operating Revenues by Business Segment \$9.2M through Dec. 31, 2024 (in \$000s)



■ Food Svcs ■ Bookstore ■ Retail ■ Vending ■ One Card ■ Vehicle Svcs ■ MARC

FOOD SERVICES

Food Services sales of \$15.1M generated \$5.4M in revenue and support to FIU. Commissions totaled \$1.7M and are ahead of plan by 11% and ahead of prior year by 10%. Food Services also received a one-time infusion of \$3.7M from Chartwells for the new Housing Dining Facility.

Events at 8th Street Campus Kitchen

At the 8th Street Campus Kitchen, several exciting and memorable events took place, each fostering community and connection. The Chicken Wings Bar Night offered a variety of flavors for our Panthers to enjoy, while the Sushi Teaching Kitchen, led by Divisional Chef Kristy Vasquez, had 99 students learning how to make sushi and savoring the fruits of their efforts. The Thankful for You! Dinner featured a traditional feast prepared by Chef Denisse and her team, where guests wrote messages of gratitude, creating a heartwarming atmosphere of unity and appreciation. Additionally, A Night at the Theatre and the Late Night Breakfast brought even more opportunities for students to relax and bond over food and fun, making these events a true celebration of togetherness.



Office of Business Services

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Boba Tea Launch at Mia's Shack

Mia's Shack launched its highly anticipated new Boba Teas, providing our Panthers with a refreshing and exciting array of beverages. With a wide selection of vibrant flavors and customizable toppings, these delightful drinks offer a sweet and fun twist to their regular menu options. To celebrate the launch, Mia's Shack offered boba tea for just \$1.99 during the first two weeks, and the promotion was an overwhelming success, with 732 boba teas sold in that short period. This launch has quickly become a favorite among students, adding a new, flavorful choice to their daily routines.



Orientations

Throughout November and December, Panther Dining had the pleasure of welcoming even more Panthers to campus, warmly greeting students and their families as they explored the vibrant FIU during orientation visits. Their team was on hand to provide helpful information about Panther Dining, ensuring visitors had all the details they needed. To make their experience even more memorable, Barnes & Noble and Chartwells offered a variety of exciting free giveaways, adding a special touch to their visit and leaving them with lasting positive impressions of our campus community.



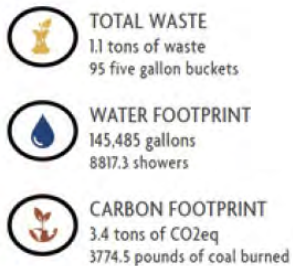
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Sustainability

Chartwells achieved impressive milestones in food recovery and waste management as they remain highly committed to sustainability efforts. In partnership with the Food Recovery Network, they successfully recovered 730 pounds of food from our dining operations, helping to reduce waste and provide for those in need. Additionally, they recycled 1,343 pounds of food waste for composting, contributing to a greener, more eco-conscious campus. Their efforts were further supported by the rental of 1,384 Reuse Pass containers, encouraging students to minimize single-use waste and embrace sustainable practices. These initiatives reflect their ongoing dedication to environmental responsibility and community support.

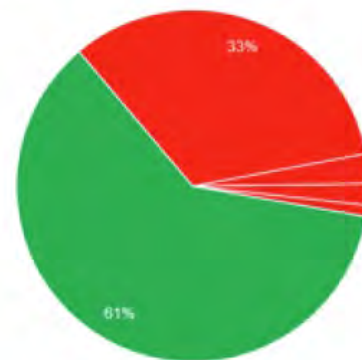
WASTE IMPACT



① These calculations are based on data from the ReFED Impact Calculator

KIND OF WASTE

Trim, Bones, Shells	61%		1343 lbs
Catering Leftovers	33%		730 lbs
Odds and Ends	3%		60 lbs
Whoops	2%		43 lbs
Overproduction	1%		23 lbs



WHERE IT WENT



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BOOKSTORE

Bookstore sales of \$9.8M generated revenue to FIU comprised of \$930K in commissions and support. Commissions are ahead of plan by 12% and ahead of prior year by 8%.

Barnes & Noble and FIU continued to offer the First Day® Inclusive Access Program, known as the FIU Panther Book Pack. This program is available to all undergraduate students and provides the option to pay \$20 per credit hour for all books and course materials. Participation rate for the Fall 2024 semester was 71% which is an outstanding capture rate when compared to the start of the program (51%). More importantly, students were ready with their materials on the first day of class. Since the program’s inception, students saved a total of \$19.3M. In a recent survey of students who used the program, 94% of students found the Panther Book Pack convenient to have course materials bundled and delivered through the program and 87% were likely to recommend the program to other students.

For more information on the Panther Book Pack program visit <https://shop.fiu.edu/bookpack-2>.

Semester	Semester Savings	Student Participation
Fall 2024	PENDING	71.0%
Spring 2024	\$2.8M	65.0%
Fall 2023	\$4.2M	66.5%
Spring 2023	\$2.3M	52.0%
Fall 2022	\$3.7M	52.5%
Spring 2022	\$3.0M	50.0%
Fall 2021	\$3.3M	51.0%



VENDING

Vending sales of \$817K generated commissions and support to FIU of \$355K. Year-to-date, vending commissions are ahead of plan by 3% and behind the prior year by -5%. Year-over-year variance is primarily due to lower commissions from Pepsi accruals from previous snack vendor posting in Q1 FY24.

There are over 200 machines across the Modesto A. Maidique Campus (MMC), Biscayne Bay Campus (BBC), and the Engineering Center (EC).

Pepsi Co.

Across MMC, BBC, and EC, vending sales of \$374K generated \$135K of commissions which are ahead of plan by 9% and behind the prior year by -4%.



Bettoli Vending



Bettoli Vending snack sales of \$443K generated commissions of \$220K, in-line with plan and behind prior year by -6%. Year-over-year variance is primarily due to accruals from previous vendor posting in Q1 FY24 resulting in higher revenues in FY24 compared to FY25. Vendor pays a minimum annual guarantee (MAG) at the beginning of the fiscal year.

RETAIL OPERATIONS AND PROPERTY MANAGEMENT

OBS manages over 20 internal and external retail operations across MMC and BBC. Retail sales of \$656K generated commissions of \$39K that is behind budget by -27% and behind prior year by -35%. Year-over-year variance is due to timing of semesterly revenues being reported and will be reflected in Q3. Rental income of \$730K was ahead of plan by 7% and in-line with prior year.

MARC BUILDING

Through Q2, MARC Building revenues of \$691K were ahead of plan by 12% and ahead of prior year by 1%. Building occupancy is at 100%.

Building Updates

MARC building envelope repairs have been completed. The work included stucco demolition, patching, sealing, and paint.



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VEHICLE SERVICES

Through Q2, Vehicle Services revenues of \$421K were behind plan by -3% and behind prior year by -3%. Variance is primarily a result of lower fuel revenue generation due to lower price of fuel being charged to departments compared to budgeted fuel revenues.



FIU ONECARD

The FIU One Card office maintained successful operations throughout the fall 2024 semester with approximately 8,700 new cards issued for students and faculty/staff. An additional 2,900 new cards were issued to our campus community totaling approximately 11,600 total cards issued at the end of Q2.

Through Q2, FIU One Card revenues are \$610K and ahead of plan by 13% and prior year by 4%. Student ID fees are ahead of plan by 9% and prior year by 2%.

MARKETING

shopFIU Listens

In the fall of 2019, shopFIU Consumer Insights launched the shopFIU Listens survey. This survey is a point-of-sale feedback portal that campus consumers can access via a QR code or on the shopFIU website. All entries are immediately shared with shopFIU consumer insights team who then share the feedback with respective operations managers and business partners. This speedy turnaround allows for any course correction to take place closer to the time of incidence. Since 2019, close to 2,100 responses have been collected. Year-over-year, responses have been on a steady increase as program awareness grows. In the spring of 2023, signage at the point of sale for the shopFIU Listens program was refreshed at all locations resulting in a 30% increase in entries submitted compared to the previous spring. Given the impact of signage refresh on program awareness, the shopFIU marketing team is currently planning an awareness campaign for spring 2025 that will leverage social media, video, and activation engagement to continue to grow awareness of and engagement with the program.

Targeted Email Marketing

A key initiative each semester for the team is a targeted email that we send to all graduates who have funds on their One Card. The objective is to remind students to use these funds at our locations before they graduate. Over time, we noticed that the open rate for communication had plateaued at 27%. Though an open rate of 17% is industry standard, we recognize that targeted campaigns of this nature tend to yield above average open and click rates. Therefore, in the Fall of 2024, the team decided to move the

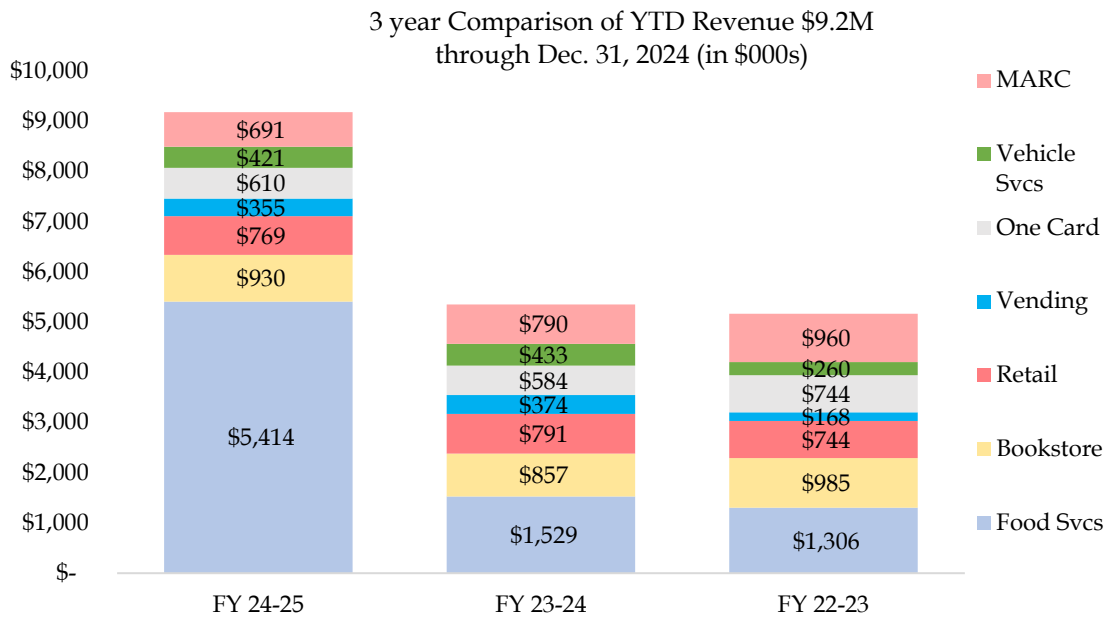
Office of Business Services

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target date of this communication up by 2 weeks. This resulted in a 40% open rate, the highest rate yet. The takeaway is that earlier and more frequent communications are key for this segment as the call to action involves the access and usage of funds they may not have been aware of prior to the communication.

3-YEAR COMPARISON OF YTD FIU REVENUE

Through the second quarter ended December 31, 2024, \$28.9M in sales generated revenue and support to FIU of \$9.2M.



FY25 food services includes a one-time revenue of \$3.7M related to the new housing dining facility. FY25 MARC revenues variance to FY24 was due to a one-time interdepartmental transfer that inflated revenues in Q2 FY24 by \$104K. FY25 compared to FY23 is the result of a reduction in the cost per square foot from \$25.94 to \$18.00 for all departmental tenants starting in January 2023.



February 13, 2025

Emergency Management Report as of January 10, 2025

Report (For Information Only – no action required)

FIU Alert Emergency Notification System Test

The spring test of FIU Alert will be conducted on January 28, 2025. A summary report will follow.

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THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Finance and Facilities Committee
February 13, 2025

FACILITIES AND CONSTRUCTION UPDATE AS OF JANUARY 31, 2025

Report *(For Information Only – no action required)*

Projects Completed

- None during this reporting period.

Projects under Construction (\$132.4M)

- **Innovation Building (Phase I) (BT-919)** – \$73.9M project consisting of \$38.9M in PECO funding, \$9.5M in unrestricted Treasury Auxiliary funds, \$6.7M in unrestricted Auxiliary, \$4.3M in E&G Carryforward, and \$14.5M in unrestricted Auxiliary Treasury bridge funding, with another \$15M earmarked from ORED for future build-out. A/E – Perkins+Will; CM – DPR Construction. The project is interdisciplinary focused on the nexus of engineering, academic health sciences, computer science and robotics. It will construct a new 120,695 gsf engineering building at the Modesto A. Maidique Campus (MMC) with classrooms, teaching labs, study space, research labs, offices, computer and instructional media spaces. The building will have 40% shell space intended to be built-out with private fundraising and sponsored research grant funding. Atrium feature wall installation is complete with floor polishing and finish work ongoing on all floors. Emergency and main switchboard equipment has been installed and building permanent power was activated on September 12, 2024. Campus chilled water was supplied to the building on October 11, 2024 allowing start-up and commissioning of the HVAC equipment to supply conditioned air throughout the building. Finish work and punch list work continue throughout the building. Additional fire protection work was required in the atrium soffits. Unfortunately, this work has extended the occupancy date of the building to April 21, 2025. 50% construction documents for the College of Medicine build-out of the 5th floor were received on January 9, 2025 and are with DPR for pricing. 100% construction documents are anticipated by mid-February 2025. The architect was released on January 25, 2024 to develop the selected concept for the plaza landscaping and hardscape up through design development. The design development package was received on April 26, 2024, Perkins + Will was authorized to proceed with

construction documents on September 30, 2024, and that work is in progress. Building completion and occupancy: April 21, 2025

- **Trish and Dan Bell Chapel (BT-927) / East Loop Road Realignment (BT-929) -** \$35.9M combined project budget consisting of \$25.9M in private funds dedicated to the chapel. \$5,332,756 in private funds for the chapel have been received as of January 17, 2025; another \$12,600,223 have been pledged totaling \$17,932,979. FIU Foundation has backed the remaining private funding needed to complete the project. FIU unrestricted treasury funds and FIU Foundation general reserve funds will be used as bridge funding if needed. The total cost of the roadway realignment component of the project is \$10.0M: \$3.44M in unrestricted Treasury Auxiliary Fund balances, \$3.0M in CITF funds, and \$3.52M in FY22-23 Deferred Maintenance funding for the expansion of the chilled water loop. A/E – Gurri Matute; CM – Moss & Associates. The project will build a multi-faith chapel with the capacity of up to 224 people to accommodate the plurality of faiths and perspectives at FIU while serving as a faith gathering place for worship, contemplation, spiritual strengthening, and mutual understanding. The road portion of the combined project has realigned part of the loop road to enhance traffic flow and improve the turning radius for large vehicles servicing the Graham Center. This project also created a larger available site area east of the Graham Center Ballrooms for expansion of the Graham Center as well as bus and VIP pick-up and drop-off access during Graham Center events. Work on the road commenced on November 16, 2022 and finished on October 7, 2023. Work on the building began with excavation and concrete pours for building foundations on January 25, 2024. Beam, column, and shear wall concrete work is complete. Structural steel erection began September 18, 2024 and precast concrete panel erection started on December 2, 2024 and is expected to finish by February 28, 2025. Roof metal decking and rough mechanical, electrical, and plumbing installation have begun throughout the building. Given the complexity of the design, the additional coordination necessary between the A/E team, CM, and the precast concrete and structural steel vendors, the project schedule has slipped three months with substantial completion now scheduled for August 5, 2025. Monthly progress meetings with the Bells continue. Anticipated delivery date: August 5, 2025.
- **College of Arts, Sciences & Education (CASE) Renovation (BT-931) -** \$9.74M PECO funded project budget (\$7.15M FY21-22 and FY22-23 Section 152 American Rescue Plan Act (ARPA) funding, \$2.59M E&G CF). A/E – Rodriguez Architects, Inc.; CM – Thornton Construction. The 30-year-old 61,783 square foot Computing, Arts, Science and Education (CASE) building consists of seven (7) classrooms, seven (7) teaching labs, sixty-one (61) research labs and one hundred forty-four (144) offices. Recent assessment reports indicate that repair and replacement of deteriorated building enclosure components, windows, doors, and louvers are critically needed. Replacement of the deteriorating central air conditioning system is crucial for a healthy indoor environment and to control energy costs. Thornton Construction

mobilized on site June 21, 2024 and started HVAC infrastructure replacement work in the hallways and common areas. After extensive coordination with the building users, storefront and window replacement work in select offices and labs started July 29, 2024 and continues with door frame replacement, drywall repair and touch-up painting on the first floor in various locations during the month of January. Delivery date: August 25, 2025.

- **Primera Casa Hardening Project (FM 18-0351)** - \$4.35M project consisting of a \$3,260,396 FEMA Hazard Mitigation Grant (HMGP) award and \$1,086,799 FIU Board of Trustees Carryforward Reserve funding as cost share. A/E - Salz Michelson Architects; CM - Stobs Brothers Construction. The project will replace 17,350 SF of windows and 200 SF of doors and louvers at PC with current code-compliant, impact resistant assemblies. The project will also harden the existing roof by replacing 2,450 linear feet (LF) of edge nailers and flashing, 2,689 SF of roofing, doors, and skylights on four (4) stairwell roof enclosures, and replace 2,800 LF of lightning protection on the roof parapet. Existing rooftop HVAC equipment will also be reinforced with new tie-down cables. The CM agreement was executed on March 25, 2024. Stobs has completed the material submittal approval process and has ordered the long lead-time material. Stobs started roof work on October 21, 2024 and will finish this portion of the work by the end of January 2025. Glazing has been delivered and installation will begin on the east side of the building on January 20, 2025. Delivery date: October 3, 2025.
- **Wind-Only Physical Design Testbed (WOPDT) (BT-947)** - \$8.53M Sponsored Research funded project. A/E - Perkins + Will; CM - Stobs Bros. Construction. The project will serve as a physical prototype for testing certain novel components at full scale which will be included in a National Full-Scale Testing Infrastructure for Community Hardening in Extreme Wind, Surge, and Wave Events (NICHE) facility. The WOPDT is designed to physically simulate wind hazards at the intensities required to faithfully reproduce extreme wind events impacting the built environment. This construction project on the Engineering Campus will provide the foundational infrastructure for the system design, delivery and site assembly of the WOPDT equipment being installed by the University's contracted partner Aerolab Research Wind Tunnel, Inc. Components of the project include importation and compaction of fill to raise the site 2.5 feet in elevation to meet University standards, installation of a new pre-engineered trailer, construction of a 94 ft by 132 ft 12-inch thick concrete slab and installation of an elevated steel frame, a packed gravel walkway to the existing Wall of Wind, a new chain link fence, gate, and asphalt access drive, a new fork lift ramp, and new electrical facilities from the existing Wall of Wind. Perkins + Will completed the design on October 6, 2023 and the final GMP from Stobs was received on January 19, 2024. The project cost for the infrastructure elements totals \$3,658,233 with the balance funding the equipment and Aerolab scope. The construction contract to Stobs was executed on April 15, 2024. Slab work was

completed on September 21, 2024 and Aerolab began installation of the wind tunnel structure on November 25, 2024. Infrastructure to support the pre-engineered trailer has been installed and installation of the trailer is pending approved final drawings. The design by Perkins + Will for a change order to add a flow-management box and test table aluminum floor with environmental cover was submitted on January 13, 2025 and is under review. Delivery date of the superstructure and equipment installation: March 14, 2025.

Projects in Design (\$643.5M)

- **CasaCuba (BT-925)** - \$39.9M project per the December 6, 2023 approved program (increasing to \$50.7M after including the \$10.75M required maintenance endowment) based on private donations, and other philanthropic sources. As of October 15, 2024, \$10,042,144 has been raised in cash including a \$750K National Endowment for the Humanities grant, and a \$3.5M Knight Foundation grant (\$1.6M received to date). Remaining pledges total another \$16,717,690 for a grand total of \$26,759,834. A/E - HKS. CM - Thornton Construction. The project will create a dynamic center hosting open lectures, academic conferences, digital exhibits and research presentations, engaging museums, historical societies, and other academic and cultural institutions through meaningful partnerships. CasaCuba will help preserve and showcase FIU's wealth of Cuba-related intellectual and cultural resources for the benefit of the community, with a special emphasis on sharing and expanding its notable Cuba Collections. The A/E was authorized to proceed into the Design Development phase and delivered the 100% DD submittal on July 19, 2024. The CM submitted their 100% DD cost estimate on September 3, 2024 for \$40,539,727, initially \$8,391,919 over the construction budget. Re-imagining the building concept as a flexible, utilitarian space to be finished specific to exhibitions rather than a permanently finished space allowed value engineering to achieve a construction cost \$493K over budget per Thornton's latest cost estimate received November 27, 2024. The total project is \$2.55M over budget inclusive of specialty design consultant costs not previously budgeted for. Reducing the Construction Services Reimbursement, the costs of the specialty consultants, and the furniture and equipment budget will reduce this deficit to \$140K. The design development submittal will not be approved until the project is brought into budget. Limited site work began on January 16, 2025 to prepare the site for an inauguration ceremony scheduled for January 28, 2025. Delivery date: TBD.
- **Student Health Center Expansion (BT-932)** - \$12.0M student health fee funded project. A/E - HKS; CM - Pirtle Construction Company. The project will remodel existing space within the MMC Student Health Center and expand the facility by 10,808 gsf to accommodate the growing need for clinical, counselling, and direct advocacy services to students through purposeful, multi-use space for all student wellness areas to utilize. HKS was selected as the architect on October 17, 2023 and

detailed programming in conjunction with the program committee started on January 30, 2024 when the A/E agreement was executed. The final program was signed on June 27, 2024 and the architect delivered the Conceptual Schematic Design submittal on July 11, 2024. The three schemes presented in the CSD document ranged in estimated construction cost from \$13M to \$14.1M, well over the \$9.4M construction budget. HKS developed a fourth scheme to expand eastward, rather than to the south and west, to minimize utility impacts as much as possible. A revised CSD document including this revised scheme was submitted on October 9, 2024 and approved October 14, 2024. The advertisement for CM selection was posted on February 20, 2024 and only two respondents provided qualification submittals. Given the small number of respondents, the CM selection was cancelled on April 2, 2024 and was readvertised on July 2, 2024. Eight (8) CM qualification submittals were received on July 30, 2024 and four firms were shortlisted on August 14, 2024. Pirtle Construction Company was selected on September 12, 2024 and their agreement fully executed on December 20, 2024. Pirtle provided a cost estimate for the CSD submittal on December 20, 2024 for \$12.5M, roughly \$3.1M over budget. FIU, HKS, and Pirtle continue to explore options to bring the project within budget, including removing some scope items to be funded as add-alternates should additional funding be identified. Delivery date: September 2026.

- **Residential Dining Facility (BT-941)** – \$12.0M auxiliary funded project (including a \$4M commitment from Chartwells). A/E – Zyscovich; CM – TBD. The project will build an innovative new food service facility that can become a center for student engagement and community, accommodating multiple styles of service and cuisines while providing a unique food service experience. The original concept includes a facility with a retail food court featuring approximately four (4) food venues, a service area that accommodates new technology self-ordering kiosks as well as in-person service, a full-service kitchen with prep and cooking equipment, a 200-patron indoor and 50-patron outdoor seating area with the ability to activate for private events. The BOT approved the project with three provisos: (1) a not-to-exceed budget of \$12.0M; (2) inclusion of one to 1.5 national brand anchor tenant(s) that will draw in customers; and (3) improved business terms with Chartwells (i.e. renegotiated terms for cost and revenue sharing). Zyscovich was selected as architect on July 8, 2024. The A/E agreement was executed on August 16, 2024 and the design phase has begun. The Conceptual Schematic Design submittal was received on November 21, 2024 and the Advanced Schematic Design on January 22, 2025, now under review. The advertisement for the Construction Manager was posted on December 3, 2024 with the shortlist meeting scheduled for January 23, 2025. Delivery date: Spring 2027.
- **University Student Housing (BT-946)** – Up to a maximum of \$238.3M projected project cost (up to \$245M in bonds with a \$20M cash contribution from Housing cash reserves). A/E – Zyscovich; CM – TBD. Zyscovich was selected as architect on July 10, 2024 and their agreement was executed on August 16, 2024. The proposed

residential facility will feature studio units and one-, two-, and four-bedroom suites along with student lounge, office, and residential support spaces. The program was approved on April 24, 2024 to construct a facility with a minimum of 816 beds. FIU is now pursuing an option for 1,171 beds. The Conceptual Schematic Design deliverable was submitted on December 3, 2024. The Advanced Schematic Design submittal was received on January 10, 2025 and is under review. The advertisement for the Construction Manager was posted on December 3, 2024 and the shortlist meeting is scheduled for February 7, 2025. Target Delivery Date: Fall 2028.

- **Graham Center Expansion (BT-921)** - \$46.3M project consisting of \$42.5M in CITF and \$3.8M in supplemental funding from auxiliaries, donations, and gifts. A/E - ikon.5 Architects; CM - TBD. The updated program reflects the addition of an estimated 49,433 gsf to the existing facility. The project will expand programming spaces to meet the needs of the FIU community: a new 1,000-seat ballroom, breakout rooms, green rooms, lounges, and storage spaces. It will also add necessary student-use spaces/lounges and a Veterans and Military Affairs (VMA) & Reserve Officers Training Corps (ROTC) office suite. To date, \$29,733,926 in CITF funding has been received. Two future CITF allocations totaling \$12,732,008 and \$3,789,721 in gifts and auxiliary funding are necessary to fully fund this project. The final program was approved on May 15, 2024. The A/E firm ikon.5 Architects was selected during final presentations on September 26, 2024 and the A/E agreement was fully executed on December 15, 2024. The design kick-off meeting was held on January 10, 2025 and program verification and the existing conditions assessment have begun. The Conceptual Schematic Design deliverable is due at the end of April 2025. Delivery date: Fall 2027.
- **Wolfsonian-FIU Expansion (BT-940)** - \$20.0M project budget depending on scope. \$17.77M raised to date: \$10.0M Miami Dade County Building Better General Obligation Bond, \$5.0M City of Miami Beach Arts and Cultural General Obligation Bond, and \$816K in cash and pledges from individual donors, in addition to a \$750K Knight Foundation Grant, \$600K Institute of Museum and Library Services and National Endowment for the Humanities Grant, and \$600K in matching funds supporting new public space through interior renovations. A/E - Machado Silvetti/Charles H. Benson; CM - TBD. The project envisions interior renovations of the existing 3rd floor museum space and a 25,000 to 36,000 net square foot expansion of the historic Wolfsonian-FIU building at 1001 Washington Avenue, Miami Beach. The project will deliver new galleries, classrooms, and other public program spaces to increase the number of collections on exhibit and increase opportunities to host and present more K-12, higher education, and lifelong learning programs. A secondary use of the program spaces for event rentals will yield revenues to support operating costs and mission-related activities. The outline program was signed on September 19, 2023 and the proposed joint venture partnership of Machado Silvetti and Charles H. Benson was selected as the design team on February 6, 2024. Negotiations with

the design team were approved to start on May 6, 2024 and are based on the programming and design of two conceptual schemes: one based on a project budget consisting of actual funding received and an alternative concept that considers future funding up to the project budget of \$20M. The A/E agreement was executed on December 17, 2024 and the draft final program was submitted on December 18, 2024 for FIU review. Delivery date: TBD.

- **Academic Health Sciences Clinical Partnership Facility (BT-942)** - \$212.4M projected project cost. \$5M in FY23-24 PECO was received to initiate planning. FIU received \$100M through a 2024-2025 legislative appropriation. The remaining \$107,383,188 is proposed as FIU's top priority in the FY25-26 Fixed Capital Outlay Budget Request. A/E -Stantec; CM - TBD. The proposed 120,000 gsf medical clinical facility on campus will provide direct primary and specialty clinical health services to the community through partnership with Baptist Health as well as interdisciplinary health science education for the FIU academic health science disciplines, including medicine, nursing, social work, public health and the allied health sciences. The facility will also include a 1,200-car parking garage. On September 20, 2023, the University completed a visioning study, with input from Baptist Health, providing concepts that could be used for future planning. A kick-off meeting between FIU and Baptist leadership was held on January 11, 2024 to discuss steering committee and subcommittee structure, roles, and responsibilities and to determine a cadence for future meetings. The Joint Development Sub-Committee will be responsible for overseeing the development of the future medical building at MMC. Programming is in progress with a pre-program planning document completed on July 30, 2024. The programming phase will finish when the architect delivers the final program. The advertisement for the architect was posted on August 1, 2024 with qualification packages received August 30, 2024. Architect firms were shortlisted on September 19, 2024 and Stantec Architecture was selected on October 15, 2024 with the A/E agreement fully executed on December 5, 2024. Stantec completed program verification and submitted it for FIU-Baptist approval on January 29, 2025. . An introductory meeting with Hammes, a third-party construction project management firm to manage the project on behalf of FIU was held on January 3, 2025 and discussions with Hammes continue with the ultimate goal of a final agreement by the end of February 2025. Delivery date: January 2028.
- **Innovation Building (Phase II) (BT-938)** - \$69.5M project consisting of \$33.5M in FY22-23 PECO funding (through the Coronavirus State Fiscal Recovery Funds (SFRF) program), \$15.15M in FY23-24 PECO funding, and \$20.85M in private funding to be raised. A/E - Perkins + Will; CM - Skanska USA Building, Inc. This second phase will complete the interdisciplinary program of BT-919 Innovation Phase I focused on the nexus of engineering, academic health sciences, computer science and robotics. Phase II will construct a 75,166 gsf engineering building at MMC connected to Phase I that includes classrooms, teaching labs, study space, research labs, offices, and

computer and instructional media spaces. Meeting regularly with the program committee, Perkins + Will submitted a draft final program on December 13, 2023 and the final program was approved on May 15, 2024. Perkins + Will submitted a draft Conceptual Schematic Design on August 1, 2024. A final draft was delivered on January 24, 2025 after final design meetings with the program committee. The advertisement for Construction Managers was posted on June 14, 2024 and qualification submittals were received on July 11, 2024. CMs were shortlisted on August 28, 2024 and Skanska USA Building Company was selected on October 4, 2024. The CM agreement was fully executed on December 18, 2024. SFRF funding for the project has federal requirements and was obligated by the December 31, 2024 deadline. All SFRF funding must be expensed no later than December 31, 2026.

Projects in Planning Stage

- None during this reporting period.

OTHER PROJECTS RELEVANT TO FIU

- **UniversityCity Prosperity Project (UCPP) (BT-904)** - \$43.7M TIGER Grant project budget; multiple funding sources. A/E - BCC Engineering; Builder - DeMoya Highway Infrastructure, LLC. This is a Florida Department of Transportation (FDOT) project for a new pedestrian bridge. On January 11, 2024, FDOT Secretary Perdue signed the Intent to Award and the contract with DeMoya Highway Infrastructure, LLC was executed on March 26, 2024. Demoya was issued a Notice-to-Proceed on May 7, 2024 starting the material procurement process. The contractor has requested FIU property north of PG-4 for their use as a material storage and laydown area and an agreement to formalize this arrangement was executed on September 11, 2024. Pinnacle Consulting Enterprises, Inc., the Construction Engineering & Inspection (CEI) consultant under FDOT, has also requested use of office space on campus and executed a lease agreement on September 20, 2024 for their use of space in Greek House I. The contractor started work on November 3, 2024 with the implementation of their Maintenance-of-Traffic (MOT) plan and select demolition of traffic separators and crosswalks. Demolition of the remaining structures from the previous bridge project finished in December 2024 and foundation work for the north and south piers and central pylons is in progress. Delivery date: September 29, 2026.

*Encls: New Minor Projects established 11/1/2024 - 1/31/2025
New Project Change Orders established 11/1/2024 - 1/31/2025*



FM New Minor Projects over \$500,000 established 11/1/2024 through 1/31/2025

Purpose: Information to BOT

	FM#	Project	Requester	Date Established	A/E	Construction	Total Budget	Funding Source
1	231011	BBC Marine Sciences Roof Exhaust Fan Replacement	ORED	12/18/2024	Perkins & Will	TBD	\$ 922,648.65	Auxiliary
2	241001	GL Elevators 2, 3 & 4 Upgrades	Facilities Management	1/16/2025	SGM Engineering	TK Elevator Corp	\$ 2,335,082.10	E&G CF
							\$ 3,257,730.75	



FM Change Orders over \$50K 11/1/2024 through 1/31/2025 (a)

Purpose: Information to BOT

BT/FM#	Project	Vendor	PO/Contract No.	Original Contract Amount (b)	Current Contract Amount (b)	CO#	Date Approved	Change Order Amount	Description	Funding Source
									There were no change orders over \$50,000 to report during this period.	
								\$ -		



February 13, 2025

Safety and Environmental Compliance Report as of January 8, 2025

Item #1 Phase II MS4 Stormwater Permit Compliance

Agency: Florida Department of Environmental Protection

On October 4, 2024, EH&S met with the Florida Department of Environmental Protection (FDEP) to review FIU’s response to the April 2024 audit of FIU’s Phase II MS4 Stormwater Management Program. The meeting was to clarify and provide further explanation on what is required by FDEP.

Findings: FDEP is still reviewing several supporting documents submitted by EH&S and Facilities to address all the findings and recommendations.

FIU EH&S is in the process of finalizing and submitting the 2025 application to renew the 5-year Phase II MS4 Stormwater Permit.

Item #2 Above Ground Storage Tank Inspection

Agency: Department of Regulatory and Economic Resources

On October 15, 2024, the Department of Regulatory and Economic Resources (RER) conducted an inspection at the Engineering Center above ground diesel generator storage tank. Notice of violation (NOV) was issued.

On December 13, 2024, RER conducted an inspection at the Biscayne Bay Campus above ground diesel generator storage tank. NOV was issued.

In addition to the warnings received on August 15, 2024 and December 20, 2024, EH&S received a warning to enforce the notice from (RER pertaining to unresolved above ground storage tank violations. EH&S notified Facilities and Housing to determine the next course of action to resolve the remaining violations as quickly as possible to prevent further escalation.

Findings: EH&S continues to work with the assigned RER inspector, Facilities, and Housing to track and address corrections and provide updates. Escalation to senior management has occurred. Detailed findings and status on open items available upon request.

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February 13, 2025

Treasury Report as of December 31, 2024

Report *(For Information Only – no action required)*

OVERVIEW

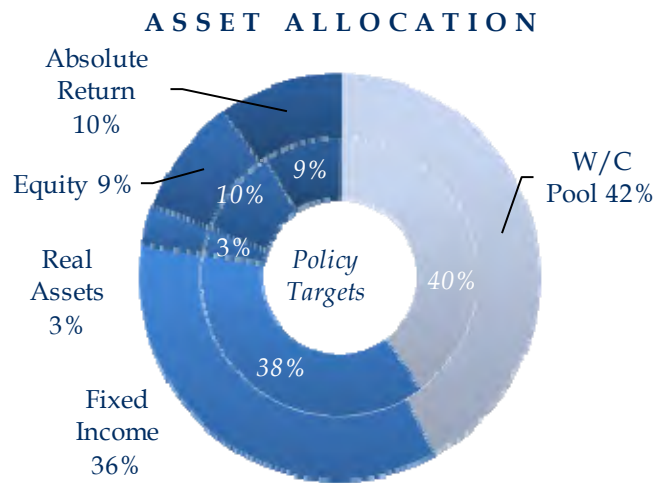
The University’s total liquidity position of \$550.8 million was 3.4 times the University’s debt position of \$163.9 million at the end of FY 2025 2Q. Including direct support organization (“DSO”) debt, the liquidity to total debt ratio was 3.0 times. These results are higher compared to the end of FY 2024 2Q, where the liquidity to University debt and the liquidity to total debt ratios were 2.9 times and 2.6 times, respectively. The improved liquidity to debt ratio was due to solid investment earnings, positive cash flows and the continuance of debt service payments.

INVESTMENTS

Composition

Asset allocations at the end of FY 2025 2Q remained within policy guidelines (See *Asset Allocation* chart for quarter end detail).

At the end of FY 2025 2Q, the market value of the University’s operating funds portfolio and cash was \$550.8 million. This balance reflects a decrease of -\$83.7 million or -13.2 percent, from the previous quarter. The decrease reflects the seasonal timing of tuition receipts. The total portfolio market value was \$53.2 million higher than the market value at the end of FY 2024 2Q. The increase was mostly due to positive cashflows and favorable investment returns.



Forecast and Budget

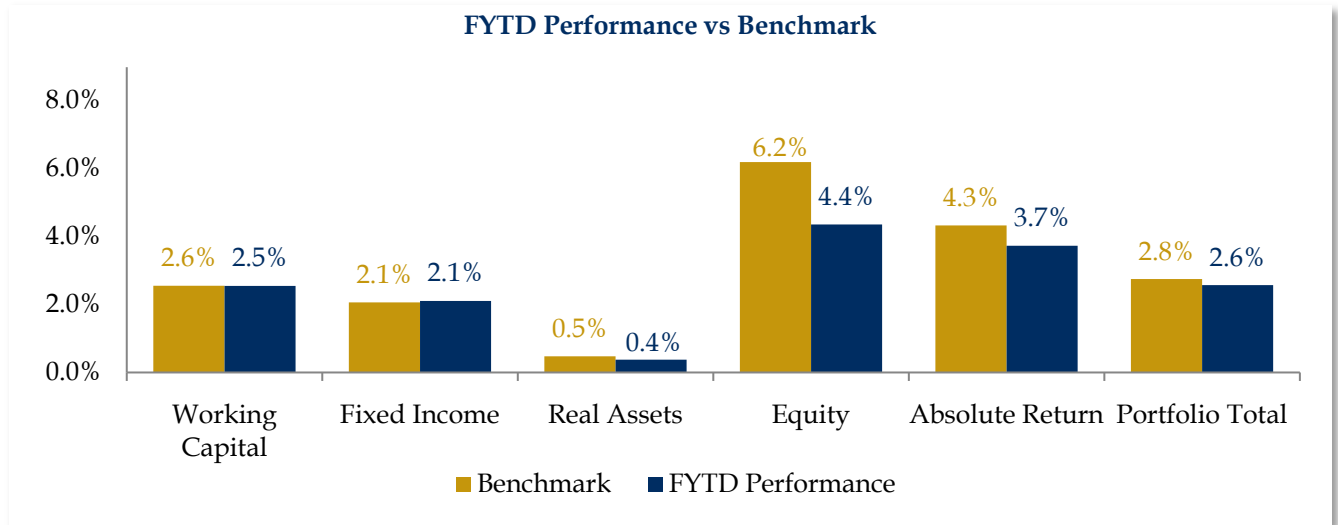
Actual balances at the end of FY 2025 2Q were 2.5 percent higher than the rolling forecast, 10.0 percent higher than the budget, and 10.7 percent higher than prior year. For the next quarter, the University should experience an increase in the cash and investment balances due to the Spring tuition receipts. The balances will gradually decline through the end of FY 2025 3Q.

Performance

FIU’s operating portfolio continues to outperform the State Treasury investment pool (“SPIA”), returning 4.0 percent since inception versus the SPIA’s 2.5 percent for the same period. At the end of FY 2025 2Q, the portfolio returned 2.6 percent. This compares to a 3.6 percent return at the end of FY 2024 2Q. The Strategic

and Reserve Pools returned 2.6 percent while the Working Capital Pool gained 2.5 percent. Returns from the SPIA totaled 2.0 percent at the end of FY 2025 2Q (see *FY Performance vs. Benchmarks* chart for additional performance detail by asset class).

The Overall Portfolio was in line with its aggregate benchmark. The Equity and Absolute Return asset classes underperformed their benchmarks. The underperformance in the Equity asset class was primarily due to the Private Markets Venture Capital sector.



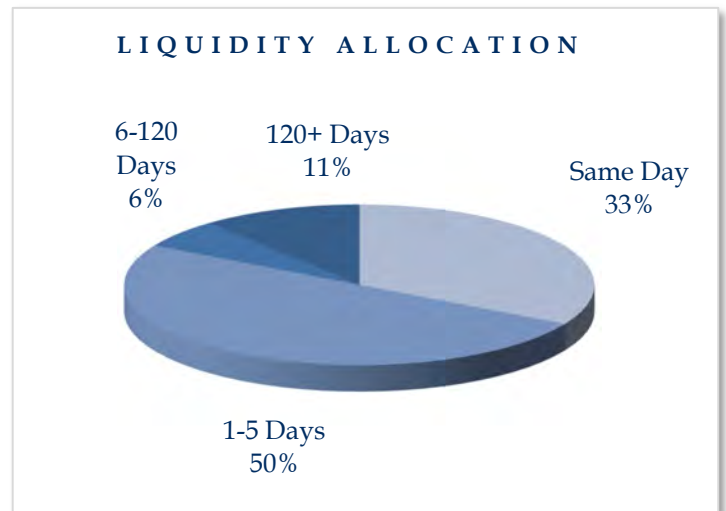
LIQUIDITY

Real Days Payable

At the end of FY 2025 2Q, \$458.0 million, or 83.2 percent, of the liquidity position was accessible within 5 business days (see *Liquidity Allocation* chart for detail). At the end of FYTD 2025 2Q, the University had 84 real days payable¹ (“RDP”) versus 77 RDP at the end of FYTD 2024 2Q.

Sources

The University started the fiscal year with \$235.8 million in cash balances². Total FYTD 2025 2Q inflows (state and operational) were \$717.9 million as compared to \$669.7 million for FYTD 2024 2Q. On average, \$5.4 million flowed into



¹ Real Days Payable represents the available balance of liquid funds divided by the average cash outflows of the University. The calculation uses the available balance in the University’s bank accounts plus the market value of investments that are accessible within five business days as its balance of liquid funds.

² Cash includes Working Capital Pool assets and cash balances in the concentration bank account.

the University each business day in FYTD 2025 2Q and \$5.2 million in FYTD 2024 2Q. The higher inflows were mostly from Operations.

Uses

FYTD 2025 2Q, the University used \$722.1 million as compared to \$701.5 million in the same period last fiscal year. The FYTD 2025 2Q velocity cash outflow was \$5.5 million per day and \$5.2 million in FYTD 2024 2Q. The lower outflow was due to payroll. The University ended FY 2025 2Q with \$231.6 million in cash balances.

Stress Tests/Performance Simulations

The University Office of the Treasurer (“Treasury”) analyzes the effect of negative market performance on its liquidity position through both value-at-risk (VAR) analysis and Monte Carlo simulation analyses.

VAR analysis, completed quarterly, estimates the maximum potential loss during a specific time at a given level of confidence. VAR uses the historical behavior of each asset class over various time horizons (five years, ten years, full history). Our VAR analysis predicts that there is a five percent probability that the portfolio (as of the FYTD 2025 2Q ending balance) could have unrealized losses of up to \$7.9 million and one percent probability of up to \$21.9 million of unrealized losses within a twelve-month period.

The University conducts monthly performance simulations of the portfolio under various market scenarios. At the end of FY 2025 2Q, a 100 bps rise in the 10 year Treasury Bond rate would result in a \$4.3 million, 0.8 percent unrealized gain. Liquidity, as measured by 5-day accessibility, would drop to 75.7 percent, or \$423.4 million, of the total current available cash and investment balances. RDP would fall to 77 days based on current fiscal year outflows.

A 25 percent decline in the equity markets would result in a (\$14.7) million (2.8) percent unrealized loss. Liquidity, as measured by 5-days accessibility, would decrease to \$454.5 million or 87.1 percent of the total current available cash and investment balances. RDP would be 83 days based on fiscal year outflows in this stress scenario.

A scenario similar to the 2013 Federal Reserve “Taper Tantrum” would result in a (\$8.8) million (1.6) percent unrealized loss. Liquidity, as measured by 5-day accessibility would drop to \$391.0 million or 73.3 percent of the total current available balances. RDP would drop to 71 days.

DEBT

Total Outstanding

The University and DSOs ended FY 2025 2Q with \$184.0 million in outstanding debt versus \$192.4 million at the end of FY 2024 2Q. The lower year over year outstanding debt was due to continued debt service payments. The weighted average interest rate for the University and DSO issuances was 3.9 percent which was flat to same period in the prior year.

Refunding

The University and the Athletics Finance Corporation (AFC) has refunded/modified all other eligible outstanding bond series. The refunding/modification are projected to save the University and AFC \$32.2 million in interest expense over the term of the issuances. As of December 31, 2024, \$11.9 million of interest

savings have been realized from the refunding and modification activities. The University and AFC are expected to save \$1.9 million in interest expense in Fiscal Year 2025 and \$8.3 million over the next 5 years.

AFC Loan Modification

The University took remedial action on November 1, 2024 and modified the AFC Stadium loan to remain compliant Internal Revenue Service Post-Issuance Compliance Codes. The tax-exempt variable rate component of the loan was modified to a taxable fixed rate loan. The Swap associated with the tax-exempt variable rate tranches of the loan was terminated. The overall blended interest rate of the loan is 4.77 percent.

Rating Agency Review

The University had its annual rating agency review with S&P in August. S&P affirmed the AA- rating for the Parking Bonds and the A rating for the Housing Bonds, both segments were given stable outlooks.

The University had its annual ratings review with Moody's in November. Moody's affirmed the Aa3 ratings for both the Parking and Housing Bonds, both segments were given stable outlooks.

Period Ending December 31, 2024

(000's)

OVERVIEW

Liquidity/University Debt	3.36
Liquidity/Total Debt	2.99

Liquidity Position

Cash + W/C Pool	\$ 231,580
Strategic + Reserve Pools	319,184
Total	\$ 550,764

Debt Position

University Debt	\$ 163,935
DSO Debt	20,093
Total	\$ 184,028

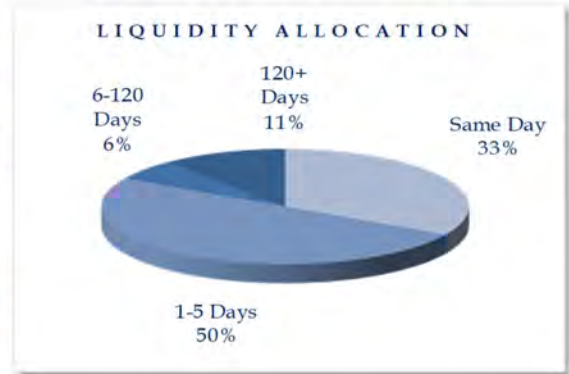
LIQUIDITY

Availability

Same Day	\$ 182,220
1-5 Days	275,741
6-120 Days	32,367
120+ Days	60,436
Total	\$ 550,764

Real Days Payable (<5 Days)

MTD Outflows	107
QTD Outflows	85
YTD Outflows	84



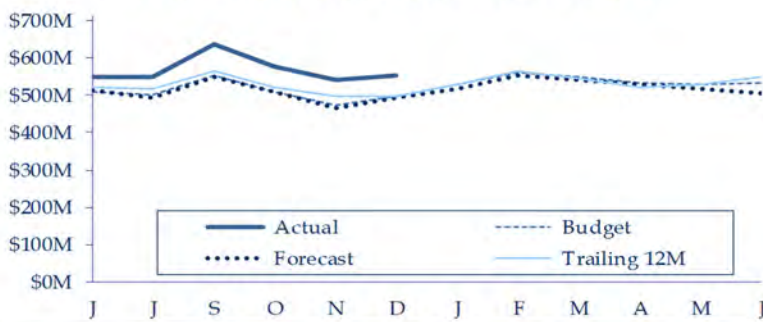
LIQUIDITY SOURCES AND USES

Sources	MTD	QTD	YTD
Opening W/C Pool Balance	\$ 175,935	\$ 269,198	\$ 192,628
Opening Cash Balance	41,000	40,611	43,124
From State	63,975	128,948	259,009
From Operations	45,237	147,745	458,923
Uses			
To Payroll	\$ (64,314)	\$ (234,901)	\$ (407,254)
To Operations	(27,388)	(99,116)	(204,626)
To Students	(2,864)	(20,904)	(110,223)
Cash + W/C Pool	\$ 231,580	\$ 231,580	\$ 231,580

INVESTMENTS

Cash + W/C Pool	Balance	FYTD	Last 1Y
W/C Pool	\$ 160,563	1.9%	2.0%
Cash	71,017	1.7%	1.7%
Strategic + Reserve Pools			
Fixed Income	196,317	0.8%	-4.9%
Real Assets	17,152	-7.9%	-12.7%
Equity	51,792	5.8%	-7.0%
Absolute Return	53,922	5.6%	2.4%
Total Portfolio	\$ 550,764	2.1%	-1.6%

CASH + INVESTMENTS FORECAST



ASSET ALLOCATION

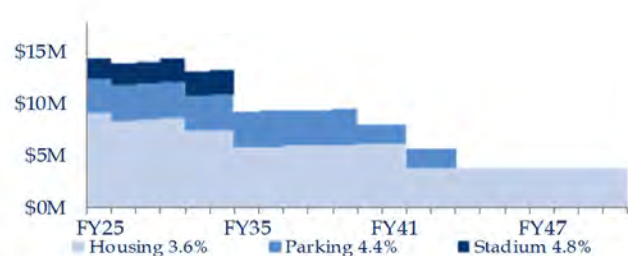


DEBT

OUTSTANDING DEBT



ANNUAL DEBT SERVICE





Period Ending December 31, 2024

(Million's)

<u>OPERATING FUNDS</u>	<u>MARKET VALUE¹</u>	<u>BOOK VALUE</u>	<u>INCOME EARNED²</u>
<u>Working Capital³</u>	\$231.6M	\$233.7M	\$5.7M
Fixed Income	\$196.3M	\$194.4M	\$2.2M
Equity	\$51.8M	\$34.1M	\$0.7M
Real Assets	\$17.2M	\$18.6M	\$0.0M
Absolute Return	\$53.9M	\$30.2M	\$0.0M
<u>Total Strategic/Reserve</u>	<u>\$319.2M</u>	<u>\$277.3M</u>	<u>\$2.9M</u>
<u>Total Operating Funds</u>	<u>\$550.8M</u>	<u>\$511.0M</u>	<u>\$8.5M</u>

¹ Includes Dividend/ Interest Receivable

² Investment Income Earnings - Dividends and Interest

³ Includes Bank Cash



February 13, 2025

Subject: Quarterly report of the purchasing transactions greater than or equal to \$500,000 and less than \$1,000,000 from October 4, 2024 through January 1, 2025

Report *(for informational purposes only – no Committee action is needed)*

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 25 (YTD)
0000290783	Exception under BOG Regulation 18.001(6)(d)(12) - Services or commodities provided by governmental agencies, another University in the State University System, direct support organizations of the university, political subdivisions or other independent colleges and universities	PO # 0000290783	STATE BOARD OF ADMINISTRATION OF FLORIDA	Parking and Transportation / Florida International University Parking Facility Revenue Refunding Bonds 2019A and Series 2023A	12/2/2024	895,000.00
0000290813	Sponsored Research Purchase Exemption	PUR-09072	RIGAKU AMERICAS CORPORATION	Chemistry / SmartLab X-ray Diffraction System	1/31/2025	799,994.00

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 25 (YTD)
0000291143	Sponsored Projects (Direct) POs are exempt from prior BOT approval and just need to be reported after the fact once PO is equal to or greater than \$500,000.	Subaward No. 000901	LOYOLA UNIVERSITY CHICAGO	J Gordon Ins Pub Pol and Citi / Subaward No. 000901 Building Data Culture and Addressing Racial Disparities in Prosecution Through Prosecutorial Performance Indicators	12/31/2026	769,735.00
0000291381	Piggyback Agreement No Monroe County RFP - 540	PUR-09161	BEEFREE LLC	Parking and Transportation / Freebee Transportation Services November 2024-November 2025	12/17/2025	762,404.00
C000220914	Sponsored Projects (Direct) POs are exempt from prior BOT approval and just need to be reported after the fact once PO is equal to or greater than \$500,000. Approval was obtained when entering into the subaward.	PTE/Prime Award No R01AF068572 Amendment No 7 Subaward No. 000293	THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA	Nursing Graduate / Multiple lines PO for Subaward No: 000293 Integration of Health Information Technology and Promotion of Personhood in Family-Centered Dementia Care	5/31/2025	647,868.62



February 13, 2025

Subject: Quarterly report of the purchasing transactions greater than \$1,000,000 from October 4, 2024 through January 1, 2025.

Report *(for informational purposes only – no Committee action is needed)*

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 25 (YTD)
0000290932	Exception under BOG Regulation 18.001(6)(d)(12) - Services or commodities provided by governmental agencies, another University in the State University System, direct support organizations of the university, political subdivisions or other independent colleges and universities	PO # 0000290932	STATE BOARD OF ADMINISTRATION OF FLORIDA	Housing Central / Dormitory Revenue Bonds	12/2/2024	2,110,000.00
0000283369	Exception under BOG Regulation 18.001(6)(d)(11) - Advertising, except for media placement services. Approved by BOT on September 2024	PO # 0000283369	META PLATFORMS INC	COB Chapman Graduate School / Blanket Purchase Order for FIU Chapman advertising on Meta platform. (FY 2024-2025) for the period of 7/01/2024 - 6/30/2025.	6/30/2025	1,217,258.00

Purchase Order No.	Competitive Solicitation Number or Exemption	Competitive Solicitation Title or Agreement Type	Vendor	Department / PO Description	Current Expiration Date	PO Amount FY 25 (YTD)
0000238869	Sole Source Approved by BOT on March 2022	PO # 0000238869	EQUINIX INC	IT CIARA / Multiple lines PO for Colocation and Network/Exchange services ExP Core	12/31/2025	1,174,842.68
0000236875	Sponsored Projects (Direct) POs are exempt from prior BOT approval and just need to be reported after the fact once PO is equal to or greater than \$500,000. Approval was obtained when entering into the subaward.	PTE Federal Award No. R324A210221 Subaward No. 000476	FLORIDA STATE UNIVERSITY	Center for Children and Fam / Multiple lines PO for Subaward No: 000476 Special Education - Research and Innovation to Improve Services and Results for Children with Disabilities PTE Federal Award No: R324A210221	6/30/2025	1,134,213.00
0000241283	Sponsored Projects (Direct) POs are exempt from prior BOT approval and just need to be reported after the fact once PO is equal to or greater than \$500,000. Approval was obtained when entering into the subaward.	PTE / Prime Award No. DE-NA0004016 Subaward No. 000506 Amendment No 2	UNIVERSITY OF TEXAS AT EL PASO	Elec and Computer Eng / Multiple lines PO for Subaward No. 000506-800012821 "Consortium for Research & Education in Power&Energy Systems (CREPES) for Sustainable STEM Workforce	9/30/2024	1,100,000.01
0000278693	Sponsored Projects (Direct) POs are exempt from prior BOT approval and just need to be reported after the fact once PO is equal to or greater than \$500,000. Approval was obtained when entering the subaward.	PTE Federal Award No. 7R01DA051848-04 Subaward No. 000780	REGENTS OF THE UNIVERSITY OF CALIFORNIA	CPHSW Hlth Promo and Dise Prev / Multiple lines PO for Subaward No: 780 "Optimizing PrEP adherence in sexual minority men who use stimulants (PARTI)" PTE Federal Award No: 7R01DA051848-04	5/31/2025	1,025,102.00



February 13, 2025

Casa Cuba Report as of January 8, 2025

FUNDRAISING FOR CONSTRUCTION OF CASACUBA BUILDING

DONOR	PLEDGES	CASH RECEIVED	REMAINING PLEDGE BALANCE
National Endowment for the Humanities*	\$ 750,000	\$ 750,000	\$ -
Knight Foundation	\$ 3,503,000	\$ 1,603,000	\$ 1,900,000
Other Donors	\$ 21,436,834	\$ 7,689,144	\$ 13,747,690
Planned Gifts	\$ 1,070,000	\$ -	\$ 1,070,000
TOTAL	\$ 26,759,834	\$ 10,042,144	\$ 16,717,690

**As a Federal agency award, this is a cost-reimbursement grant; the full amount has been obligated.*

Highlights since last report: Since the last report, CasaCuba has had several advanced meetings with three principal gift prospects. Additionally, we have a verbal pledge of \$500,000 from an anonymous donor for CasaCuba programming that is not included in the building report above. The gift agreement is being finalized with the donor.

FACILITIES UPDATE

- The CM submitted their 100% DD cost estimate on September 3, 2024, for \$40,539,727, initially \$8,391,919 over the construction budget.
- Re-imagining the building concept as a flexible, utilitarian space to be finished specific to exhibitions rather than a permanently finished space allowed value engineering to achieve a construction cost \$493K over budget per Thornton’s latest cost estimate received November 27, 2024. The design development submittal will not be approved until the project is brought into budget.
- Limited site work began on January 16, 2025, to prepare the site for an inauguration ceremony scheduled for January 28, 2025.

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FIU FOUNDATION, INC.

**SUMMARY OF REVENUES AND EXPENSES
& INVESTMENTS**

December 31, 2024

FIU FOUNDATION, INC.
Summary of Revenues and Expenses *
For the Period Ended December 31, 2024
(In Thousands of Dollars)

	Actuals			Budget	Fav (Unfav) Variance
	University (Donor Designated)	Foundation (Unrestricted)	Total		
REVENUES:					
Cash Contributions	\$ 19,642	\$ -	\$ 19,642	\$ 20,481	\$ (839) [1]
Investment Returns, net of fees	12,050	5,316	17,366	12,704	4,662 [2]
Foundation Subsidiaries	-	121	121	109	12
Annual Revenues & Fees	-	580	580	655	(75)
TOTAL REVENUES	31,692	6,017	37,709	33,949	3,760
EXPENSES:					
Support to University:					
Scholarships & Programs	\$ 14,777	\$ -	\$ 14,777	\$ 18,440	3,663 [3]
Building Funds	3,888	-	3,888	8,231	4,343 [4]
Operational Support	-	707	707	822	115
Total Support to University	18,665	707	19,372	27,493	8,121
Operational:					
Foundation Subsidiaries	-	177	177	328	151
Administrative Operating Expenses	-	3,401	3,401	4,800	1,399 [5]
Other Expenses	-	55	55	155	100
Total Operational	-	3,633	3,633	5,283	1,650
TOTAL EXPENSES	18,665	4,340	23,005	32,776	9,771
EXCESS REVENUES OVER EXPENSES	\$ 13,027	\$ 1,677	\$ 14,704	\$ 1,173	\$ 13,531

*Summary of Revenues and Expenses reflects revenues on a cash basis and expenses on an accrual basis.

- [1] The unfavorable variance of \$0.8 million in cash contributions is attributable to timing of gifts received.
- [2] The favorable variance of \$4.7 million in investment returns, net of fees, is based on an actual return for the fiscal year to date of 3.4% versus a budgeted return fiscal year to date of 3.0% (yielding a 6.0% annual budgeted rate of return).
- [3] The favorable variance of \$3.7 million in scholarships & programs is due to timing.
- [4] The favorable variance of \$4.3 million in building funds is due to the timing of construction expenses.
- [5] The favorable variance of \$1.4 million in administrative operating expenses is primarily attributable to less than budgeted salaries and benefits expenses as a result of staffing vacancies.

As of December 31, 2024							
Asset Class	Market Value	Current Allocation (%)	Current Month	Last 3 Months	Fiscal YTD	Annualized S.I.	Inception Date
Total Assets (Net of Fees)	\$458,712,098	-	-1.6%	-1.0%	3.3%	5.3%	6/30/2000
Main Investment Portfolio (Net of Fees)	\$436,181,593	100.0%	-1.7%	-1.1%	3.4%	5.6%	6/30/2000
Public & Private Equity	\$346,183,344	79.4%	-2.0%	-1.0%	4.0%	5.9%	6/30/2000
Public Equity	\$264,518,919	60.6%	-2.6%	-1.4%	4.5%	5.3%	6/30/2000
Private Equity	\$81,664,425	18.7%	0.0%	0.5%	2.1%	10.7%	11/15/2005
Real Assets	\$34,318,058	7.9%	0.0%	0.2%	0.9%	3.0%	1/31/2008
Hedge Funds & Other Diversifying Investments	\$881,448	0.2%	0.1%	1.3%	-4.6%	4.6%	3/31/2002
High Quality Bonds and Cash	\$54,798,743	12.6%	-1.3%	-2.8%	1.3%	4.3%	6/30/2000
Total	436,181,593	100%					

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