

Governance Committee Meeting

FIU, Modesto A. Maidique Campus, Graham University Center Ballrooms

Thursday, September 17, 2026

4:00 PM

or

Upon Adjournment of Previous Meeting

Chair: Carlos A. Duarte, Board Chair

Vice Chair: Alan Gonzalez, Board Vice Chair

Members: George Heisel, Jesus Lebeña, Yaffa Popack, Albert R. Taño, Fred Voccola

Agenda

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|---|--------------------|
| 1. Call to Order and Chair's Remarks | Carlos A. Duarte |
| 2. Approval of Minutes | Carlos A. Duarte |
| 3. Action Items | |
| G1. Board of Governors' Statement of Free Expression Endorsement Resolution | Heather D. Russell |
| G2. Board Appointments, Florida International University Foundation, Inc. | Kenneth C. Hall |
| G3. Ratification of the Reopener to the 2024-2027 FIU Board of Trustees and the United Faculty of Florida-FIU Collective Bargaining Agreement | Elizabeth M. Bejar |
| G4. President's Annual Performance Evaluation and Bonus | Carlos A. Duarte |
| G5. President's Goals | Jeanette M. Nuñez |
| 4. New Business | Carlos A. Duarte |
| 5. Concluding Remarks and Adjournment | Carlos A. Duarte |

Meeting Book - Governance Committee Meeting

1. Call to Order and Chair's Remarks

Carlos A. Duarte

2. Approval of Minutes

Carlos A. Duarte

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3. Action Items

G1. Board of Governors' Statement of Free Expression Endorsement Resolution

Heather D. Russell

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G2. Board Appointments, Florida International University Foundation, Inc.

Kenneth C. Hall

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G3. Ratification of the Reopener to the 2024-2027 FIU Board of Trustees and the United Faculty of Florida-FIU Collective Bargaining Agreement

Elizabeth M. Bejar

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G4. President's Annual Performance Evaluation and Bonus

Carlos A. Duarte

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G5. President's Goals

Jeanette M. Nuñez

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4. New Business

Carlos A. Duarte

5. Concluding Remarks and Adjournment

Carlos A. Duarte



September 17, 2026

Subject: Approval of Minutes of Meeting held February 26, 2026

Proposed Action:

Florida International University Board of Trustees Governance Committee approval of the Minutes of the Governance Committee meeting held on February 26, 2026.

Background Information:

Committee members will review and approve the Minutes of the Governance Committee meeting held on February 26, 2026.

Supporting Documentation: Minutes: Governance Committee meeting, February 26, 2026

Facilitator/Presenter: Carlos A. Duarte
Chair, FIU Board of Trustees
Chair, Governance Committee



Governance Committee
February 26, 2026
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MINUTES

1. Call to Order and Chair's Remarks

The Florida International University Board of Trustees' Governance Committee meeting was called to order by Board Chair Carlos A. Duarte at 3:43 PM on Thursday, February 26, 2026.

General Counsel Carlos B. Castillo conducted roll call of the Governance Committee members and verified a quorum. Present were Trustees Carlos A. Duarte, *Board Chair*; Alan Gonzalez; George Heisel; Jesus Lebeña; Yaffa Popack; and Albert R. Taño.

The following Board members were also in attendance: Trustees Noël C. Barengo; Francesca Casanova; Tila Falic-Levi; Patrick McDowell; Alexander M. Peraza; and Nestor Plana.

2. Approval of Minutes

Board Chair Duarte asked if there were any additions or corrections to the minutes of the Governance Committee meeting held on September 18, 2025. Hearing none, a motion was made and unanimously passed to approve the minutes of the Governance Committee meeting held on September 18, 2025.

3. Action Items

G1. Board Appointments, Florida International University Foundation, Inc.

Senior Vice President for University Advancement and CEO of the FIU Foundation, Inc., Kenneth C. Hall, presented the appointments to the FIU Foundation, Inc. Board of Directors for Committee review. He indicated that the FIU Foundation, Inc. Board of Directors approved three (3) new Directors for initial one (1)-year terms and commented on the new appointees: Adrian F. Gonzalez '17, MS '25; Manuel "Manny" Perez de la Mesa '77; and Javier "Javi" L. Vazquez, Esq. '86.

A motion was made and unanimously passed that the FIU Board of Trustees Governance Committee recommend FIU Board of Trustees approval of the appointments of the individuals as presented and included in the Board materials, to the FIU Foundation, Inc. Board of Directors.

G2. Proposed Amendments to the Bylaws of the Florida International University Board of Trustees

General Counsel Castillo presented the proposed amendments to the Bylaws of the FIU Board of Trustees for Committee review. He explained that the proposed amendment pertains to Section 7.2 and adds a new standing committee, the Artificial Intelligence and Innovation Committee. General Counsel Castillo added that, consistent with the Bylaws of the FIU Board of Trustees, the proposed amendment includes the name and mission statement of the new Committee. He highlighted the following points: (1) the Committee shall provide strategic oversight, guidance, and support for the University's initiatives in artificial intelligence, data science, and related fields; (2) the Committee shall promote the responsible stewardship of University resources and help ensure that such initiatives are aligned with the University's mission, values, and long-term strategic goals; and (3) the Committee shall provide guidance on policy direction, best practices, institutional risks and opportunities, and ethical considerations.

A motion was made and unanimously passed that the FIU Board of Trustees Governance Committee recommend FIU Board of Trustees approval of the amendments to the Bylaws of the FIU Board of Trustees as included in the Board materials.

4. New Business

No new business was raised.

5. Concluding Remarks and Adjournment

With no other business, Board Chair Carlos A. Duarte adjourned the meeting of the Florida International University Board of Trustees Governance Committee on Thursday, February 26, 2026, at 3:50 PM.



September 17, 2026

Subject: Board of Governors' Statement of Free Expression Endorsement Resolution

Proposed Action:

Having reviewed the State University System of Florida Statement of Free Expression, Florida International University Board of Trustees endorsement of such statement.

Background Information:

On April 15, 2019, the State University System of Florida and its twelve public postsecondary institutions, through the universities' respective presidents, adopted the State University System of Florida Statement of Free Expression (the Statement of Free Expression). The Statement of Free Expression, in pertinent part, provides as follows:

"The State University System of Florida and its twelve public postsecondary institutions adopt this Statement on Free Expression to support and encourage a full and open discourse and the robust exchange of ideas and perspectives on our respective campuses. The principles of freedom of speech and freedom of expression in the United States and Florida Constitutions, in addition to being legal rights, are an integral part of our three-part university mission to deliver a high-quality academic experience for our students, engage in meaningful and productive research, and provide valuable public service for the benefit of our local communities and the state. The purpose of this statement is to affirm our dedication to these principles and to seek our campus communities' commitment to maintaining our campuses as places where the open exchange of knowledge and ideas furthers our mission.

A fundamental purpose of an institution of higher education is to provide a learning environment where divergent ideas, opinions and philosophies, new and old, can be rigorously debated and critically evaluated. Through this process, often referred to as the marketplace of ideas, individuals are free to express any ideas and opinions they wish, even if others may disagree with them or find those ideas and opinions to be offensive or otherwise antithetical to their own world view. The very process of debating divergent ideas and challenging others' opinions develops the intellectual skills necessary to respectfully argue through civil discourse. Development of such skills leads to personal

and scholarly growth and is an essential component of the academic and research missions of each of our institutions.”

A complete copy of the State University System of Florida Statement of Free Expression is included in the supporting documentation.

In its Civil Discourse Report of 2022, the Board of Governors included seven recommendations directed to civil discourse. In its third recommendation, the Board of Governors recommended that “the leadership of each university board of trustees, faculty senate, and student government annually review and endorse the Board’s Statement of Free Expression and commit to the principles of civil discourse.”

At its September 22, 2022, December 7, 2023, September 12, 2024, and September 18, 2025 meetings, the Florida International University Board of Trustees, having reviewed the State University System of Florida Statement of Free Expression, endorsed such statement.

Supporting Documentation:	State University System of Florida Statement of Free Expression
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Facilitator/Presenter:	Heather D. Russell
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State University System of Florida Statement on Free Expression

The State University System of Florida and its twelve public postsecondary institutions adopt this Statement on Free Expression to support and encourage full and open discourse and the robust exchange of ideas and perspectives on our respective campuses. The principles of freedom of speech and freedom of expression in the United States and Florida Constitutions, in addition to being legal rights, are an integral part of our three-part university mission to deliver a high quality academic experience for our students, engage in meaningful and productive research, and provide valuable public service for the benefit of our local communities and the state. The purpose of this Statement is to affirm our dedication to these principles and to seek our campus communities' commitment to maintaining our campuses as places where the open exchange of knowledge and ideas furthers our mission.

A fundamental purpose of an institution of higher education is to provide a learning environment where divergent ideas, opinions and philosophies, new and old, can be rigorously debated and critically evaluated. Through this process, often referred to as the marketplace of ideas, individuals are free to express any ideas and opinions they wish, even if others may disagree with them or find those ideas and opinions to be offensive or otherwise antithetical to their own world view. The very process of debating divergent ideas and challenging others' opinions develops the intellectual skills necessary to respectfully argue through civil discourse. Development of such skills leads to personal and scholarly growth and is an essential component of the academic and research missions of each of our institutions.

It is equally important not to stifle the dissemination of any ideas, even if other members of our community may find those ideas abhorrent. Individuals wishing to express ideas with which others may disagree must be free to do so, without fear of being bullied, threatened or silenced. This does not mean that such ideas should go unchallenged, as that is part of the learning process. And though we believe all members of our campus communities have a role to play in promoting civility and mutual respect in that type of discourse, we must not let concerns over civility or respect be used as a reason to silence expression. We should empower and enable one another to speak and listen, rather than interfere with or silence the open expression of ideas.

Each member of our campus communities must also recognize that institutions may restrict expression that is unlawful, such as true threats or defamation. Because universities and colleges are first and foremost places where people go to engage in scholarly endeavors, it is necessary to the efficient and effective operations of each institution for there to be reasonable limitations on the time, place, and manner in which these rights are exercised. Each institution has adopted regulations that align with Florida's *Campus Free Expression Act*, section 1004.097, Florida Statutes, and with the United States and Florida Constitutions and the legal opinions interpreting those provisions. These limitations are narrowly drawn and content-neutral and serve to ensure that all members of our campus communities have an equal ability to express their ideas and opinions, while preserving campus order and security.

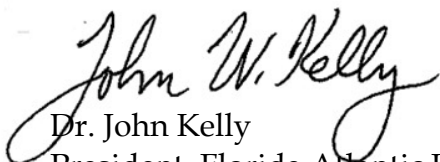
The undersigned do hereby adopt this Statement on Free Expression:



Marshall M. Criser III
Chancellor, State University System



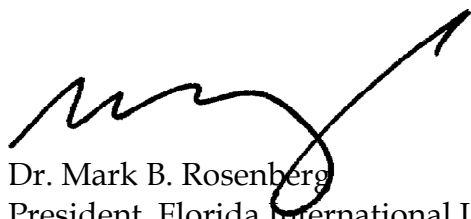
Dr. Larry Robinson
President, Florida A&M University



Dr. John Kelly
President, Florida Atlantic University



Dr. Mike Martin
President, Florida Gulf Coast University



Dr. Mark B. Rosenberg
President, Florida International University



Dr. Randy Avent
President, Florida Polytechnic University



Mr. John Thrasher
President, Florida State University



Dr. Donal O'Shea
President, New College of Florida



Dr. Thad Seymour
President, University of Central Florida



Dr. Kent Fuchs
President, University of Florida



Dr. David Szymanski
President, University of North Florida



Dr. Judy Genshaft
President, University of South Florida



Dr. Martha D. Saunders
President, University of West Florida



September 17, 2026

Subject: Board Appointments, Florida International University Foundation, Inc.

Proposed Action:

Florida International University Board of Trustees approval of the appointments of the individuals listed below and in the board materials to the Florida International University Foundation, Inc. Board of Directors.

Background Information:

The Board of Directors of the Florida International University Foundation, Inc. (the "FIU Foundation"), a direct support organization ("DSO") of Florida International University, appointed three (3) new directors on June 6, 2026, all identified below.

The FIU Foundation is requesting that the Florida International University Board of Trustees (the "BOT") approve the appointment of the individuals identified below to the FIU Foundation Board of Directors for initial one (1) year terms:

- Emina Cunmulaj Nazarian
- Eduardo "Eddie" V. Hondal '88, MS '00
- Jeffrey Taraboulos '96, MAcc '00

The BOT approved amendments to Regulation FIU-1502, Direct Support Organizations, at its March 4, 2019 meeting. Pursuant to FIU-1502, the BOT shall approve all appointments to the governing body of each DSO, other than the BOT Chair's representative(s) or the President or President's designee.

Florida Board of Governors Regulation 9.011(9), University Direct Support Organizations and Health Services Support Organizations, provides, in relevant part, that the university board of trustees shall approve all appointments to any DSO board other than the chair's representative(s) or the president or president's designee.

Florida Statutes 1004.28(3), Direct-support organizations; use of property; board of directors; activities; audit; facilities, provides, in relevant part, that "the university board of trustees shall

approve all appointments to any direct-support organization...” other than the BOT Chair’s representative(s) or the President or President’s designee.

Supporting Documentation: Biographies | Board Appointments, FIU Foundation, Inc.

Facilitator/Presenter: Kenneth C. Hall



Emina Cunmulaj Nazarian

Entrepreneur, Philanthropist, and Honorary Consul of Albania

Bio

Emina Cunmulaj Nazarian is an Albanian-American entrepreneur, philanthropist and Honorary Consul of Albania to Florida whose life's work is dedicated to service and global impact. Born in the United States and raised in Montenegro, her early experiences during the Balkan conflict shaped a deep commitment to compassion, resilience, and community upliftment.

After gaining international recognition as the first Albanian supermodel – appearing on the covers of Vogue and Elle and working alongside legendary designers such as Karl Lagerfeld and Giorgio Armani – Emina redirected her global platform toward purposeful advocacy and philanthropy.

She is the founder of Emina's Hand Foundation, a nonprofit organization committed to empowering underserved families and vulnerable communities. Through scholarships, mentorship initiatives, humanitarian aid, and cross-border educational opportunities, the foundation invests in long-term solutions that foster dignity, access, and leadership for the next generation.

As Honorary Consul, Emina works to strengthen cultural, educational, and economic ties between Albania and the United States, championing collaboration that benefits both nations. She also serves on the boards of the Baptist Health Foundation, the Younes & Soraya Nazarian Family Foundation, and the Coordinating Council for the Albanian Diaspora, where she advocates for strategic philanthropy and community advancement.

A sought-after speaker at institutions including Harvard, Brown, and the University of Michigan, Emina inspires audiences to transform visibility into responsibility and influence into meaningful, lasting change.

Emina currently resides in Coral Gables with her husband, Sam, and their three children.



Eduardo "Eddie" V. Hondal '88, MS '00

Executive Territory Manager-Cardiometabolic, Health Division, Eli Lilly and Company

Bio

Eduardo "Eddie" Hondal is an accomplished medical sales executive and longtime FIU leader whose career has been defined by leadership, relationship-building, and a deep commitment to his alma mater. He currently serves as Executive Territory Manager–Cardiometabolic, Health Division, at Eli Lilly and Company, bringing more than 20 years of experience in the cardiovascular and diabetes markets. Prior to his career in medical sales, Eddie served as FIU's Executive Director of Alumni Affairs from 1993 to 2002, playing a pivotal role in developing student life, strengthening alumni engagement, and fostering the campus spirit that helped shape the FIU community. Affectionately known as "Papa Panther," he later served as President of the FIU Alumni Association and has remained actively engaged in supporting FIU Athletics, student success, and alumni engagement.

Eddie's commitment to FIU extends beyond his own experience as a student and alumnus. He has continued to serve as a passionate ambassador for the university, using his relationships and deep institutional knowledge to advance FIU and strengthen its connection with alumni and the broader community. His longstanding involvement and enthusiasm for FIU reflect a genuine belief in the university's transformative impact and the importance of giving back through time, talent, and resources.

A proud FIU alumnus, Eddie earned his Bachelor of Science in Computer Science in 1988 and his Master of Science in Human Resource Development in 2000. His family shares that strong Panther connection: his wife, Francis A. Hondal, is also a distinguished FIU alumna who earned her bachelor's degree in finance and international business in 1987 and MBA in 1994, and has served on both the FIU Board of Trustees and FIU Foundation Board of Directors. Their son, David, is also an FIU graduate, continuing the family's Panther legacy. Together, Eddie's professional expertise, extensive institutional knowledge, and multigenerational commitment to FIU position him to bring valuable perspective and dedicated leadership to the FIU Foundation Board of Directors.



Jeffrey Taraboulos '96, MAcc '00

Managing Partner, KSDT

Bio

Jeffrey Taraboulos is a seasoned business and financial leader and serves as Managing Partner of KSDT, where he oversees the firm's operations and advises clients on tax, accounting, and management matters. With nearly three decades of experience, Jeffrey has helped businesses and families navigate complex financial strategies, succession planning, and multi-million-dollar transactions. Prior to co-founding De La Torre, Taraboulos & Company in 2004, he held leadership roles with Deloitte & Touche and DIRECTV Latin America, gaining extensive experience in audit, forensic accounting, financial operations, and advisory services. Under his leadership, KSDT has grown into a respected South Florida professional services firm serving clients across a diverse range of industries.

Jeffrey is a recognized leader in his profession and community. He is a Certified Public Accountant licensed in Florida and holds designations as Certified in Financial Forensics, Certified Fraud Examiner, and Personal Financial Specialist. His professional and community affiliations include the American Institute of Certified Public Accountants, Florida Institute of Certified Public Accountants, Association of Certified Fraud Examiners, and the Brazilian American Chamber of Commerce. He also serves as a Board Member and Treasurer of Archimedean Schools. Jeffrey has been recognized among Forbes' Best-in-State CPAs and America's Top 200 CPAs and has been named a Power Leader by the South Florida Business Journal for multiple years.

A proud alumnus of Florida International University, Jeffrey earned both his Bachelor of Accounting in 1996 and Master of Accounting in 2000.



September 17, 2026

Subject: Ratification of the Reopener to the 2024-2027 Florida International University Board of Trustees and the United Faculty of Florida-FIU Collective Bargaining Agreement

Proposed Action:

Florida International University Board of Trustees (BOT) ratification of the 2026-2027 reopener to the 2024-2027 Collective Bargaining Agreement between the BOT and the United Faculty of Florida-FIU (UFF-FIU).

Background Information:

Representatives of the BOT and UFF-FIU have engaged in collective bargaining and reached a tentative agreement on revisions to the 2024-2027 BOT-UFF Collective Bargaining Agreement (see Term Sheet). UFF scheduled ratification meetings on September 14 and 15, 2026.

Florida Board of Governors Regulation 1.001(5)(c) provides that each board of trustees shall act as the sole public employer with regard to all public employees of its university for the purposes of collective bargaining and shall serve as the legislative body for the resolution of impasses with regard to collective bargaining matters.

Supporting Documentation:	Term Sheet
	2026-2027 Reopener to the 2024-2027 Collective Bargaining Agreement between the Florida International University Board of Trustees and the United Faculty of Florida-FIU

Facilitator/Presenter:	Elizabeth M. Bejar
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The Florida International University Board of Trustees
and
United Faculty of Florida-FIU
Term Sheet

Topic	Summary of Changes
Article 11: Salaries	2026-2027 One-time Non-recurring Merit Bonus. Effective by the second full pay period after this agreement is ratified in 2026, all eligible employees who were employed prior to January 1 of 2026, who are continuously employed through the contract date and are not in receipt of a notice of termination or non-reappointment, and who received a Satisfactory or better score on their Annual Evaluation for the 2025-2026 Academic Year shall receive a one-time non-recurring merit bonus of six thousand and five hundred (\$6,500) dollars.
Article 11: Salaries – Publication/Creative Works Completion Awards	Beginning in 2026–2027 and each year thereafter, the University shall make available up to 0.05% of total bargaining-unit payroll for Publication/Creative Works Completion Awards. The awards will support expenses associated with publication of scholarship and creative works when such costs cannot be covered through contracts or grants. Awards will be distributed on a rolling basis and may not exceed \$5,000 per award.
BOT-UFF Policy 2: Assignment of Responsibilities	Revised provisions governing annual assignments and assignment procedures. The policy establishes timelines and procedures for faculty annual assignments, provides a process for employees to raise concerns regarding assignments, and provides compensation of \$700 per course when a faculty member is assigned substantive syllabus preparation outside of the normal nine-month appointment in order to comply with state syllabus requirements.
BOT-UFF Policy 3: Employee Performance Evaluation	Revised provisions governing annual evaluations, third-year review, tenure and promotion, and post-tenure review. The revisions establish procedures for supervisory access to synchronous and asynchronous instructional materials used for evaluation; require evaluation materials to be maintained in the Evaluation File; establish review and dispute procedures for proposed annual evaluations; and clarify the development, approval, and availability of department/unit evaluation procedures and criteria.
BOT-UFF Policy 5: Disciplinary File	Establishes the contents, use, access, and maintenance of the Disciplinary File and creates a separate Employee Review Processes File for review matters that do not result in disciplinary outcomes. The Disciplinary File may be used in connection with disciplinary actions, post-tenure review decisions as required by Board of Governors policy, and merit

	award decisions. The Employee Review Processes File is maintained for recordkeeping purposes and may not serve as the basis for an employee's performance evaluation. The policy also addresses confidentiality, access, anonymous materials, and removal of records.
BOT-UFF Policy 6: Employee Records	Establishes the categories of employment records to which employees have a right of access, including appointment and compensation records, conflicts of interest, leave records, annual evaluations, third-year review decisions, tenure and promotion decisions, post-tenure review decisions, performance improvement plan outcomes, employee assistance program participation, sabbatical and professional development documentation, annual assignments, and faculty responses. The University shall take reasonable steps to ensure these records are housed securely online and are made available to employees.
BOT-UFF Policy 10: Leaves	Revised provisions concerning employee leave, including FMLA, parental leave, sick leave, annual leave, leave without pay, and related leave administration. Parental leave provisions distinguish between 12-month and Academic Year appointments and provide up to 26 consecutive weeks of paid parental leave, subject to the terms of the Policy. The revisions also address the timing and administration of parental leave, assignments for semesters partially affected by parental leave, use of accrued leave during approved leave without pay, and related leave procedures.
BOT-UFF Policy 15: Professional Development Awards and Sabbaticals	Revised the policy governing Professional Development Awards and Sabbaticals, including terminology, eligibility, application and selection procedures, employee notification, and conditions associated with the awards. Professional Development Leave is reframed as a Professional Development Award, with teaching and service release opportunities for eligible non-tenure-earning employees. The revisions also clarify application review and ranking procedures, the role of the Provost and review committees, and procedures applicable to competitive and non-competitive sabbaticals.
Scrivener's Errors	Scrivener's errors have been corrected throughout the applicable provisions to ensure consistency in terminology, numbering, formatting, and accuracy of cross-references.

ARTICLE 11: SALARIES**I. Salary Increases**

Effective upon the first contract date for years 2024-2025, 2025-2026, and 2026-2027, respectfully, all eligible employees who were employed prior to January 1 of that year, and who are continuously employed through the contract date and are not in receipt of a notice of termination or non-reappointment shall receive the following increases to their nine-month equivalent base salary:

A. 2024-2025. Three and one-half percent (3.5%) or three-thousand and five hundred dollars (\$3,500), whichever is greater.

B. 2025-2026. One and one-half percent (1.5%) or one thousand and five hundred dollars (\$1,500), for 9-month faculty or two thousand and seven dollars (\$2,007) for 12-month faculty, whichever is greater.

~~C. 2026-2027. One percent (1%) or one thousand dollars (\$1,000), whichever is greater.~~

~~In addition, in 2026-2027, the University shall provide merit pay funding on a pro rata basis to departments/units. The funds provided shall be distributed to employees within each department or academic unit consistent with criteria and procedures set forth in the BOT-UFF Policy concerning Employee Performance Evaluation. The minimum merit increase for eligible employees shall be \$1,000, and all awards will be made to employee's base salary. The amount of to be distributed shall be as follows:~~

~~D. 2026-2027. Two and one-quarter percent (2.25%) of the total bargaining unit base salary payroll, as it exists on the last full pay period of the 2025-2026 Academic Year.~~

~~In the case that such policies have not been approved by the University, these merit increases shall become retention increases distributed according to terms agreed to with UFF-FIU.~~

E. **Sufficient Funds Clause:** The 2025-2026 and 2026-2027 salary increases are contingent on the availability of sufficient new recurring funding legally expendable for faculty salary increases. In the event there is insufficient funding

UFF-FIU Collective Bargaining Agreement

2024-2027

for the full 2025-2026 salary increase the parties shall re-open negotiations for 2025-2026 and 2026-2027 salaries. In the event there is insufficient funding for the full 2026-2027 salary increase the parties shall re-open negotiations for 2026-2027 salaries. The University shall advise the UFF-FIU of the status of the potential funding no later than 20 business days after the Governor approves the budget for the respective fiscal year.

II. Faculty Salary Equity Review

- A. Each year, the University shall consult with UFF-FIU to conduct an equity study prior to the end of the Academic Year which will identify any instances of salary compression and inversion.
- B. Beginning in 2025-2026 and each year thereafter, the University shall make available 0.25% of the total bargaining unit payroll at the end of the prior Academic Year to address issues of salary compression and inversion identified in the previous year's equity study.
- C. The University shall consult with UFF-FIU to determine the distribution of annual equity funds allocated in this Article.
- D. Eligibility in the Faculty Salary Equity Review process does not preclude faculty from being eligible for discretionary awards and increases articulated in ~~IV, below 11.4.~~

III. Awards

A. 2025-2027 Convocation Awards.

At the annual Faculty Convocation, the FIU Board of Trustees or designee may provide to employees' one-time awards totaling no more than 0.16% of the total employee payroll as of the end of the prior Academic Year for special achievements, including awards for teaching, research, service, mentorship, librarianship and advising, according to the selection procedures established by the Faculty Senate. No later than July 30 of each year, the University shall provide the local UFF-FIU chapter a listing of such awards showing the name and department of each employee given an award during the previous academic year and the amount and nature of the award.

B. Research Enhancement Awards

Beginning in 2025-2026 and each year thereafter, the University shall make available research enhancement awards totaling 0.25% of the total bargaining unit payroll as of the end of the prior Academic year to support anticipated research and professional creative activity in the upcoming summer semester. These awards will be distributed evenly amongst qualified applicants (as determined by selection procedures established by the Faculty Senate), and shall total no more than \$10,000 per award.

C. Publication/Creative Works Completion Awards

Beginning in 2026-2027 and each year thereafter, the University shall make available publication/creative works completion awards totaling up to 0.05% of the total bargaining unit payroll at the end of the prior Academic Year to support expenses related to the publication of scholarship and creative works for faculty who cannot cover these costs through contracts or grants. These awards will be distributed on a rolling basis and shall total no more than \$5,000 per award.

IV. Supplemental Summer Instructional Appointments

Compensation for supplemental summer instructional appointments shall be as follows:

A. Course sections assigned as part of supplemental summer appointments that are not offered through auxiliary academic programs shall be compensated at the following rates of the employee's nine-month base salary for each course assigned based on three (3) credit hours courses:

1. 2024-2025: 12.25%

2. 2025-2026: 11.75%

3. 2026-forward: 11.25%

Compensation for courses of more or fewer than three (3) credit hours shall be prorated.

B. Course sections assigned as part of a supplemental summer appointment that are offered through auxiliary academic programs shall be compensated at rates established by the respective program.

1. These rates shall be set at no less than the fall/spring overload course equivalent for the individual program.

2. On a yearly basis, the University will provide the UFF-FIU the complete auxiliary academic course rate schedule by the beginning of Fall semester for current fiscal year.

V. 2024-2027 Discretionary Awards and Increases

During the 2024-2025, the 2025-2026, and the 2026-2027 academic years, the FIU Board of Trustees or designee may provide additional salary increases and/or one-time awards totaling no more than one percent (1.0%) of the total employee payroll as of the last full pay period of the prior academic year. These increases may be provided for market equity considerations, including verified counteroffers and compression/inversion; increased duties and responsibilities; special achievements; Summer Faculty Research Awards; litigation/settlements; and similar special situations. No later than July 30 of each year, the University shall provide a listing of the distribution of these funds to the local chapter of UFF-FIU. This list will provide the name and department of the employee and the date, amount and nature of the award or salary increase during the prior academic year.

VI. Promotion Increases

Effective at the beginning of the academic year in which their promotions are effective, employees shall be awarded promotion increases as follows:

A. To Assistant University Librarian an eleven percent (11%) increase;

B. To Senior Lecturer, Senior Instructor, Research Associate Professor, Associate University Librarian, Associate Teaching Professor, or Associate Professor, a twelve percent (12%) increase;

C. To University Lecturer, University Instructor, Research Professor, University Librarian, Teaching Professor, or Professor, a fourteen percent (14%) increase.

VII. Notification to Employees

All employees shall be informed when the salary increases have been made available on Panther Soft. Upon request, an employee shall have the opportunity to consult with the person or committee that makes the initial recommendation for salary increases.

VIII. Contract and Grant-Funded Employees

A. Employees on grants or contracts shall receive salary increases and minimum salaries equivalent to similar employees on regular funding, provided that such salary increases are permitted by the terms of the contract or grant, and adequate funds are available for this purpose in the grant or contract. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not provided, the President or representative shall seek to have the contract or grant modified to permit such increases.

B. Nothing contained herein shall prevent employees whose salaries are funded by grant agencies from being allotted raises higher than those provided in this Agreement.

IX. Report to UFF

Except as otherwise provided in this Article 11, no later than 30 days after any increases or bonuses are implemented, the University shall send an electronic file to the UFF President containing each employee's: (1) employee ID; (2) pay plan; (3) job code; (4) employee class; (5) tenure status; (6) name; (7) rank; (8) time in rank; (9) department; (10) college; (11) start date; (12) gender; (13) race; (14) base salary for the current year; (15) any one-time bonuses; (16) base-salary from previous academic year; (17) overload compensation from the previous academic year; (18) summer compensation from the previous year.

X. Type of Payment

A. For the academic year, duties and responsibilities assigned by the University to an employee that do not exceed the available established FTE for the position shall be compensated through the payment of Salary, not by OPS.

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B. For the academic year, duties and responsibilities assigned by the University to an employee that are in addition to the available established FTE for the position shall be compensated through OPS and not Salary.

XI. Grievability

This Article is not subject to the Grievance and Arbitration Article but is subject to the Neutral, Internal Resolution of Policies Disputes policy as to address whether there is an arbitrary and capricious application of the provisions of one or more sections of this Article.

XII. Eligibility

Except as otherwise specified in this Article, an “eligible employee” for the purposes of this Article shall be defined as an employee who has received at least a satisfactory rating overall on his or her most recent annual evaluation. Where no evaluation was given for assigned responsibilities, performance shall be presumed to have been at least satisfactory overall. Employees on paid or unpaid leave who have not had assigned responsibilities during all or part of the previous Academic Year shall be presumed to have been at least satisfactory overall for purposes of qualifying as an “eligible employee” for purposes of this Article.

XIII. Distinguished University Professor

The Provost shall designate up to five Distinguished University Professors each year and the individuals selected will each receive a \$5,000 base salary adjustment as part of the annual salary increase process in the academic year following their selection as Distinguished University Professors. The Provost, in accordance with the university governance process and subject to consultation with UFFFIU, shall determine the criteria and procedures.

XIV. Minimum Salaries

A. Full-time faculty who are covered by this collective bargaining agreement and who are not in receipt of a notice of termination or non-reappointment shall receive a base nine-month equivalent salary not less than the amounts described below:

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1. Effective on the faculty contract date for the 2024-2025 academic year, the minimum base nine-month equivalent salary for eligible non-librarian employees holding a master's degree or equivalent shall be \$66,000 and the minimum base nine-month equivalent salary for eligible employees holding a doctoral degree or equivalent shall be \$71,000.
 2. For employees carrying the designation of "librarian," effective on the faculty contract date of 2024-2025, the minimum base 12-month salary shall be \$70,000.
- B. The amounts specified in ~~11.14.a.1~~ A.1 will increase according to negotiated base salary increases identified in ~~11.1.a., 11.1.b., 11.1.d.~~ I.A., I.B, I.D, and any additional area of the Collective Bargaining Agreement that specifies retention salary increases.
- C. No eligible employee shall receive an increase to their base salary to meet the minimum salaries articulated in XIII.A.1 in a single year as set forth in this collective bargaining agreement of an amount greater than 5% of their annual salary, except as provided by for processes outside of this section (e.g., promotion, reclassification from non-tenure track to tenure track, administrative increments, discretionary awards and increases, etc.).
- D. Retention salary increases, if applicable, shall be applied first before any minimum salary increase is provided to an employee.

XV. Non-Recurring Retention Payments

- A. ~~2025-2026~~. Effective by the second full pay period after this agreement is ratified ~~in 2025~~, all eligible employees who were employed prior to January 1 of 2025, and who are continuously employed through the contract date and are not in receipt of a notice of termination or non-reappointment shall receive a one-time non-recurring merit bonus of an amount determined by their Annual Evaluation score for the 2024-2025 Academic Year. The bonus amounts will be determined as follows: one thousand (\$1,000) dollars for an evaluation of Satisfactory or Good; one thousand and five hundred (\$1,500) dollars for an evaluation of Very Good; two thousand (\$2,000) dollars for an evaluation of Outstanding.

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272 ~~B. The parties agree to negotiate additional non-recurring retention payments~~
273 ~~for 2026-2027.~~ 2026-2027. Effective by the second full pay period after this
274 agreement is ratified in 2026, all eligible employees who were employed prior
275 to January 1 of 2026, who are continuously employed through the contract
276 date and are not in receipt of a notice of termination or non-reappointment,
277 and who received a Satisfactory or better score on their Annual Evaluation for
278 the 2025-2026 Academic Year shall receive a one-time non-recurring merit
279 bonus of six thousand and five hundred (\$6,500) dollars.
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Chief Negotiator, FIU-BOT



Chief Negotiator, UFF-FIU

9/1/2026

Date

9/1/2026

Date

BOT-UFF POLICY 2: ASSIGNMENT OF RESPONSIBILITIES

I. Purpose

To describe principles and considerations governing assignment of professional responsibilities for employees.

II. Policy

A. Professional Obligations

An employee's professional obligation comprises both scheduled and non-scheduled activities. It is a part of the professional responsibility of employees to carry out their duties in an appropriate manner and place. For example, while instructional activities, office hours, student advising, and certain other duties and responsibilities, may be required to be performed at a specific time and place, other non-scheduled activities are more appropriately performed in a manner and place determined by the employee in consultation with their supervisor.

B. Annual Assignments

The annual assignment period shall run from the start of the summer semester to the end of the spring semester.

1. Process

- a) Prior to January 15th, in the current academic year, each employee shall submit a proposal for their next year's assignment noting the department/unit's expectations commensurate with the assigned effort/position to the person responsible for making their assignment. Prior to March 5th, each employee shall be apprised in writing of their annual assignment, except for the initial assignment. This document shall be made available to the employee in the faculty activity reporting system.

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- b) The employee shall be granted, upon request, a conference with the person responsible for making the assignment to express concerns.
- c) If the conference with the person responsible for making the assignment does not resolve the employee's concerns, the employee shall be granted, upon written request, an opportunity to discuss those concerns with an administrator at the next highest level.
- d) No employee's annual assignment, or changes thereof, shall be imposed arbitrarily or unreasonably. If an employee believes that assignment has been so imposed, or the issue has not been resolved in steps (B) and (C), the employee may proceed to address the matter through the expedited procedure contained in the Neutral, Internal Resolution of Policy Disputes (NIRD) process.
- e) If the employee has concerns or believes that the annual assignment has been imposed arbitrarily or unreasonably, all the steps to address the concerns or to complete the expedited NIRD process.
- f) When a chair assigns a faculty member a course that entails substantive syllabus preparation outside of their normal 9-month appointment in order to comply with state syllabus requirements, the faculty member shall receive compensation in the amount of \$700 per course. Faculty members working on syllabus preparation related to thesis/dissertation supervision, directed individual studies, supervised research/teaching, and the supervision of student interns are not eligible for this compensation. Faculty must receive written approval prior to any work being performed.

2. Contents

- a) The person responsible for making the employee's assignment shall include the duties and percentage of assigned effort for teaching, research, service, and/or administrative assignment, where applicable. Specifically:
 - i. Teaching assignments should include the percentage of effort, number of course equivalents (aligned with the department/unit's DAPS), and the specific courses assigned.

- 77 ii. In the event a faculty member's AY salary is compensated, in
78 part or in whole, from a contract or grant, the terms and
79 conditions associated with that contract or grant shall be noted
80 in the faculty member's annual assignment.

81
82 **3. Change in Annual Assignment**

- 83
84 a) Should it become necessary to make changes in an employee's
85 assignment, the person responsible for the employee's assignment
86 must notify the employee in writing of the change in assignment,
87 provide a reason for the change, and any updated percentages of
88 effort. Wherever possible, any change to the assignment shall be
89 made in agreement with the employee.

- 90
91 b) The University properly has the obligation constantly to monitor and
92 review the size and number of classes and other activities, to
93 consolidate inappropriately small offerings, and to reduce
94 inappropriately large classes. The University commits to notifying
95 faculty of any such changes at least one (1) week prior to the
96 beginning of a semester.

97
98 **C. Considerations in Assignment**

- 99
100 1. Although the Legislature has described the minimum full academic
101 assignment in terms of twelve (12) contact hours of instruction or
102 equivalent research/scholarship and service, the professional
103 obligation undertaken by an employee will ordinarily be broader
104 than that minimum. In making assignments, the University has the
105 right to determine the types of duties and responsibilities that
106 comprise the professional obligation and to determine the mix or
107 relative proportion of effort an employee may be required to expend
108 on the various components of the obligation, in line with criteria a-e
109 (A)-(H) listed below.

- 110
111 a) The needs of the program, department/unit, school/college, or
112 university.
113
114 b) The employee's qualifications and experiences, including
115 professional growth and development and preferences.
116

- c) The rights and responsibilities articulated under BOT-UFF Article 5: Academic Freedom and Responsibility
 - d) The opportunity to fulfill applicable criteria for tenure, promotion, successive fixed multi-year appointments, post-tenure review, and merit salary increases.
 - e) The department/unit's approved "differential assignment policies."
2. The period of an instructional assignment during an academic year shall not exceed an average of seventy-five (75) days per semester, and the period for testing, advisement, and other scheduled assignments shall not exceed an average of ten (10) days per semester. Within each semester, activities referred to above shall be scheduled during contiguous weeks with the exception of spring break, if any.
 3. Teaching schedules shall be established, if practicable, so that the time between the beginning of the first assignment and the end of the last for any one day does not exceed eight (8) hours.

D. Differential Assignment Policies

1. All assignments shall accord with the written policies and/or procedures developed by each department/unit and approved by the university ("Differential Assignment Policies").
 - a) Such policies shall include:
 - i. Expectations and definitions of teaching, research, clinical, service, and administrative activities assigned within the department/unit.
 - ii. Generally expected articulations of teaching, research, clinical, service, and administrative effort, including number of course equivalents assigned, within the department/unit.
 - iii. Teaching activity multipliers that serve as the formal recognition and incorporation that some assigned classes take additional effort beyond those normally expected within the

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department/unit. This shall be expressed in the form of
field/discipline appropriate departmental/unit modifiers.

b) Faculty retain the rights under BOT-UFF Article 5: Academic Freedom and Responsibility to make individual pedagogical decisions within their courses, even if these choices are not reflected in assigned effort.

c) Faculty are expected to update their course materials within their normal teaching assignment and in accordance with expectations within their discipline/field.

d) Faculty assigned to develop a new course shall be assigned effort to do so.

2. The employees of each department/unit who are eligible to vote in department/unit governance shall participate in the development of these policies and shall recommend implementation by vote of a majority of at least a quorum of those employees.

3. The proposed policies, or revisions thereof, shall be first reviewed and approved at the College level by the Dean for consistency with College missions and goals. Once approved by the Dean, the policies shall advance to the Provost or designee for review and approval. If the Dean determines that the recommended or existent policies are not consistent with the missions and goals of the College, University, The BOT-UFF Agreement, or relevant University policies, the proposal shall be referred to the department/unit for revision with reasons for non-approval or need for changes expressed in writing.

4. The proposed policies, or revisions thereof, shall be finally reviewed and approved by the Provost or designee to ensure that they are consistent with the mission and goals of the University and that they comply with the BOT-UFF Agreement and all relevant University policies. If the Provost or designee determines that the recommended or existent policies are not consistent with the missions and goals of the University, the BOT-UFF Agreement, or relevant University policies, the proposal shall be referred to the department/unit for revision with reasons for non-approval or need for changes expressed in writing. Upon final approval of the Provost

or designee, the policies will become effective at the beginning of the next evaluation period unless otherwise agreed.

5. All approved policies, and revisions thereof, shall be kept on file in the department/unit office and placed on the University website for access by employees and the UFF-FIU chapter.

E. Equitable Opportunity

1. Each employee shall be given assignments that provide equitable opportunities, in relation to other employees in the same department/unit, to meet the required criteria for tenure, promotion, successive fixed multi-year appointments, post-tenure review, and merit salary increases.

- a) For the purpose of applying this principle to promotion, assignments shall be considered over the entire period since the original appointment or since the last promotion, not solely over the period of a single annual assignment. The period under consideration at this University shall not be less than four years.

- b) For the purpose of applying this principle to tenure, assignments shall be considered over the entire period of tenure-earning service and not solely over the period of a single annual assignment.

2. If it is determined that an employee was not provided an equitable opportunity for tenure or, as described in this section, the employee may be awarded an additional period of employment requiring the University to provide the equitable opportunity as described herein. In ensuing assignments, the Provost or designee must enforce the decision regarding equitable opportunity.

F. Place of Employment

1. Principal

Each employee shall be assigned one principal place of employment, as stated in the initial letter of offer. Where possible, an employee shall be given at least nine (9) months' notice of a change in principal

place of employment. Voluntary changes and available new positions within the department shall be considered prior to involuntary changes.

2. Secondary

Each employee, where possible, shall be given at least ninety (90) days written notice of assignment to a secondary place of employment, more than fifteen (15) miles from the employee's principal place of employment. The employee shall be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such change. If the assignment to a secondary place of employment is made within a regular full-time appointment, the supervisor shall make an appropriate adjustment in the assignment in recognition of time spent traveling to a secondary place of employment. Necessary travel expenses, including overnight lodging and meals for all assignments not at the employees' principal place of employment shall be paid at the State rate and in accordance with the applicable provisions of State law. In the event the BOT establishes a new campus, center or similar worksite, either party may request that the provisions of this Policy may be reopened for further bargaining.

G. Resources

1. Equipment and Materials

When equipment and materials (e.g., photocopies) and/or other resources are reasonably required for classes or to perform other assigned responsibilities there shall be sufficient resources, equipment and materials to allow the performance of assigned responsibilities and to accommodate the students assigned to classes.

2. Research Space

Employees who require research space for performance of their assigned responsibilities shall be allocated suitable research space as determined by the University. Every new employee who is promised research space under the terms of his or her letter of offer shall be provided space within the time designated in his or her letter of offer. If

277 occupation of the space is not available within the agreed upon time, the
278 University will provide monthly progress reports to the employee,
279 department chair and Dean with expected availability dates. Employees
280 will be provided at least six (6) months' notice of the need to vacate
281 assigned research space. Tenure-earning employees will retain allocated
282 research space for the first three (3) years of tenure eligibility unless
283 another location is mutually agreed upon.

284 285 **3. Instructional Support**

286
287 Faculty who have a teaching assignment shall receive University
288 support in creating and facilitating that assignment. For the purpose of
289 this subsection only, "University support" shall mean:

- 290
291 A. Access to and use of readily available technology (i.e., laptops,
292 video/audio recording) and information technology support;
293
- 294 B. FIU Online instructional design services (i.e., Course design and
295 pedagogical consultation, best practice recommendations,
296 capacity building, course formatting and maintenance support);
297
- 298 C. Access to training and development opportunities, including
299 those provided by FIU Online;
300
- 301 D. Any support related to structural course requirements as
302 determined by the Board of Governors, Board of Trustees, or
303 relevant accrediting agencies.
304

305 **H. Workweek**

306
307 Scheduled hours of all assigned duties for all employees shall not normally
308 exceed forty (40) hours per week. Time shall be allowed within the normal
309 working day for research, teaching, or other activities required of the
310 employee, when a part of the assigned duties. The BOT-UFF Policy on
311 Leaves shall govern schedule adjustment for holiday assignment.
312

313 **I. Instructional Overload Compensation**

314
315 When an employee is assigned to teach a face-to-face, a hybrid course, or
316 an online as an overload assignment, being a course for credit in addition

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317 to their full regular assignment, the compensation for the overload
318 assignment will be a minimum of \$1,000.00 per credit hour for the course.
319

320 **III. Dispute Resolution**

321
322 Unless otherwise articulated, all parts of this article are subject to the Neutral,
323 Internal Resolution of Disputes (NIRD) Policy process.
324

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FIU-BOT & FIU-UFF Tentative Agreement



Chief Negotiator, FIU-BOT

6/16/2026

Date



Chief Negotiator, UFF-FIU

6/2/2026

Date

BOT-UFF POLICY 3: EMPLOYEE PERFORMANCE EVALUATION**I. Purpose**

The policy outlines the methods for evaluating employee performance, how the results of these evaluations are communicated, and how this information is used in making personnel decisions. It emphasizes the shared commitment of all parties to the University's values.

II. Policy**A. Annual Evaluations**

The purpose of the annual evaluation is to assess and communicate the nature and extent of an employee's performance of assigned duties consistent with the criteria specified below in this Policy. Except for those employees who have received notice of non-reappointment pursuant to the BOT- UFF Policy on Non-reappointment, every employee shall be evaluated on their assigned effort at least once annually. Personnel decisions shall take such annual evaluations into account.

B. Third-Year Review

Faculty on tenure-earning status shall be reviewed by their peers during their third year of employment, in accordance with review procedures developed by each department/unit and approved by the Provost. For faculty hired with one (1) or two (2) years of tenure credit, this review should take place in the second year of employment. For faculty hired with three (3) or more years of tenure credit, the third-year review will not be conducted.

C. Tenure & Promotion

Faculty undergoing tenure and/or promotion review shall be reviewed according to the Office of the Provost's Tenure and Promotion manual, which is a living document and is not subject to bargaining.

D. Post-Tenure Review

Tenured Faculty are required to undergo post-tenure review as outlined in the Board of Governors Regulation 10.003 and FIU Regulation 2508 Post-Tenure Review.

1. Should any of these regulations or statutes be found to be invalid or unenforceable by the final decision of a tribunal of competent jurisdiction or are rendered invalid by reason of subsequently enacted legislation or regulation, the University agrees to return to the Sustained Performance Evaluation procedures described in the 2021-2024 Collective Bargaining Agreement.

III. Procedures**A. General****1. Sources and Methods of Evaluation**

In preparing a faculty's evaluation, the person(s) responsible for evaluating the employee may consider, where appropriate, information from the following sources:

- a) The employee;
- b) The employee has the responsibility to submit all relevant information on their assigned effort according to procedures developed through P1.3.b of this Policy.
- c) Peers;
- d) Students;
- e) Immediate supervisor(s);
- f) Other University officials who have responsibility for supervision of the employee;

- g) Individuals to whom the employee may be responsible during a service or administrative assignment.

2. Observation, Visitation, and Access to Classes and Course Materials

a) Supervisory Observation of Synchronous Classes

The employee, if assigned instructional effort, shall be notified at least two (2) weeks in advance of the date, time, and place of any direct synchronous instructional observation or visitation made in connection with the employee's evaluation. If the employee determines that this date is not appropriate because of the scheduled class activities, the employee ~~may~~ shall suggest a more appropriate date **within two weeks of the initial proposed date**. Classroom visitation without prior notice, for nonevaluative purposes, may be made with permission of the employee.

b) Supervisory Access to Asynchronous Course Materials

Requests to access instructional materials located on a faculty's assigned course management system page(s) or other digital element of an employee's assigned course for the purpose of evaluation, must be approved by the faculty. Such requests and the reason for the requested access must be made in writing at least 2 weeks in advance. Such permission shall be granted for no more than one (1) week, at which point the supervisor must produce formal documentation of evidence to be used in the evaluation. This documentation shall be shared with the employee within the one (1) week period the supervisor has been granted access for the purposes of evaluation. Similar access without prior notice, for nonevaluative purposes, may be made with the permission of the employee.

3. Uses of Sources and Methods of Evaluation

All information used by the person responsible for evaluating the employee in the creation of an evaluation must be included in the Evaluation File as articulated in BOT-UFF Policy: Evaluation File, except

for external review letters associated with tenure and/or promotion. Only materials included in the Evaluation File can be used in creating faculty evaluations, unless otherwise stated in this Policy.

4. Employee Assistance Programs

Neither the fact of an employee's participation in an employee assistance program nor information generated by participation in the program, shall be used as evidence of a performance deficiency within the evaluation process described in this Policy, except for information relating to the employee's failure to participate in an employee assistance program consistent with the terms to which the employee and the University have agreed in writing.

B. Annual Evaluation Procedures

1. Annually, the department chair or supervisor will prepare a written evaluation of all employees.

a) The proposed written annual evaluation, including a copy of the employee's annual assignment furnished pursuant to the BOT-UFF Policy on Assignment of Responsibilities, shall be provided to the employee within forty-five (45) days after the end of the current year's annual assignment period.

b) The employee shall be offered the opportunity (during the thirty-day (30) period following receipt of the proposed annual evaluation) to discuss the evaluation with the evaluator.

c) The employee may request, in writing, a meeting with the administrator at the next higher level to discuss concerns regarding the proposed annual evaluation that were not resolved in previous discussions with the evaluator. This request shall be made no later than five (5) days after the meeting with the person responsible for their evaluation.

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d) The evaluation shall be submitted to the faculty activity reporting system.

e) The employee may attach a concise comment to the evaluation. The employee can obtain a copy of the completed evaluation through the faculty activity reporting system.

f) If an employee believes the evaluation to be arbitrary or unreasonable, or otherwise in conflict with the procedures outlined in this policy, and the issue has not been resolved in steps (b) and (c), the employee may proceed to address the matter through the ~~expedited~~ procedure contained in the Neutral, Internal Resolution of Policy Disputes process.

2. Each University department/unit shall develop and maintain procedures by which to evaluate each employee's annual assignment according to criteria specified below in this Policy. These procedures shall include the method for distribution of any merit salary increase funds provided pursuant to the BOT-UFF Agreement. The employees of each department/unit who are eligible to vote in department/unit governance shall participate in the development of these procedures and shall recommend implementation by vote of a majority of at least a quorum of those employees.

a) The proposed procedures, or revisions thereof, shall be first reviewed at the College level by the Dean for consistency with the respective School's/College's missions and goals and then reviewed by the Provost or designee to ensure that they are consistent with the mission and goals of the University and that they comply with the BOT-UFF Agreement and all relevant University policies.

b) If the Provost or designee determines that the proposed procedures are not consistent with the missions and goals of the University, the BOT-UFF Agreement, or relevant University

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185 policies, the proposal shall be referred to the department/unit for
186 revision with the reasons for non-approval expressed in writing.

187
188 c) If the Provost or designee determines that procedures that have
189 previously been approved by the Provost or designee are not
190 consistent with the missions and goals of the University, the
191 BOT-UFF Agreement, or relevant University policies, the
192 procedures shall be referred to the department/unit for revision
193 with specific reasons for the need for changes expressed in
194 writing.

195
196 d) Any changes made shall go into effect no earlier than the
197 beginning of the following academic year.

198
199 3. Employees in each department/unit shall be provided access to that
200 department/unit's current procedures for annual evaluation and
201 distribution of merit salary increase funds. The UFF-FIU President shall
202 have access to all pertinent policies and procedures online.

203
204 4. 4. Upon written request from the employee, the persons responsible for
205 supervising and evaluating an employee shall endeavor to assist the
206 employee in correcting any major performance deficiencies reflected in
207 the employee's annual evaluation.

208
209 **C. Third-Year Review Procedures**

210
211 Each unit/college procedure for third-year review must be approved by a
212 vote of the majority of tenured and tenure-earning faculty in the
213 department/unit and by the Provost or designee.

214
215 **D. Tenure and Promotion Procedures**

216
217 The procedures for the tenure and promotion processes are outlined in the
218 Tenure and Promotion Manual which is located on the Office of the Provost
219 website and are not subject to bargaining.

E. Post-Tenure Review Procedures

1. The University agrees that it will not modify any of the provisions set forth in the "POST-TENURE FACULTY REVIEW PROCEDURES" policy or related documents without engaging in collective bargaining.
2. The University shall provide to the UFF president a copy of (a) the Provost's annual report to the President and Board of Trustees (b) the audit reports generated pursuant to the Post-Tenure Review Policy. Each year, there shall also be a consultation between UFF-FIU and the provost, or their designee, including a discussion of any discrepancies between overall ratings that arose between the stages of review.
3. Every spring semester, the Provost shall issue a memorandum identifying the Faculty Members that will undergo post-tenure review for the following Academic Year. The Provost's memorandum will describe the timeline for the submission of materials by the Faculty Members. The Provost will also make the Post-Tenure Faculty Review Procedures and all other applicable documents publicly available to faculty on the Provost's website.
4. Each year of the post-tenure review and for tenured Faculty Members who achieve a performance rating of "meets expectations" or "exceeds expectations," as defined in BOG Regulation 10.003, shall receive the following one-time bonus:
 - a) Faculty receiving the rating of "meets expectations" shall receive a one-time bonus of \$2,000.
 - b) Faculty receiving the rating of "exceeds expectations" shall receive a one-time bonus of \$5,000.
5. The post-tenure review shall not consider or otherwise discriminate based on the Faculty Members' political or ideological viewpoints.

IV. Criteria**A. Annual Evaluation Criteria**

1. Each University department/unit shall develop and maintain criteria by which to evaluate each employee's annual assignment according to the process specified below in this Policy. These criteria shall detail expectations of performance in teaching, research, service, and administrative effort germane to the discipline(s)/field(s) housed within the department/unit.

a) The proposed criteria, or revisions of existing criteria, shall be first reviewed at the College level by the Dean for consistency with School/College missions and goals and then reviewed by the Provost or designee to ensure that they are consistent with the mission and goals of the University and that they comply with the BOT-UFF Agreement and all relevant University policies.

b) If the Provost or designee determines that the proposed or existent criteria are not consistent with the missions and goals of the University, the BOT-UFF Agreement, or relevant University policies, the proposal shall be referred to the department/unit for revision with specific reason(s) for non-approval expressed in writing.

c) If the Provost or designee determines that criteria that have previously been approved by the Provost or designee are not consistent with the missions and goals of the University, the BOT-UFF Agreement, or relevant University policies, the procedures shall be referred to the department/unit for revision with specific reason(s) for the need for change(s) expressed in writing.

d) Any new criteria shall become effective no earlier than the beginning of the following academic year after being fully approved.

2. Employees in each department/unit shall be provided access to that department/unit's current criteria for annual evaluation. The UFF-FIU President shall have access to all pertinent policies and procedures online.

B. Third-Year Review Criteria

The third-year review will take into consideration the faculty's assignment and annual evaluations, and any other information that the department/unit faculty deem appropriate to be considered and have specified in department/unit procedures.

C. Tenure and Promotion Criteria

Requirements for appointment to and promotion within all tracks (tenure, teaching, research, clinical and professional practice) will be determined by the individual colleges/units and developed per appropriate Board of Trustee (BOT) rules, the BOT-UFF Collective Bargaining Agreement, appropriate policies and the University's Tenure and Promotion Manual.

D. Post-Tenure Review Criteria

Criteria related to post-tenure review shall be made in accordance with POST-TENURE FACULTY REVIEW PROCEDURES policy.

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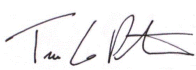
FIU-BOT & FIU-UFF Tentative Agreement



Chief Negotiator, FIU-BOT

8/31/2026

Date



Chief Negotiator, UFF-FIU

8/31/2026

Date

BOT-UFF POLICY 5: DISCIPLINARY FILE**I. Purpose**

To keep a record of previous incidents of discipline and allow faculty to respond to these instances such that they can be taken into consideration in any future infractions insomuch that they align with the progressive discipline process.

II. Policy**A. Contents of the Disciplinary File**

There shall be one (1) Disciplinary File consisting of:

1. A dated copy of all detailed outcomes related to BOT-UFF Policy on Disciplinary Action and Job Abandonment. For example, outcomes include written reprimands ,suspensions, Performance Improvement Plans.
2. Copies of any Performance Improvement Plans required as part of any disciplinary actions.
3. Documentation from the employee's supervisor indicating the employee has met any required condition of a disciplinary action, including Performance Improvement Plans.
4. Any written response by the employee to any document existing in their disciplinary file.

B. Contents of the Employee Review Processes File

Records of employee review processes that do not result in disciplinary outcomes shall not be stored in the Disciplinary File but shall instead be stored in an Employee Review Processes file. This file shall consist of:

1. A dated copy of all detailed outcomes related to BOT-UFF Policy on Neutral, Internal Resolutions of Policy Disputes that do not result in disciplinary outcomes.
2. Summaries of Concerns and Expectations which are documentation of verbal counseling.

41
42 **C. Use of the Disciplinary File**
43

44 The Disciplinary File can be used only in decisions concerning:
45

- 46 1. BOT-UFF Policy on Disciplinary Action and Job Abandonment
47
48 2. Post-Tenure Review decisions as required by Board of Governor's Policy
49
50 3. Merit award decisions
51

52 **D. Use of the Employee Review Processes File**
53

54 The Employee Review Processes File is for record keeping purposes. The only
55 file that can be the basis for evaluation of an employee's performance is the
56 Department's Evaluation File referred to in the Evaluation File Policy.
57

58 **E. Access**
59

60 The University shall take all reasonable steps to ensure that the Disciplinary File
61 and the Employee Review Processes File are housed securely and are made
62 available to the employee online. **Because the Disciplinary File is an evaluation of**
63 **the employee's academic performance, it is confidential and exempt from public**
64 **records disclosure pursuant to Florida Statutes Section 1012.91(1)(a)**
65

66 **F. Anonymous Material**
67

68 There shall be no anonymous material in the Disciplinary File or the Employee
69 Review Processes File.
70

71 **G. Removal of Contents**
72

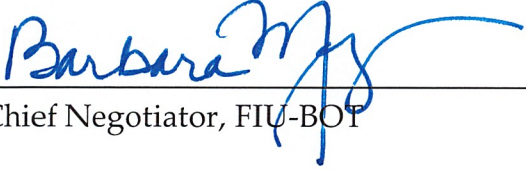
73 Materials may also be removed pursuant to the resolution of a grievance arising
74 from the Collective Bargaining Agreement or of a complaint arising from a BOT-
75 UFF Policy.
76

77 **H. Limited Access Information**
78

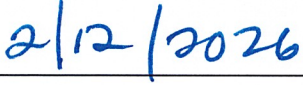
79 The Disciplinary File and the Employee Review Processes File shall be available
80 for inspection only by the employee, his or her representative (upon written

81 authorization from the employee), University and Board officials who use the
82 information in carrying out their responsibilities, and others engaged by the
83 parties to resolve disputes, or by others by court order. **Because the Disciplinary**
84 **File is an evaluation of employee performance, pursuant to section 1012.91(1)(a),**
85 **Florida Statutes, such records are limited-access records and confidential and**
86 **exempt from public records disclosure.**
87

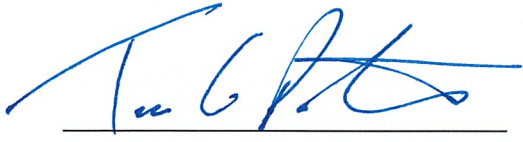
FIU-BOT & FIU-UFF Tentative Agreement



Chief Negotiator, FIU-BOT



Date



Chief Negotiator, UFF-FIU



Date

BOT-UFF POLICY 6: EMPLOYEE RECORDS**I. Purpose**

To establish what constitute faculty employment records and provide a means for university employees to inspect such records.

II. Policy

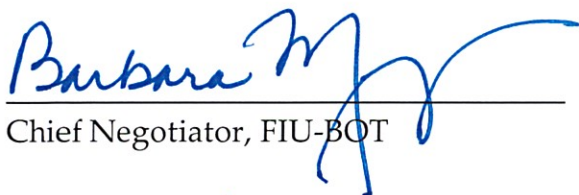
A. Each University employee shall have the right to access records related to their employment at the University. These records include but are not limited to:

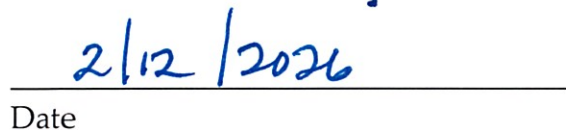
1. Initial appointment letter and any changes to appointment
2. Records of annual compensation
3. Documented conflicts of interest
4. Employee leaves
5. Approved annual evaluations
6. Third-year review decisions
7. Tenure and/or promotion decisions
8. Post-tenure review decisions
9. Outcomes of performance improvement plans
10. Participation in employee assistance programs
11. Sabbatical and professional development documentation
12. Annual assignments
13. Responses by faculty to any evaluations, or other items included in the records enumerated above.

B. Access

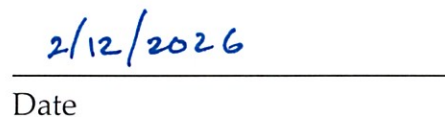
The University shall take all reasonable steps to ensure the records enumerated above are housed securely online and are made available to the employee. A list of these records and the means of accessing them shall be included in the FIU Faculty Handbook.

FIU-BOT & FIU-UFF Tentative Agreement



Chief Negotiator, FIU-BOT

Date

Chief Negotiator, UFF-FIU

Date

BOT-UFF POLICY 10: LEAVES**I. Purpose**

To establish policy and procedures concerning employee leaves.

II. Policy**A. Requests for A Leave or Extension of Leave of One (1) Semester or More**

1. For a leave of one (1) semester or more, an employee shall make a written request not less than 120 days prior to the beginning of the proposed leave, if practicable.
2. For an extension of a leave of one (1) semester or more, an employee shall make a written request not less than sixty (60) days before the end of the leave, if practicable.
3. The University shall approve or deny such request in writing not later than thirty (30) days after receipt of the request.
4. An absence without approved leave or extension of leave shall subject the employee to the provisions of Section VII~~7~~ of the BOT-UFF Policy on Disciplinary Action and Job Abandonment.
5. An employee's request for use of leave for an event covered by the provisions of the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3) shall be submitted and responded to in accordance with the provisions of Section F~~6~~ of this Policy.

B. Return from Leave

An employee who returns from an approved leave of absence with or without pay shall be returned to the same classification, unless the University and the employee agree in writing to other terms and conditions. The return from FMLA leave shall be in accordance with Section F~~6~~ of this Policy.

C. Accrual During Leave with Pay

An employee shall accrue normal leave credits while on compensated leave in full-pay status, or while participating in the sabbatical or professional development programs. If an employee is on compensated leave in less than full-pay status for other than sabbaticals or professional development programs, the employee shall accrue leave in proportion to the pay status.

D. Tenure Credit During Periods of Leave

Semester(s) during which an employee is on compensated or uncompensated leave for more than twenty (20) days shall not be creditable for the purpose of determining eligibility for tenure, except by mutual agreement of the employee and the University. In deciding whether to credit such leave toward tenure eligibility, the President or designee shall consider the duration of the leave, the relevance of the employee's activities while on such leave to the employee's professional development and to the employee's field of employment, the benefits, if any, which accrue to the University by virtue of placing the employee on such leave, and other appropriate factors.

E. Holidays

1. An employee shall be entitled to observe all official University holidays. No classes shall be scheduled on holidays. Classes not held because of a holiday shall not be rescheduled.
2. Supervisors are encouraged not to require an employee to perform duties on holidays; however, an employee required to perform duties on holidays shall have the employee's schedule adjusted to provide equivalent time off, up to a maximum of eight (8) hours for each holiday worked.
3. If an employee who has performed duties on a holiday terminates employment prior to being given time off, the employee shall be paid, upon termination, for the holiday hours worked within the previous twelve (12) month period.

F. Family and Medical Leave Act (FMLA) Entitlements

The Family and Medical Leave Act of 1993 ("FMLA") is the common name for the federal law providing eligible employees an entitlement of up to

twelve (12) weeks of leave (or twenty-six (26) weeks of military caregiver leave) without pay for qualified family or medical reasons during a one-year period. This Act entitles the employee to take leave without pay; where University policies permit, employees may use accrued leave with pay during any qualifying family or medical leave. The failure to list, define, or specify any particular provision or portion of the FMLA in this Policy shall in no way constitute a waiver of any of the rights or benefits conferred to the employer or the employee through the FMLA.

Under FMLA, the University is responsible in all circumstances for designating leaves as FMLA-qualifying when appropriate and providing the designation to the employee within five (5) business days, absent extenuating circumstances, after the University has had sufficient information to determine whether the leave is FMLA-qualifying. FMLA does not allow the University to delay the designation of a FMLA-qualifying leave or designate more than the twelve (12) weeks of leave (or twenty-six (26) weeks of military caregiver leave) as FMLA leave.

1. Implementation of FMLA Leave Entitlements

- a) An employee, whether salaried or paid from Other Personal Services (OPS), is entitled to twelve (12) weeks of FMLA leave or twenty-six (26) weeks of military caregiver leave within a twelve (12) month period for any qualifying family or medical leave.
- b) A salaried employee is entitled to a parental leave for up to twenty-six weeks in accordance with the provisions of Section [G7](#) of this Policy for a birth or adoption of the employee's child. The first twelve (12) weeks of the paid parental leave shall be designated as a FMLA leave if FMLA conditions apply.

2. Accounting for the Use of FMLA Leave in a Twelve-Month Period

- a) A rolling year (commencing with the first day of leave) shall be the designated twelve (12) month period in which to count the use of up to twelve (12) weeks of FMLA leave or twenty-six (26) weeks of military caregiver leave.

- 121
- 122 b) An eligible employee's entitlement to leave for a birth or
- 123 placement for adoption or foster care expires at the end of a
- 124 twelve (12) month period beginning on the date of the birth
- 125 or placement of the child.
- 126

127 **3. Use and Approval of FMLA Leave**

128

- 129 a) The University shall approve FMLA leave for an eligible
- 130 employee as long as the reasons for absence qualify under the
- 131 FMLA and the employee has not exhausted the employee's
- 132 twelve (12) weeks of leave (or twenty-six weeks of military
- 133 caregiver leave) within the appropriate 12-month period for
- 134 such leave. The employee may request FMLA leave as
- 135 accrued leave, leave without pay, or a combination of both.
- 136
- 137 b) The University may require that the employee use accrued
- 138 leave with pay prior to requesting leave without pay for the
- 139 twelve (12) weeks of FMLA leave or the twenty-six (26) weeks
- 140 of military caregiver leave. Requiring the use of paid leave
- 141 shall be applied consistently and may not be used merely to
- 142 exhaust the employee's leave balance in order to prohibit the
- 143 use of paid leave while on leave without pay as provided for
- 144 in this Policy.
- 145
- 146 c) After the President or designee has acquired knowledge that
- 147 the leave is being taken for an FMLA required reason, the
- 148 President or designee shall within two business days, absent
- 149 extenuating circumstances, notify the employee of the period
- 150 of FMLA leave to be granted, including the date of return to
- 151 employment. If the notice is oral, it shall be confirmed in
- 152 writing no later than the following payday (unless the payday
- 153 is less than one week after the oral notice, in which case the
- 154 notice must be no later than the subsequent payday).
- 155

156 **G. Parental Leave**

157

- 158 1. An employee, at the employee's request, shall be granted parental
- 159 leave when the employee becomes a biological parent or a child is
- 160 placed in the employee's home pending adoption. Foster care is not

covered under parental leave but is provided through the FMLA provisions in accordance with this Policy.

2. Except as indicated in [G.7\(f\)](#), once during his or her employment career at FIU, at the employee's discretion, an employee on a 12-month appointment shall be granted parental leave at full pay for a period not to exceed twenty-six (26) consecutive weeks. ~~Such paid parental leave shall begin no earlier than two (2) weeks before the expected date of the child's birth or placement in the employee's home or the actual date of the child's birth or placement in the employee's home, whichever is earlier, and shall end no later than one (1) year from the date of the child's birth or placement in the employee's home.~~
3. Except as indicated in [G.7\(f\)](#), once during his or her employment career at FIU, at the employee's discretion, an employee on an Academic Year appointment shall be granted a parental leave at full pay during Fall or Spring semester and at .33 FTE during Summer A or Summer B, for a period not to exceed twenty-six (26) consecutive weeks. ~~Such paid parental leave shall begin no earlier than the first day of classes in the semester during which the child's birth or placement in the employee's home is expected or during which the actual date of birth or placement occurs, whichever is earlier, and shall end no later than one (1) year from the date of the child's birth or placement in the employee's home.~~ Where circumstances permit, employees are encouraged to begin parental leave at the beginning of the first week of classes in the semester.
4. Such paid parental leave shall begin on a date determined by mutual agreement between the employee and their supervisor and shall end no later than one (1) year from the date of the child's birth or placement in the employee's home. The employee's supervisor shall work with the employee to determine an appropriate assignment for semesters impacted but not fully covered by parental leave where circumstances require, and the employee's annual assignment shall be changed in accordance with the BOT-UFF policy on Assignment of Responsibilities.
4. 5. If an employee who takes paid parental leave pursuant to paragraph [G.27\(b\)](#) or 3(c) requests parental leave for a period of

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more than twenty-six (26) consecutive weeks, the employee may use a combination of paid leave, accrued leave and leave without pay, and such request shall include the specific periods for each type of leave requested. Use of accrued leave during an approved period of leave without pay shall be in accordance with Section ~~M (e)~~ of this Policy.

a) The President or designee shall acknowledge to the employee in writing the period of paid parental leave to be taken and the date of return to employment.

b) In addition to paid parental leave and at the employee's request, the President or designee shall grant further accrued leave at the employee's request for a period not to exceed the employee's accrued leave, and/or full-time and/or part-time leave without pay for a period not to exceed one (1) year unless the President or designee determines that granting such leave would be inconsistent with the best interests of the University.

c) Any illness caused or contributed to by pregnancy shall be treated as a temporary disability and the employee shall be allowed to use accrued sick leave credits when such temporary disability is certified by a health care provider.

~~5.~~ 6. Upon agreement between the employee and the University, intermittent FMLA leave or a reduced work schedule may be approved for the birth of the employee's child or placement of a child with the employee for adoption in accordance with Section ~~F6~~ of this Policy.

~~6.~~ 7. Once during his or her employment at FIU, at the employee's discretion, the twenty-six (26) consecutive weeks of parental leave may be split and used in two (2) consecutive week intervals. This would allow an employee to use parental leave for the birth or adoption of a child and another parental leave for a subsequent birth or adoption of a child. In no instance can the parental leave be utilized in more than two (2) semesters during the employee's career at FIU.

7. 8. Subsequent to the use of parental leave, the employee who is on a nine (9) month contract may be required, at the discretion of the University, to return to employment at FIU for two (2) semesters. In the event that the employee fails or refuses to return to employment at FIU, the University may recoup the value of the parental leave that was granted. If the employee is on a twelve (12) month contract, the employee may be required, at the discretion of the University, return to employment for six (6) months or the University may recoup the value of the parental leave that was granted. The recoupment will not apply in circumstances where the employee is not allowed to return to employment by FIU.

H. Leaves Due to Illness/Injury

Illness/Injury is defined as any physical or mental impairment of health, including such an impairment proximately resulting from pregnancy, which does not allow an employee to fully and properly perform the duties of the employee's position. When an employee's illness/injury may be covered by the Americans with Disabilities Act, the provisions of Public Law 101-336 shall apply.

1. Sick Leave

a) Accrual of Sick Leave

- i. A full-time employee shall accrue four (4) hours of sick leave for each biweekly pay period, or the number of hours that are directly proportionate to the number of days worked during less than a ~~full pay~~ ~~fullpay~~ period, without limitation as to the total number of hours that may be accrued.
- ii. A part-time employee shall accrue sick leave at a rate directly proportionate to the percent of time employed.
- iii. An employee appointed under Other Personal Services (OPS) shall not accrue sick leave.

b) Uses of Sick Leave

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- 280 i. Sick leave shall be accrued before being taken,
281 provided that an employee who participates in a sick
282 leave pool shall not be prohibited from using sick leave
283 otherwise available to the employee through the sick
284 leave pool.
- 285
- 286 ii. Sick leave shall be authorized for the following:
- 287
- 288 a. The employee's personal illness or exposure to a
289 contagious disease which would endanger others.
- 290
- 291 b. The employee's personal appointments with a
292 Health care provider.
- 293
- 294 c. The illness or injury of a member of the employee's
295 immediate family, at the discretion of the
296 supervisor. Approval of requests for use of
297 reasonable amounts of sick leave for caring for a
298 member of the employee's immediate family shall
299 not be unreasonably withheld. "Immediate family"
300 means the spouse, domestic partner, the
301 grandparents, parents, brothers, sisters, children,
302 and grandchildren of the employee, the employee's
303 spouse, domestic partner, or other dependents of
304 the employee, employee's spouse or domestic
305 partner, living in the household.
- 306
- 307 d. The death of a member of the employee's
308 immediate family, at the discretion of the
309 supervisor. Approval of requests for use of
310 reasonable amounts of sick leave, in addition to
311 paid Bereavement Leave otherwise provided by
312 this Policy, for the death of a member of the
313 employee's immediate family shall not be
314 unreasonably withheld.
- 315
- 316 iii. A continuous period of sick leave commences with the
317 first day of absence and includes all subsequent days
318 until the employee returns to work. For this purpose,
319 Saturdays, Sundays, and official holidays observed by

the State shall not be counted unless the employee is scheduled to perform services on such days. During any seven (7) day period, the maximum number of days of sick leave charged against any employee shall be five (5).

iv. An employee who requires the use of sick leave should notify the supervisor as soon as practicable.

v. An employee who becomes eligible for the use of sick leave while on approved annual leave shall, upon notifying the supervisor, substitute the use of accrued sick leave to cover such circumstances.

c) Certification

If an employee's request for absence or absence exceeds four (4) consecutive days, or if a pattern of absence is documented, the University may require an employee to furnish certification issued by an attending health care provider of the medical reasons necessitating the absence and/or the employee's ability to return to work. If the medical certification furnished by the employee is not acceptable, the employee may be required to submit to a medical examination by a health care provider who is not a University staff member which shall be paid for by the University. If the medical certification indicates that the employee is unable to perform assigned duties, the President or designee may place the employee on compulsory leave under the conditions set forth in Section ~~I 8(e)~~ of this Policy.

d) Payment for Unused Sick Leave

i. An employee with less than ten (10) years of FIU service who separates from FIU shall not be paid for any unused sick leave.

ii. An employee who has completed ten (10) or more years of FIU service, has not been found guilty or has not admitted to being guilty of committing, aiding, or

abetting any embezzlement, theft, or bribery in connection with State government, or has not been found guilty by a court of competent jurisdiction of having violated any State law against or prohibiting strikes by public employees, and separates from FIU because of retirement for other than disability reasons, termination, or death, shall be compensated at the employee's current regular hourly rate of pay for one-eighth of all unused sick leave accrued prior to October 1, 1973, plus one-fourth of all unused sick leave accrued on or after October 1, 1973; provided that one-fourth of the unused sick leave since 1973 does not exceed 480 hours. The compensation in this paragraph 8(4)(b) shall not be given to an employee who starts employment at FIU on or after July 1, 2006.

iii. Upon layoff, an employee with ten (10) or more years of FIU service shall be paid for unused sick leave as described in paragraph b., above, unless the employee requests in writing that unused sick leave be retained pending re-employment. For an employee who is reemployed by the University within twelve (12) calendar months following layoff, all unused sick leave shall be restored to the employee, provided the employee requests such action in writing and repays the full amount of any lump sum leave payments received at the time of layoff. An employee who is not re-employed within twelve (12) calendar months following layoff shall be paid for sick leave in accordance with this Policy.

iv. All payments for unused sick leave shall be made in lump sum and shall not be used in determining the average final compensation of an employee in any State administered retirement system. An employee shall not be carried on the payroll beyond the last official day of employment, except that an employee who is unable to perform duties because of a disability may be continued on the payroll until all sick leave is exhausted.

- 400
- 401 v. If an employee has received a lump sum payment for
- 402 accrued sick leave, the employee may elect in writing,
- 403 upon re-employment within 100 days, to restore the
- 404 employee's accrued sick leave. Restoration will be
- 405 effective upon the repayment of the full lump sum
- 406 leave payment.
- 407
- 408 vi. In the event of the death of an employee, payment for
- 409 unused sick leave at the time of death shall be made to
- 410 the employee's beneficiary, estate, or as provided by
- 411 law.
- 412

413 **2. Job-Related Illness/injury**

414

- 415 a) An employee who sustains a job-related illness/injury that is
- 416 compensable under the Workers' Compensation Law shall be
- 417 carried in full-pay status for a period of medically certified
- 418 illness/injury not to exceed seven (7) days immediately
- 419 following the illness/injury, or for a maximum of forty (40)
- 420 work hours if taken intermittently without being required to
- 421 use accrued sick or annual leave.
- 422
- 423 b) If, as a result of the job-related illness/injury, the employee is
- 424 unable to resume work at the end of the period provided in
- 425 paragraph a)-(1), above:
- 426
- 427 i. The employee may elect to use accrued leave in an
- 428 amount necessary to receive salary payment that will
- 429 increase the Workers' Compensation payments to the
- 430 total salary being received prior to the occurrence of
- 431 the illness/injury. In no case shall the employee's salary
- 432 and Workers' Compensation benefits exceed the
- 433 amount of the employee's regular salary payments; or
- 434
- 435 ii. The employee shall be placed on leave without pay
- 436 and shall receive normal Workers' Compensation
- 437 benefits if the employee has exhausted all accrued
- 438 leave in accordance with paragraph i (a), above, or the
- 439 employee elects not to use accrued leave.

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c) This period of leave with or without pay shall be in accordance with Chapter 440 (Worker's Compensation), Florida Statutes.

d) If, at the end of the leave period, the employee is unable to return to work and perform assigned duties, the President or designee should advise the employee, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon a current medical certification by a health care provider prescribed in accordance with Chapter 440 (Worker's Compensation), Florida Statutes, and taking the University's needs into account:

i. Offer the employee part-time employment;

ii. Place the employee in leave without pay status or extend such status;

iii. Request the employee's resignation; or

iv. Release the employee from employment, notwithstanding any other provisions of this Agreement.

I. Compulsory Leave

1. Placing Employee on Compulsory Leave

a) If an employee is unable to perform assigned duties due to illness/injury the President or designee may require the employee to submit to a medical examination, the results of which shall be released to the University, by a health care provider chosen and paid by the University, or by a health care provider chosen and paid by the employee, who is acceptable to the President or designee. Such health care provider shall submit the appropriate medical certification(s) to the University.

b) If the University agrees to accept the employee's choice of a health care provider the University may not then require another University-paid examination.

c) If the medical examination confirms that the employee is unable to perform assigned duties, the President or designee shall place the employee on compulsory leave.

2. Conditions of Compulsory Leave

a) Written notification to the employee placing the employee on compulsory leave shall include the duration of the compulsory leave period and the conditions under which the employee may return to work. These conditions may include the requirement of the successful completion of, or participation in, a program of rehabilitation or treatment, and follow-up medical certification(s) by the health care provider, as appropriate.

b) The compulsory leave period may be leave with pay or leave without pay. If the compulsory leave combines the use of accrued leave with leave without pay, the use of such leave shall be in accordance with Section (o) of this Policy.

c) If the employee fulfills the terms and conditions of the compulsory leave and receives a current medical certification that the employee is able to perform assigned duties, the President or designee shall return the employee to the employee's previous duties, if possible, or to equivalent duties.

3. Duration

Compulsory leave, with or without pay, shall be for a period not to exceed the duration of the illness/injury or one year, whichever is less.

4. Failure to Complete Conditions of Compulsory Leave or Inability to Return to Work

If the employee fails to fulfill the terms and conditions of a compulsory leave and/or is unable to return to work and perform assigned duties at the end of a leave period, the President or designee should advise the employee, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon the University's needs:

- a) Offer the employee part-time employment;
- b) Place the employee in leave without pay status or extend such status;
- c) Request the employee's resignation; or
- d) Release the employee from employment, notwithstanding any other provisions of any BOT-UFF Policy or the BOT-UFF Agreement.

J. Annual Leave

1. Accrual of Annual Leave

- a) Full-time employees appointed for more than nine (9) months, except employees on academic year appointments, shall accrue annual leave at the rate of 6.769 hours biweekly or 14.667 hours per month (or a number of hours that is directly proportionate to the number of days worked during less than a full-pay period for full-time employees), and the hours accrued shall be credited at the conclusion of each pay period or, upon termination, at the effective date of termination. Employees may accrue annual leave in excess of the year end maximum during a calendar year. Employees with accrued annual leave in excess of the year end maximum as of December 31, shall have any excess converted to post October 1, 1973 sick leave on an hour-for-hour basis on January 1 of each year.

- b) Part-time employees appointed for more than nine (9) months, except employees on academic year appointments,

shall accrue annual leave at a rate directly proportionate to the percent of time employed.

- c) Academic year employees, employees appointed for less than nine (9) months, and OPS employees shall not accrue annual leave.

2. Use and Restoration of Annual Leave

- a) Annual leave shall be accrued before being taken, except in those instances where the President or designee may authorize the advancing of annual leave. When leave has been advanced and employment is terminated prior to the employee accruing sufficient annual leave to credit against the leave that was advanced, the University shall deduct from the employee's warrant the cost of any annual leave advanced under this provision. All requests for annual leave shall be submitted by the employee to the supervisor as far in advance as possible and appropriate. Approval of the dates on which an employee wishes to take annual leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental/unit and organizational scheduling.

- b) Upon re-employment at FIU within 100 days, except for re-employment after layoff (see [3.c\(e\)\(3\)](#), below), the employee may elect in writing to restore up to 44 (forty-four) days (352 hours) of their former unused annual leave balance. In such cases, the employee's absence shall not constitute a break-in-service. Restoration will be effective upon the repayment of the lump sum leave payment up to forty-four (44) days.

- c) An employee may transfer internally into an annual leave accruing position up to forty-four (44) days of unused leave accrued in the FIU classification and pay plan in which previously employed, provided the employee has not received payment for such leave and no more than thirty-one (31) days have elapsed between jobs.

3. Payment for Unused Annual Leave

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- 600
- 601 a) Upon termination from an annual leave accruing
- 602 appointment, or transfer from an annual leave accruing
- 603 appointment to an academic year appointment, the
- 604 University shall pay the employee for up to forty- four days
- 605 (352 hours) of unused annual leave at the calendar year rate
- 606 the employee was accruing as of the employee's last day of
- 607 work, All unused annual leave in excess of forty-four days
- 608 (352 hours) shall be forfeited by the employee.
- 609
- 610 b) Upon layoff, an employee shall be paid for up to forty-four
- 611 days (352 hours) of unused annual leave in lump sum, unless
- 612 the employee requests in writing that annual leave credits be
- 613 retained pending re-employment. For employees who are re-
- 614 employed by the University within twelve (12) calendar
- 615 months following layoff, all unused annual leave shall be
- 616 restored to the employee, provided the employee requests
- 617 such action in writing and repays the full amount of any lump
- 618 sum leave payment received at the time of layoff. Employees
- 619 who are not re-employed within twelve (12) calendar months
- 620 following layoff and who elected to retain their annual leave
- 621 pending re-employment shall be paid for up to forty-four
- 622 days (352 hours) of unused annual leave at the calendar rate
- 623 the employee was accruing as of the employee's last day of
- 624 work.
- 625
- 626 c) If an employee has received a lump sum payment from the
- 627 University for Accrued Annual Leave, the employee may
- 628 elect in writing, upon re- employment at FIU within 100 days,
- 629 to restore the employee's accrued annual leave. Restoration
- 630 will be effective upon the repayment of the full lump sum
- 631 leave payment.
- 632
- 633 d) In the event of the death of an employee, payment for all
- 634 unused annual leave at the time of death, up to 352 hours,
- 635 shall be made to the employee's beneficiary, estate, or as
- 636 provided by law.
- 637

K. Administrative Leaves

1. Jury Duty and Court Appearances

- a) An employee who is summoned as a member of a jury panel or subpoenaed as a witness in a matter not involving the employee's personal interests, shall be granted leave with pay and any jury or witness fees shall be retained by the employee; leave granted hereunder shall not affect an employee's annual or sick leave balance.
- b) An appearance as an expert witness for which an employee receives professional compensation falls under the BOT-UFF Policy on Conflict of Interest and Outside Activity and the University's policies and rules relative to outside employment/conflict of interest. Such an appearance may necessitate the employee requesting annual leave or, if a non-annual leave accruing employee, may necessitate the employee seeking an adjustment of the work schedule.
- c) If an employee is required, as a direct result of the employee's employment, to appear as an official witness to testify in the course of any action such duty shall be considered a part of the employee's job assignment, and the employee shall be paid per diem and travel expenses and shall turn over to the University any fees received.
- d) An employee involved in personal litigation during work hours must request annual leave or, if a non-annual leave accruing employee, must seek an adjustment to the work schedule.

2. Military Leave

a) Short-term Military Training

An employee who is a member of the United States Armed Forces Reserve, including the National Guard, upon presentation of a copy of the employee's official orders or appropriate military certification, shall be granted leave with pay during periods in which the employee is engaged in annual field training or other active or inactive duty for

training exercises. Such leave with pay shall not exceed seventeen (17) workdays in any one (1) federal fiscal year (October 1 - September 30).

b) National Guard State Service

An employee who is a member of the Florida National Guard shall be granted leave with pay on all days when ordered to active service by the State. Such leave with pay shall not exceed thirty (30) days at any one time.

c) Other Military Leave

i. An employee, except an employee who is employed in a temporary position or employed on a temporary basis, who is drafted, who volunteers for active military service, or who is ordered to active duty (not active-duty training) shall be granted leave in accordance with Chapter 43 of Title 38, United States Code. Active military service includes active duty with any branch of the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard of the State of Florida, or other service as provided in Sections 115.08 and 115.09, Florida Statutes.

ii. Such leave of absence shall be verified by official orders or appropriate military certification. The first thirty (30) days of such leave shall be with full-pay and shall not affect an employee's annual or sick leave balance. The remainder of military leave shall be without pay unless the employee elects to use accumulated annual leave or appropriate leave as provided in [iv \(4\)](#) below, or the employer exercises its option under Section 115.14, Florida Statutes, to supplement the employee's military pay. Leave payment for the first thirty (30) days shall be made only upon receipt of evidence from appropriate military authority that thirty (30) days of military service have been completed.

iii. Applicable provisions of Federal and State law shall govern the granting of military leave and the employee's re-employment rights.

iv. Use of accrued leave is authorized during a military leave without pay in accordance with Section (o) of this Policy.

3. Leave Pending Investigation

When the President or designee has reason to believe that the employee's presence on the job will adversely affect the operation of the University, the President or designee may immediately place the employee on leave pending investigation of the event(s) leading to that belief. The leave pending investigation shall commence immediately upon the President or designee providing the employee with a written notice of the reasons therefore. The leave shall be with pay, with no reduction of accrued leave.

4. Other Leaves Provided Not Affecting Accrued Leave Balances

An employee may be granted other leaves not affecting accrued leave balances which are provided as follows:

a) Florida Disaster Volunteer Leave

Provided for an employee who is a certified disaster service volunteer of the American Red Cross. Leave of absence with pay for not more than fifteen (15) working days in the fiscal year may be provided upon request of the American Red Cross and the employee's supervisor's approval. Leave granted under this act shall be only for services related to a disaster occurring within the boundaries of the State of Florida.

b) Civil Disorder or Disaster Leave

Provided for an employee who is member of a volunteer fire department, police auxiliary or reserve, civil defense unit, or other law enforcement type organization to perform duties in

time of civil disturbances, riots, and natural disasters, including an employee who is a member of the Civil Air Patrol or Coast Guard Auxiliary, and called upon to assist in emergency search and rescue missions. Such paid leave not affecting leave balances may be granted upon approval by the President or designee and shall not exceed two days on any one occasion.

c) Athletic Competition Leave

Provided for an employee who is a group leader, coach, official, or athlete who is a member of the official delegation of the United States team for athletic competition. Such paid leave not affecting leave balances shall be granted for the purpose of preparing for and engaging in the competition for the period of the official training camp and competition, not to exceed 30 days in a calendar year.

d) Leave for Re-Examination or Treatment With Respect to Service Connected Disability

Provided for an employee who has such rating by the United State Department of Veterans Affairs and has been scheduled to be reexamined or treated for the disability. Upon presentation of written confirmation of having been so scheduled, such leave not affecting the employee's leave balances shall be approved and shall not exceed six (6) calendar days in any calendar year.

5. Official Emergency Closings

The President or President's representative may close the University, or portions of the University, in the event an Executive Order declaring an emergency has been issued. When natural disasters or other sudden and unplanned emergency conditions occur which are not covered by an Executive Order, the President or designee shall determine whether the University, or any portion thereof, is affected by the emergency and is to be closed. Such closings will be only for the period it takes to restore normal working conditions. Leave

799 resulting from such an emergency closing shall not reduce
800 employees' leave balances.

801
802 **L. Bereavement Leave**

803
804 An employee shall be granted up to seven (7) days of leave with pay for a
805 death in the employee's family, defined as spouse, domestic partner,
806 children (including foster or stepchildren), parents (including stepparents),
807 brother or sister (including stepbrother or stepsister), grandparents and
808 grandchildren of either the employee or employee's spouse or domestic
809 partner, or other comparable significant relationships. In addition to paid
810 bereavement leave, the employee may request approval to use reasonable
811 amounts of paid sick leave, paid annual leave or unpaid leave in the event
812 of a death in the family.

813
814 **M. Leave Without Pay**

815
816 **a) Granting**

817
818 Upon request of an employee, the President or designee shall
819 grant a leave without pay for a period not to exceed one year
820 unless the President or designee determines that granting
821 such leave would be inconsistent with the best interests of the
822 University. Such leave may be extended upon mutual
823 agreement.

824
825 **b) Salary Adjustment**

826
827 The salary of an employee returning from uncompensated
828 leave shall be adjusted to reflect all non-discretionary
829 increases distributed during the period of leave. While on
830 such leave, an employee shall be eligible to participate in any
831 special salary incentive programs such as the Teaching
832 Incentive Program.

833
834 **c) Retirement Credit**

835
836 Retirement credit for such periods of leave without pay shall
837 be governed by the rules and regulations of the Division of

Retirement and the provisions of Chapter 121, Florida Statutes.

d) Accrual of Leave/Holiday Pay

While on leave without pay, the employee shall retain accumulated sick leave and annual leave but shall not accrue sick leave or annual leave nor be entitled to holiday pay.

e) Use of Accrued Leave During an Approved Period of Leave Without Pay

i. Use of accrued leave with pay is authorized during a leave of absence without pay for parental, foster care, medical, or military reasons. Such use of leave with pay is provided under the following conditions:

a) Notwithstanding the provisions of Section [H.1.b 8\(i\)-\(1\)\(b\)](#) of this Policy regarding the use of sick leave, an employee may use any type of accrued leave in an amount necessary to cover the employee's contribution to the State insurance program and other expenses incurred by the employee during an approved period of leave without pay for parental, foster care, medical, or military reasons.

b) Normally the use of accrued leave during a period of leave without pay for medical reasons shall be approved for up to six (6) months, but may be approved for up to one year for the serious health condition of the employee or a member of the employee's immediate family.

c) The employer contribution to the State insurance program will continue for the corresponding payroll periods.

ii. An employee's request for the use of accrued leave during a period of leave without pay shall be made at

the time of the employee's request for the leave without pay. Such request shall include the amount of accrued leave the employee wishes to use during the approved period of leave without pay. If circumstances arise during the approved leave which cause the employee to reconsider the combination of leave with and without pay, the employee may request approval of revisions to the original approval.

N. . ~~Other Study~~ ~~Leaves~~ and ~~Retraining~~ ~~Assignments~~

1. Purpose

~~Other study~~~~leave~~ and retraining may be provided when it is in the University's best interests to make such opportunities available.

2. Policy

(a) Job-Required

An employee required to take academic course work or participate in professional development activities as part of assigned duties shall not be required to charge time spent attending classes during the workday to accrued leave.

(b) Job-Related

An employee may, at the discretion of the supervisor, be permitted to attend up to six (6) credit hours of course work per semester or participate in an equivalent number of hours of professional development during the workday, provided that the course work or professional development is directly related to the employee's assigned responsibilities and the supervisor determines that attending classes or professional development activities will not interfere with the proper operation of the employee's department/academic unit. Employees may, in accordance with ~~this Policy~~ and the BOT-

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915 UFF Policy on Leaves, use accrued annual leave for job-
916 related study.
917

918 **(c) Retraining**

919
920 The University may, at its discretion, provide opportunities
921 for retraining of employees. Such opportunities may be
922 provided to employees who are laid off, to those who are
923 reassigned, or in other appropriate circumstances. These
924 retraining opportunities may include enrollment in tuition-
925 free courses under the provisions of the BOT-UFF Policy on
926 Benefits and/or Sabbaticals or Professional Development
927 LeaveAwards.
928

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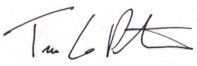
FIU-BOT & FIU-UFF Tentative Agreement



Chief Negotiator, FIU-BOT

8/31/2026

Date



Chief Negotiator, UFF-FIU

8/31/2026

Date

**BOT-UFF POLICY 15: PROFESSIONAL DEVELOPMENT ~~LEAVE AWARDS~~ AND
SABBATICALS**

I. Professional Development ~~Leave Awards~~

A. Purpose

To provide employees who are not eligible for Sabbatical ~~Leaves~~ with ~~leave teaching and service release~~ opportunities to increase the employee's value to the University through enhanced opportunities for professional renewal, educational travel, formal education, research, writing, or other experience of professional value, not as a reward for service.

II. Professional Development ~~Leave Awards~~ Policy

Each year, the University shall make available at least one (1) professional development ~~leave award~~ at full pay for one (1) semester or its equivalent, for example, leave at half pay for two (2) semesters for each twenty (20) eligible nontenure earning employees, subject to the conditions set forth below.

A. Eligibility

All employees with ~~three (3) or more years of full-time continuous service at FIU, except those who are serving in tenure-earning or tenured positions, shall be eligible for professional development leaves during fiscal years 2011-2012 and 2012-2013. After July 1, 2013, all employees with~~ at least six (6) years of full-time continuous service at FIU, except those who are serving in tenure-earning or tenured positions, shall be eligible for professional development ~~leaves~~ awards. An employee who is compensated through a contract or grant may receive a professional development ~~leave~~ award only if the contract or grant allows for such ~~leaves~~ an award and the employee meets all other eligibility requirements.

B. Terms of Professional Development ~~Leave Award~~

1. The employee must return to the University for at least one (1) academic year following conclusion of the ~~leave~~ award, unless other arrangements are agreed to in writing by the Provost or designee

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before the leave is taken. If neither of these conditions is satisfied, the employee shall be required to return to the University the salary paid the employee by the University during the ~~leave~~award.

2. Employees will not be eligible for another professional development ~~leave~~award until they complete six (6) additional years of continuous service.
3. An employee who fails to spend the time as stated in the application shall reimburse the University for the salary received during such ~~leave~~award.
4. The University shall continue normal contributions to retirement and Social Security programs on a basis proportional to the salary paid the employee during the professional development ~~leave~~award period. University contributions normally made to employee insurance programs and other employee benefit programs shall be continued during the period covered by the professional development ~~leave~~award.
5. Eligible employees shall accrue vacation leave, if applicable, and sick leave on a ~~fulltime~~ full time basis during the professional development leave.
6. The employee must provide a brief written report of the employee's accomplishments during the professional development ~~leave~~award to the President or designee upon return to the University.
7. While on ~~leave~~the award, an employee shall be permitted to receive funds for travel and living expenses, and other professional development leave-related expenses, from sources other than the University, such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the professional development leave. Receipt of non-salary funds for such purposes shall not result in reduction of the employee's University salary but must be reported to the University in advance of the professional development ~~leave~~award, if practicable. Grants for such financial assistance from other sources may, but need not, be administered through the University. If financial assistance is received in the form of salary, the University salary shall normally be reduced by the

amount necessary to bring the total salary of the professional development ~~leave~~award period to a level comparable to the employee's current year salary rate. Employment unrelated to the purpose of the professional development ~~leave~~award is governed by the provisions of the BOT-UFF Policy on Conflict of Interest/Outside Activity.

C. Professional Development ~~Leave~~Award Procedures

1. Application and Selection

- a) Application for professional development ~~leave~~award shall be submitted on the FIU Professional Development ~~Leave~~Award Application Form found on the Academic Affairs website.

~~(http://academic.fiu.edu/faculty_resources.html).~~

No professional development ~~leave~~award will be awarded without a completed application form. Each application shall contain an appropriate description of the project or work to be accomplished during the ~~leave~~award; an indication why the applicant believes the product or work to be undertaken will improve the productivity of the department or improve their professional contribution to the department/unit of which the applicant is a part; any anticipated supplementary income, and a statement that the applicant agrees to comply with the conditions of the professional development ~~leave~~award. Thereafter, the applicant's supervisor may submit a letter of endorsement supporting their request and noting expected benefits to the unit.

- b) The University shall select applicants on the basis of whether completion of the project or work would enhance the employee's contributions to the employee's department/academic unit. Completed application forms must be received by the Provost or designee by the announced deadline for consideration for the following academic year. The application deadline dates are generally in October/November prior to the academic year beginning in August.

c) The Provost will appoint a committee that will evaluate and rank order the applications. No member of the committee shall also be an applicant for a professional development ~~leave~~award. The chairperson of the committee will be elected by a vote of a majority of at least a quorum of the members of the committee. The committee will develop its ranking based on the specific criteria that completion of the project would improve the productivity of the department of which the employee is a part. The committee, in ranking the applicants, shall also consider the benefits of the proposed program to the employee, the University and the profession; an equitable distribution of professional development ~~leaves~~awards among colleges, divisions, schools, departments and disciplines within the University; the length of time since the employee was relieved of other assigned duties for the purpose of professional development; and the length of service since the previous professional development ~~leave~~award or initial appointment. The committee shall submit a ranked list of recommended employees to the Provost or designee. The Provost or designee shall make appointments from the list and shall notify the committee chairperson. In the event the Provost does not follow the committee's ranking, the committee chair may request to consult with the Provost or his designee prior to making the appointment.

d) No more than one (1) employee in each department/unit need be granted ~~leave~~ such an award at the same time.

2. Notification of Employees

Eligible employees shall be notified annually by January 15 regarding eligibility requirements and application deadlines. Applicants shall be notified as to whether or not their proposed ~~leaves~~awards have been granted no later than March 15.

III. Sabbaticals~~s-Leaves~~

A. Purpose

Sabbaticals are granted to increase tenured faculty members' value to the University through enhanced opportunities for planned travel, research, writing, professional renewal, study, formal education or other experiences of professional value. Sabbaticals are not granted as a reward for service.

B. Sabbatical Policy

1. Types of Sabbaticals:

a) Competitive Sabbaticals

Each year, the University shall make available at least one (1) sabbatical, at full pay for one (1) semester and one (1) sabbatical at two-thirds pay for two semesters for each forty (40) tenured employees.

b) Non-Competitive Sabbaticals

The University shall make available to each tenured employee whose application has been received and reviewed by the University, a sabbatical for two (2) semesters (i.e., one (1) academic year) at half-pay or its equivalent, subject to the conditions set forth in this Policy.

2. Eligibility for Sabbaticals

Full-time tenured employees with at least six (6) years of full-time, continuous service with FIU shall be eligible **to apply** for competitive full-pay sabbaticals~~leave~~, non-competitive sabbaticals, and two-thirds pay sabbaticals~~leave~~. A tenured employee who is compensated through a contract or grant may receive a sabbatical ~~leave~~ only if the contract or grant allows a sabbatical and the employee meets all other eligibility requirements.

3. Terms of Sabbatical Program

a) No more than one (1) faculty in a department/unit need be awarded a sabbatical at the same time.

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- b) The employee must return to the University for at least one academic year following participation in the program unless other arrangements are agreed to in writing and approved by the Provost prior to participation. If neither of these conditions is satisfied, the employee must return to the University any salary received from the University during their participation during the sabbatical.
- c) Within thirty (30) days after returning from a sabbatical, the employee must provide a brief written report to the Provost of the employee's accomplishments during the sabbatical. This report shall include information regarding the activities undertaken during the sabbatical, the results accomplished as they affect the employee and the University, and the research or other scholarly work produced or expected to be produced as a result of the sabbatical.
- d) Employees who have received a sabbatical shall not normally be eligible for another sabbatical until six (6) years of continuous service at FIU following the completion of the previous sabbatical.
- e) University contributions normally made to retirement and Social Security programs shall be continued during the sabbatical leave on a basis proportional to the salary received. University contributions normally made to employee insurance programs and any other employee benefit programs shall be continued during the sabbatical.
- f) Eligible employees shall continue to accrue vacation and sick leave on a full-time basis during the sabbatical ~~leave~~.
- g) While on ~~leavesabbatical~~, an employee shall be permitted to receive funds for travel and living expenses, and other sabbatical-related expenses, from sources other than the University, such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the sabbatical. Receipt of funds for such purposes shall not result in a reduction of the employee's University salary, but shall be reported to the employee's supervisor in advance, if

practicable, of the sabbatical. If financial assistance in the form of salary is received during the sabbatical, the University salary shall normally be reduced by the amount necessary to bring the total salary of the sabbatical period to a level comparable to the employee's current year salary rate.

4. Employment unrelated to the purpose of the sabbatical ~~leave~~ is governed by the BOT-UFF Policy on Conflict of Interest/Outside Activity.

C. Sabbatical Procedures

1. Applications

- a) Applications for sabbaticals must be submitted on the FIU Sabbatical Application Form found on the Academic Affairs website (http://academic.fiu.edu/faculty_resources.html). No Sabbatical will be awarded without a completed application form. Each application shall include a statement describing the program and activities to be followed while on sabbatical, the expected increase in value of the employee to the University and the employee's academic discipline, specific results anticipated from the leave, any anticipated supplementary income, and a statement that the applicant agrees to comply with the conditions of the sabbatical program as described in this Policy.

- b) Applications shall be submitted to the Office of the Provost with a copy filed with the appropriate dean/director who will in turn, provide evaluative comments and a recommendation to the Office of the Provost.

- c) Completed application forms must be received by the Office of the Provost by the announced deadline for consideration for the following academic year. The application deadline dates are generally in October/November prior to the following academic year beginning in August.

2. Selection

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a) Sabbaticals at half-pay shall be granted unless the University has determined that the conditions set forth in this Policy have not been met or that departmental/staffing considerations preclude such sabbatical from being granted. In this latter instance, the employee shall be provided the sabbatical in the following year, or at a later time as agreed to by the employee and the University. The period of postponement shall be credited for eligibility for a subsequent sabbatical.

b) If there are more applications for competitive sabbaticals than available competitive sabbaticals, a University Sabbatical Committee elected every two (2) years by and from the tenured employees shall rank the applicants. The committee shall include at least one representative from each of the various colleges and schools. No member of the committee shall also be an applicant for a sabbatical. The chairperson of the University Sabbatical Committee shall be elected by members of the committee. The committee, in ranking the applicants, shall consider the benefits of the proposed program to the employee, the University and the profession; an equitable distribution of sabbaticals among colleges, divisions, schools, departments and disciplines within the University; the length of time since the employee was relieved of teaching duties for the purpose of research and other scholarly/creative/professional activities; and length of service since previous sabbatical or initial appointment. The Committee shall submit a ranked list of recommended employees to the Provost or representative. The Provost or designee shall make appointments from the list and shall notify the committee chairperson. In the event the Provost does not follow the committee's ranking, the committee chair may request to consult with the Provost or his designee prior to making the appointment.

c) If there are fewer applications for competitive sabbaticals than available competitive sabbaticals, the University sabbatical committee shall make a recommendation to the Provost or representative how many sabbaticals should be awarded based on the quality of the applications.

d) The Provost or designee will review the non-competitive sabbatical applications (half pay/two semesters) for compliance with the eligibility requirements set forth in this Policy.

e) Notification of Employees. ~~Eligible~~ employees shall be notified annually by January 15 regarding eligibility requirements and application deadlines for sabbatical leaves. Applicants shall be notified as to whether or not their proposed leaves have been granted no later than March 15. Applicants shall notify the Provost of their acceptance of their awards within two weeks of receiving notification.

~~IV. Other Study Leave and Retraining~~

~~A. Purpose~~

~~Other study leave and retraining may be provided when it is in the University's best interests to make such opportunities available.~~

~~B. Policy~~

~~1. Job-Required~~

~~An employee required to take academic course work or participate in professional development activities as part of assigned duties shall not be required to charge time spent attending classes during the workday to accrued leave.~~

~~2. Job-Related~~

~~An employee may, at the discretion of the supervisor, be permitted to attend up to six (6) credit hours of course work per semester or participate in an equivalent number of hours of professional development during the workday, provided that the course work or professional development is directly related to the employee's assigned responsibilities and the supervisor determines that attending classes or professional development activities will not interfere with the proper operation of the employee's~~

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~~department/academic unit. Employees may, in accordance with this Policy and the BOTUFF Policy on Leaves, use accrued annual leave for job-related study.~~

~~C. Retraining~~

~~The University may, at its discretion, provide opportunities for retraining of employees. Such opportunities may be provided to employees who are laid off, to those who are reassigned, or in other appropriate circumstances. These retraining opportunities may include enrollment in tuition-free courses under the provisions of the BOTUFF Policy on Benefits and/or Sabbaticals or Professional Development Leave.~~

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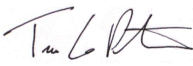
FIU-BOT & FIU-UFF Tentative Agreement



Chief Negotiator, FIU-BOT

8/31/2026

Date



Chief Negotiator, UFF-FIU

8/31/2026

Date



September 17, 2026

Subject: President's Annual Performance Evaluation and Bonus

Proposed Action:

The Florida International University Board of Trustees will conduct President Jeanette M. Nuñez's annual performance evaluation and assign a performance rating based on the President's Performance Goals, which are aligned with the University's goals. In accordance with the President's Employment Agreement, the Board may, in its discretion, award the President a performance bonus based on her achievement of the Performance Bonus Goals and any related goals and objectives.

Background Information:

The Florida International University Board of Trustees will conduct President Nuñez's annual performance evaluation and assign a performance rating based on the President's Performance Goals. Carlos A. Duarte, Chair of the FIU Board of Trustees and the Governance Committee, will lead the review of the President's performance.

Pursuant to President Nuñez's Employment Agreement, on September 18, 2025, the FIU Board of Trustees affirmed that the President's Performance Goals continue to be aligned with the University's goals (i.e., Accountability Plan) and adopted the Performance Bonus Goals for 2025-26.

Separately, the President is eligible for an annual performance bonus related to the Performance Bonus Goals, in accordance with the Employment Agreement. The Employment Agreement provides that the Board may, in its discretion, tie some or all of the annual performance bonus to the achievement of specific goals and/or objectives, including terms that are consistent with the University's performance-based funding metrics and Accountability Plan. The Board may, in its discretion, award President Nuñez a performance bonus of up to Four Hundred Thousand Dollars (\$400,000.00) for her service during the Term based on her achievement of the Performance Bonus Goals and any related goals and objectives. The annual performance bonus will be paid at the time specified by the Board or, if not specified by the Board, no later than sixty (60) days after the end of each year of the Term.

The Committee shall recommend, for FIU Board of Trustees approval, a performance rating and a performance bonus.

In accordance with Florida Board of Governors Regulation 1.001(5)(g), each board of trustees shall conduct an annual evaluation of the president. The chair of the board of trustees shall request input from the Chair of the Board of Governors, who may involve the Chancellor, during the annual evaluation process pertaining to responsiveness to the Board of Governors' strategic goals and priorities, and compliance with systemwide regulations.

Supporting Documentation:	<i>Excerpt from 2026 Accountability Plan:</i> Performance-Based Funding Metrics and Preeminent Research University Funding Metrics Executive Performance Ratings President's Performance Bonus Goals, 2025-26
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Facilitator/Presenter:	Carlos A. Duarte <i>Chair, FIU Board of Trustees</i> <i>Chair, Governance Committee</i>
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STRATEGY

Mission Statement

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

Statement of Strategy

Florida International University (FIU) is a Carnegie R1, preeminent state public research university committed to making an impact locally, in the State of Florida, and around the country and the world. With over 55,000 students, FIU has leveraged its scale and is proud to have more than 350,000 alumni leading across industries and sectors, most of which have chosen to build their families and careers in Florida. FIU's strategy is grounded in the *Experience Impact 2030* Strategic Plan, which focuses our university's priorities around three pillars: the FIU Experience; Research Excellence; and Strategic Alliances.

We aim for our students, alumni and community to have an exceptional experience – from academic excellence, student success, extracurricular offerings, facilities, campus life and activities – we expect only the best for our students. We aim to continue to grow our research portfolio and invest in the three Strategic Focus Areas of environment and environmental resilience, health, and innovation and technology. Additionally, as an engine of economic growth and social mobility, we seek to build clinical, industry, academic, and government partnerships that will continue our incredible trajectory of growth and impact.

We continue to support the mission of the State University System of Florida, especially in ensuring student success, research excellence, and the economic and social mobility of our citizens. We are proud to have achieved \$326 million in research expenditures in 2024 and contribute to the System's over \$2.2 billion total. Our external rankings also continue to highlight the incredible accomplishments of our students, faculty, and staff.

FIU continued its rise in national and international rankings in 2025-26. FIU is recognized, for the second year in a row as #1 for Economic and Social Mobility, and a Top 50 public university by *U.S. News and World Report*, *The Wall Street Journal*, *Washington Monthly*, *QS World Rankings*, and *Times Higher Education*. *U.S. News* ranks FIU a Top 100 Overall National University. Additionally, FIU was, for the second year in a row, ranked as the #1 university in Florida by *The Wall Street Journal* and *Washington Monthly*. Many individual programs are ranked as leaders in their respective fields, including *U.S. News's* ranking International Business at No. 2.

FIU endorses the Florida Board of Governors' Statement of Free Expression to support and encourage full and open discourse and the robust exchange of ideas and perspectives on our campuses. In addition to supporting this legal right, we view this as an integral part of our ability to deliver a high-quality academic experience for our students, engage in meaningful and productive research, and provide valuable public service.

FIU's focus on evidence-based learning outcomes and cutting-edge research has propelled our national rankings, increased the economic mobility of our students and our community, and led to our designation as a Preeminent Research University in the State University System of Florida. Building on these successes, FIU's *Experience Impact 2030* Strategic Plan provides a strong vision for our next 50 years and is aligned with the goals of the *SUS 30 Extraordinary Impact* strategic plan.



STRATEGY (cont.)

ONE SUS: Areas of Expertise Progress

Area 1: Economic Freedom

The Adam Smith Center for Economic Freedom launched two new degree programs, sustaining a growing global convening portfolio, and initiating targeted faculty recruitment. The Center's evolution from research center to degree-granting unit reflects direct alignment with BOG priorities and the legislature's mandate to advance scholarship on free markets and individual prosperity. Progress against key metrics is documented below.

- The Adam Smith Center launched both a Bachelor of Science and a Master of Science in Business and Government Leadership, advancing the metric for growing enrollment in economics, international business, and policy programs.
- The Center's public engagement portfolio includes the annual *Capita*f colloquium, the Senior Leadership Fellows program, and an international essay competition marking the 250th anniversary of The Wealth of Nations. The Civic Circle Fellowship — a student-led initiative connecting academic inquiry to civic and professional practice — launches in 2026.
- Targeted searches for nationally and globally recognized faculty in economics, political economy, and free-market thought are underway, supported by an active postdoctoral fellowship program.

Area 2. Risk and Resilience Mitigation: Natural and Built Environment

FIU advanced this area of expertise through structural reorganization, significant federal investment, and expanded research infrastructure. A dedicated Vice Provost for Environmental Resilience now leads cross-university coordination, and a university-wide resilience framework is being finalized. Progress against key metrics is documented below.

- Dr. Michael Heithaus was appointed Vice Provost for Environmental Resilience and the Biscayne Bay Campus.
- FIU expanded this area to include national security and defense risk and resilience mitigation under Dr. Brian Fonseca, in the newly created role of Vice Provost for Defense and National Security. In March 2026, FIU secured \$11.5 million in federal investment to establish two new research laboratories at the Biscayne Bay Campus — the Marine Robotics and Autonomous Systems Lab and the Coastal Conservation and Restoration Laboratory.
- Multiple FIU faculty in resilience and environmental science were inducted into the Academy of Science, Engineering and Medicine of Florida (ASEMFL) in 2025, including Institute of Environment Director Todd A. Crowl.

Area 3. Health: Precision Imaging and Personalized Health

FIU made consequential advances in health infrastructure, clinical partnerships, and center development in 2025–26. A \$250 million Academic Medical Center is under development, a new cardiovascular research center launched with \$11.7 million in philanthropic investment, and the university's clinical training enterprise with Baptist Health South Florida is fully operational. Progress against key metrics is documented below.

- The more than \$250 million, 163,000-square-foot, Academic Medical Center breaks ground May 27, 2026, with a 2028 opening.
- The new cardiovascular research center launched in January 2026 with an \$11.7 million investment from the Florida Heart Research Foundation.
- The FIU–Baptist Health Academic Medical Center Enterprise is operational. Residency programs in internal medicine, neurology, and diagnostic radiology launched. FIU expanded alliances with Nicklaus Children's Hospital.

FIU licensed First Ascent Medical to commercialize research in precision medicine and the company now offers per its website: "rapid, personalized treatment insights for any cancer category in an average of 10 days."



STRATEGY (cont.)

Graduation Rate Improvement Plan Update

FIU had a First Time in College 4-year graduation rate of 67.3 percent for 2024-25 and an overall first-to-second-year retention rate of 91.7 percent. The University closely monitors retention and graduation outcomes to implement targeted outreach and interventions that support retention and degree completion. FIU also continues to strengthen teaching and learning through several key initiatives. These efforts support faculty in a continuous improvement cycle that uses classroom-level data to refine instructional design and learning environments in ways that improve the student learning experience, course success, and persistence to degree.

The Gateway Project supports 25 courses with more than 40,000 enrolled students annually. Since its inception in AY 2013-2014, the average passing rate has increased from 65 percent to 82 percent, up from 78 percent in AY 2022-2023, resulting in more than 57,800 seats saved. FIU expanded this project to any faculty member interested and as a result, AY 2024-2025 saw a 46 percent increase in the number of courses included (1,587 sections across 266 courses), resulting in 26,716 student responses. A total of 712 faculty used these data to develop action plans that informed modifications to instructional design and/or teaching strategies. Results continue to show meaningful gains, particularly in Hybrid courses, in areas such as student preparedness, perceptions of the importance of attendance, receipt of helpful feedback, and comfort asking questions in class. These findings align with faculty-reported improvement strategies.

An extension of the Gateway project is the G2G initiative, which targets courses with a high impact on 4-year graduation rates by engaging faculty in the continuous improvement process. A highlight of the AY 2024-25 work was connecting faculty teaching upper-division biology, microbiology, and genetics to create Mentoring at Scale opportunities within and across their classes.

The Provost's Hybrid Program continues to certify faculty through an intensive, semester-long course design institute, with 906 faculty currently certified. In AY 2024-2025, 592 certified faculty taught 1,435 sections with 79,846 instances of enrollment. Comparison of outcomes across Hybrid, on-campus, and online modalities indicates that student success in Hybrid courses is on par with other modalities, and that students report more positive experiences in Hybrid courses across most measures of engagement and learning.

The Quality Matters and Panther High Quality initiatives continue to ensure that FIU's online courses meet national standards in course organization, content delivery, and student engagement. FIU Online remains a national leader in the quality of online education, holding the number one ranking for Quality Matters certified courses since 2021. FIU has now certified 929 courses through Quality Matters; in addition to the 667 additional courses certified through the Panther High Quality initiative.

These efforts reflect FIU's continued focus on strengthening the student experience, improving progression and degree completion, and aligning academic quality and student success strategies with broader institutional priorities.



STRATEGY (cont.)

Key Achievements for Last Year (Student, Faculty, Program, Institutional)

Rankings, Recognition & Preeminence

- FIU was designated a Preeminent Research University, the youngest in Florida to achieve this distinction.
- FIU ranked #1 in the State University System (BOG metrics) and #6 among U.S. public universities. (Washington Monthly)
- FIU's undergraduate International Business program ranked #2 in the U.S. (sixth consecutive year); the master's program rose to #5 nationally. (U.S. News & World Report)
- FIU Real Estate ranked #1 globally for research productivity, with five faculty among the top 27 worldwide.
- The Chaplin School ranked #3 among U.S. publics and #23 globally, and #1 in Florida; Architecture ranked #22 among U.S. publics. (QS)
- FIU was named a Great College to Work For (Honor Roll in all 10 categories) and gained national attention for AI research diagnosing concussions via voice analysis; Caplin News was also named Best Student News Organization in the Green Eyneshade Awards.

Student Success & Academic Outcomes

- FIU Herbert Wertheim College of Medicine achieved a 100% residency placement rate for the Class of 2026—the fourth consecutive perfect Match Day—with a record number staying in Florida.
- FIU's Physical Therapy program achieved a 98% first-time NPTE pass rate, and Undergraduate Nursing achieved a 94% first-time NCLEX pass rate.
- FIU Law graduates achieved an 89.3% first-time Florida Bar pass rate on the July 2025 exam — among the highest in the past decade.
- Stempel College reached an 85.7% four-year graduation rate, ranked #15 among public schools of public health in NIH funding, and saw NIH Contact PI funding grow from \$15.2M to \$19.0M.

Academic Programs & Student Opportunities

- FIU Medicine launched a joint residency with Baptist Health, sponsoring eight accredited programs and matching 44+ inaugural residents.
- The College of Engineering & Computing launched a new Bachelor of Science in Data Science and Artificial Intelligence.
- FIU Law launched a Graduate Certificate in National Security and Military Law.
- The Green School launched a Washington, D.C. Semester program and opened its new West Wing honoring Ambassador Steven J. Green.

Research Growth & Major Funding

- FIU secured a five-year, \$3M NSF Research Traineeship (Q-STAR) in quantum science and emerging technologies.
- FIU's Center for Translational Science received an \$11.4M award to develop treatments for congenital heart and pulmonary vascular disease in children.
- FIU's Applied Research Center secured a \$20M DOE agreement supporting nuclear cleanup research and STEM workforce development.
- The Nicole Wertheim College of Nursing and Health Sciences received DoD funding for autism drowning prevention research.
- Florida's Congressional delegation secured \$9.3M in direct federal earmarks, and millions more at federal agencies, to support FIU's research leadership in engineering, environmental science, and coastal resilience.
- The College of Arts, Sciences, and Education achieved a new institutional high of \$80.6M in research expenditures and launched the AI Collaborative Hub.



STRATEGY (cont.)

Enrollment Strategy

Florida International University (FIU) is committed to transforming lives through high-quality education, groundbreaking research, and meaningful strategic alliances that further our local, national, and global impact. FIU's enrollment management strategy is designed to support this mission and to advance the goals of the FIU Experience Impact 2030 Strategic Plan.

FIU's enrollment strategy supports the university's continued advancement as a leading public research institution with broad reach, strong student demand, and a commitment to student success. It is centered on sustaining a high-quality student experience, strengthening student progression and success, and aligning academic opportunities with workforce needs and the university's strategic focus areas: Environment and Resilience, Health and Technology and Innovation.

To that end, FIU is committed to maintaining overall undergraduate and graduate enrollment. At the undergraduate level, FIU will continue to serve Florida's first-time-in-college population with access to a high-quality education within an environment designed to support retention, timely degree completion, and post-graduation success. FIU will also continue to work closely with its state college partners to strengthen transfer pathways, reduce barriers to transition, and support degree attainment.

This work is guided by the university's broader commitment to a more seamless and integrated student experience. FIU will continue to align recruitment, enrollment, academic support, and student success strategies in ways that help students navigate clear pathways, connect with the appropriate opportunities and supports at the right time, and realize the full value of their FIU degree. In doing so, the university strengthens both student outcomes and institutional effectiveness.

At the graduate level, FIU is committed to maintaining enrollment in master's and doctoral programs that reflect institutional priorities and respond to the evolving needs of Florida's economy and the nation's workforce. Master's degree programs play an important role in developing talent in high-demand fields, while doctoral education remains essential to FIU's research mission, knowledge generation, and national competitiveness. Together, these efforts support the university's continued advancement in innovation, research excellence, and public impact.

To support this strategy, FIU is undertaking coordinated strategic enrollment planning efforts across the institution, aligning academic and administrative leadership around shared priorities related to recruitment, retention, student success, and program alignment to ensure an intentional approach to enrollment management.



PERFORMANCE-BASED FUNDING METRICS

1. Percent of Bachelor's Graduates Enrolled or Employed (\$40,000+)

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
ACTUAL	68.0	72.8	77.2	76.4	77.3	.	.	.	.	.
APPROVED GOALS	.	.	74.0	75.5	77.0	78.5	80.0	80.0	80.0	.
PROPOSED GOALS	.	.	.	.	.	78.5	80.0	80.0	80.0	80.0

2. Median Wages of Bachelor's Graduates Employed Full-time

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
ACTUAL	40,800	44,900	49,600	50,400	52,200	.	.	.	.	.
APPROVED GOALS	41,000	41,000	45,000	47,000	51,000	52,000	53,000	54,000	55,000	.
PROPOSED GOALS	.	.	.	.	.	52,200	53,000	54,000	55,000	56,000

3. Average Cost to the Student [Net Tuition & Fees per 120 Credit Hours for Resident Undergraduates]

	2020-21*	2021-22*	2022-23*	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
ACTUAL	2,970	-1,630	920	-450	-2,540	.	.	.	.	.
APPROVED GOALS	8,500	8,375	7,000	7,000	7,000	7,000	7,000	7,000	7,000	.
PROPOSED GOALS	.	.	.	.	.	7,000	7,000	7,000	7,000	7,000

Note: Asterisks indicate years when the Coronavirus Aid, Relief, and Economic Security (CARES) Act Higher Education Emergency Relief Fund (HEERF) provided institutions with gift aid for students.

4. FTIC Four-Year Graduation Rate [Full-time, First Time in College students]

	2017-21	2018-22	2019-23	2020-24	2021-25	2022-26	2023-27	2024-28	2025-29	2026-30
ACTUAL	59.4	59.8	64.9	70.0	67.3	.	.	.	.	.
APPROVED GOALS	55.0	60.0	61.0	65.0	66.0	68.0	70.0	72.0	74.0	.
PROPOSED GOALS	.	.	.	.	.	68.0	70.0	72.0	74.0	76.0

5. Academic Progress Rate [Second Fall Retention Rate with at Least a 2.0 GPA for Full-time FTIC students]

	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
ACTUAL	89.2	88.8	90.8	91.5	90.5	.	.	.	.	.
APPROVED GOALS	91.0	92.0	92.0	92.0	92.0	93.0	93.0	94.0	95.0	.
PROPOSED GOALS	.	.	.	.	.	93.0	93.0	94.0	95.0	95.0



PERFORMANCE-BASED FUNDING METRICS (cont.)

6. Percentage of Bachelor's Degrees Awarded within Programs of Strategic Emphasis

	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
ACTUAL	34.6	34.4	36.6	37.6	39.8	.	.	.	.	.
APPROVED GOALS	.	.	.	.	39.0	40.0	42.0	44.0	45.0	.
PROPOSED GOALS	.	.	.	.	.	40.0	42.0	44.0	45.0	45.0

Note: Outcomes in the table above reflect the revised Programs of Strategic Emphasis list approved by the Board in November 2023.

7. University Access Rate [Percent of Undergraduates with a Pell grant]

	FALL 2020	FALL 2021	FALL 2022	FALL 2023	FALL 2024	FALL 2025	FALL 2026	FALL 2027	FALL 2028	FALL 2029
ACTUAL	50.1	50.3	50.4	50.5	53.2	.	.	.	.	.
APPROVED GOALS	50.0	50.0	50.0	50.0	50.0	50.0	50.0	50.0	50.0	.
PROPOSED GOALS	.	.	.	.	.	50.0	50.0	50.0	50.0	50.0

Note: Beginning 2024-25, changes were implemented to expand federal financial aid eligibility as part of the FAFSA Simplification Act.

8a. Percentage of Graduate Degrees Awarded within Programs of Strategic Emphasis

	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
ACTUAL	39.1	39.4	42.3	42.9	44.6	.	.	.	.	.
APPROVED GOALS	.	.	.	.	42.0	42.0	45.0	48.0	51.0	.
PROPOSED GOALS	.	.	.	.	.	45.0	46.0	48.0	50.0	50.0

Note: Outcomes in the table above reflect the revised Programs of Strategic Emphasis list approved by the Board in November 2023.



PERFORMANCE-BASED FUNDING METRICS (cont.)

9a. BOG Choice: FCS AA Transfer Three-Year Graduation Rate [Full- and part-time students]

	2018-21	2019-22	2020-23	2021-24	2022-25	2023-26	2024-27	2025-28	2026-29	2027-30
ACTUAL	70.7	71.9	70.0	70.6	71.7	.	.	.	.	.
APPROVED GOALS	63.0	72.0	73.0	74.0	75.0	76.0	77.0	78.0	79.0	.
PROPOSED GOALS	.	.	.	.	.	76.0	77.0	78.0	79.0	80.0

Note: House Bill 2524 passed during the 2022 Florida Legislative session changed this metric from a two-year graduation rate to a three-year graduation rate.

9b. BOG Choice: FTIC Pell Recipient Six-Year Graduation Rate [Full- and part-time students]

	2015-21	2016-22	2017-23	2018-24	2019-25	2020-26	2021-27	2022-28	2023-29	2024-30
ACTUAL	65.0	68.6	72.2	73.0	73.9	.	.	.	.	.
APPROVED GOALS	65.3	66.8	69.0	70.0	75.0	76.0	77.0	78.0	79.0	.
PROPOSED GOALS	.	.	.	.	.	76.0	77.0	78.0	79.0	80.0

10. BOT Choice: Number of Post-Doctoral Appointees

	FALL 2020	FALL 2021	FALL 2022	FALL 2023	FALL 2024	FALL 2025	FALL 2026	FALL 2027	FALL 2028	FALL 2029
ACTUAL	235	278	262	274	274	.	.	.	.	.
APPROVED GOALS	235	276	278	274	274	280	285	290	295	.
PROPOSED GOALS	.	.	.	.	.	280	285	290	295	295



PREEMINENT RESEARCH UNIVERSITY FUNDING METRICS

A. (1). Average GPA

	FALL 2021	FALL 2022	FALL 2023	FALL 2024	FALL 2025	FALL 2026	FALL 2027	FALL 2028	FALL 2029	FALL 2030
ACTUAL	4.3	4.3	4.3	4.3	4.3	.	.	.	.	.
APPROVED GOALS	4.1	4.1	4.1	4.1	4.3	4.3	4.3	4.3	4.3	.
PROPOSED GOALS	.	.	.	.	.	4.3	4.3	4.3	4.3	4.3

A. (2). Average SAT Score

	FALL 2021	FALL 2022	FALL 2023	FALL 2024	FALL 2025	FALL 2026	FALL 2027	FALL 2028	FALL 2029	FALL 2030
ACTUAL	1241	1286	1284	1287	1285	.	.	.	.	.
APPROVED GOALS	1260	1260	1260	1260	1287	1290	1293	1296	1300	.
PROPOSED GOALS	.	.	.	.	.	1290	1293	1296	1300	1300

B. Public University National Ranking [Top50 rankings based on BOG's official list of publications]

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
ACTUAL	2	3	2	5	4	.	.	.	.	.
APPROVED GOALS	2	2	3	3	3	3	4	4	5	.
PROPOSED GOALS	.	.	.	.	.	4	4	4	5	5

Notes: The number of publications included in the Board's official list of rankings declined from 11 to 10 in 2025. This can explain why proposed goals might be one less than previously approved goals.

C. Freshman Retention Rate [Full-time FTIC students]

	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
ACTUAL	91	91	92	93	92	.	.	.	.	.
APPROVED GOALS	92	93	91	92	92	93	94	95	96	.
PROPOSED GOALS	.	.	.	.	.	93	94	95	96	96

D. Four-year Graduation Rate [Full-time FTIC students]

	2017-21	2018-22	2019-23	2020-24	2021-25	2022-26	2023-27	2024-28	2025-29	2026-30
ACTUAL	59	60	65	70	67	.	.	.	.	.
APPROVED GOALS	55	60	61	65	66	68	70	72	74	.
PROPOSED GOALS	.	.	.	.	.	68	70	72	74	76



PREEMINENT RESEARCH UNIVERSITY FUNDING METRICS (cont.)

E. National Academy Memberships

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
ACTUAL	7	8	7	8	9	.	.	.	.	.
APPROVED GOALS	8	8	8	8	8	9	10	12	14	.
PROPOSED GOALS	.	.	.	.	.	9	10	12	14	14

F. Total Research Expenditures (\$M)

	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
ACTUAL	246	282	306	326	326	.	.	.	.	.
APPROVED GOALS	248	269	296	340	400	417	427	444	460	.
PROPOSED GOALS	.	.	.	.	.	417	427	444	460	465

G. Non-Medical Science & Engineering Research Expenditures (\$M)

	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
ACTUAL	200	233	263	279	284	.	.	.	.	.
APPROVED GOALS	200	204	239	275	300	325	340	350	400	.
PROPOSED GOALS	.	.	.	.	.	325	340	350	400	405

H. Number of Broad Disciplines Ranked in Top 100 for Research Expenditures

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
ACTUAL	6 of 8	7 of 8	7 of 8	7 of 8	7 of 8	.	.	.	.	.
APPROVED GOALS	6 of 8	6 of 8	7 of 8	7 of 8	7 of 8	7 of 8	7 of 8	7 of 8	7 of 8	.
PROPOSED GOALS	.	.	.	.	.	7 of 8	7 of 8	7 of 8	7 of 8	7 of 8

I. Utility Patents Awarded [over three calendar years]

	2019-21	2020-22	2021-23	2022-24	2023-25	2024-26	2025-27	2026-28	2027-29	2028-30
ACTUAL	189	186	177	170	168	.	.	.	.	.
APPROVED GOALS	182	180	180	180	180	180	180	180	180	.
PROPOSED GOALS	.	.	.	.	.	180	180	180	180	180



PREEMINENT RESEARCH UNIVERSITY FUNDING METRICS (cont.)

J. Doctoral Degrees Awarded Annually

	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
ACTUAL	460	513	541	518	542	.	.	.	.	.
APPROVED GOALS	480	506	535	565	538	548	558	571	584	.
PROPOSED GOALS	.	.	.	.	.	548	558	571	584	597

K. Number of Post-Doctoral Appointees

	FALL 2020	FALL 2021	FALL 2022	FALL 2023	FALL 2024	FALL 2025	FALL 2026	FALL 2027	FALL 2028	FALL 2029
ACTUAL	235	278	262	274	274	.	.	.	.	.
APPROVED GOALS	235	276	278	274	274	277	280	285	290	.
PROPOSED GOALS	.	.	.	.	.	277	280	285	290	290

L. Endowment Size (\$M)

	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
ACTUAL	276	284	307	338	380	.	.	.	.	.
APPROVED GOALS	250	275	300	325	355	374	392	404	416	.
PROPOSED GOALS	.	.	.	.	.	397	413	430	446	463

M. Science & Engineering Research Expenditures (\$M)

	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
ACTUAL	216	250	281	296	298	.	.	.	.	.
APPROVED GOALS	219	227	257	290	300	315	325	340	380	.
PROPOSED GOALS	.	.	.	.	.	315	325	340	380	385

Note: FIU's FY2023 research expenditures have been revised to align with data resubmitted to the National Science Foundation.

Executive Performance Ratings

Performance Rating
Superior
Very Good
Satisfactory
Less than Satisfactory
Unsatisfactory

PERFORMANCE RATINGS

Determined relative to approved performance goals

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

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

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

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

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

Adopted by the Florida International University Board of Trustees on Friday, November 14, 2008

Florida International University

University President's Goals – 2025 - 2026

Goal Area	Objectives
Increase Funding	• Expand state, federal, and competitive grant funding
Philanthropy	• Enhance donor engagement • Grow philanthropic giving through cultivation of alumni, corporate, and foundation donors • Prepare launch for high-visibility capital campaign; expand endowments, scholarships, and faculty support initiatives
Enhance FIU's National Reputation	• Improve institutional visibility in national rankings, peer recognition, and media presence • Promote FIU as a leader in innovation and research, distinguishing FIU as an 'AI-First' university • Promote FIU in national conversations on higher education, workforce, and economic development
Student Success	• Increase student retention and graduation rates • Expand access to experiential learning opportunities, including internships, research, and study abroad
Operationalizing the Strategic Plan	• Strengthen alignment of funding priorities with the university's strategic plan and academic mission • Expand partnerships with public and private sector stakeholders, with a particular emphasis on health care, environment, technology, innovation, and our established areas of expertise • Improve student experience and engagement



September 17, 2026

Subject: President's Goals

Proposed Action:

Florida International University Board of Trustees approval of actions related to the President's Performance Goals and Performance Bonus Goals, specifically, that the Board (i) affirms that the President's Performance Goals continue to align with the Accountability Plan, and (ii) adopts the President's Performance Bonus Goals for the 2026-27 academic year.

Background Information:

President Jeanette M. Nuñez's Employment Agreement provides, in relevant part, that President Nuñez, in collaboration with the Chair of the FIU Board of Trustees, will provide the Board with proposed goals and objectives for the 2026-27 academic year for purposes of her annual performance bonus.

Florida Board of Governors Regulation 1.001(5)(a) states, in relevant part, that each board of trustees shall provide for the establishment of the personnel program for all university employees, including the president, which may include, but is not limited to, compensation and other conditions of employment.

Supporting Documentation: President's Performance Bonus Goals, 2026-27

Facilitator/Presenter: Jeanette M. Nuñez

01



INCREASE FUNDING

Protect and grow
FIU's funding base

STATE + FEDERAL

LEAD MEASURES

- Maintain state funding; obtain increased funding for FIU projects
- 10% Increase federal appropriations
- 5% Increase in research pipeline

02



PHILANTHROPY

Achieve \$90M in
philanthropic support

\$90 MILLION

LEAD MEASURES

- Grow alumni engagement by 10%
- Continue SOAR fundraising and deploy funds
- Broaden philanthropic support

03



ENHANCE FIU'S REPUTATION

Elevate FIU's visibility
and influence

+10% EARNED MEDIA

LEAD MEASURES

- Advance five key rankings
- Successful launch of Horizon Summit 2.0
- Establish 3 global collaborations

04



STUDENT SUCCESS

Sustain top-tier
outcomes for
students

TOP 3 SUS

LEAD MEASURES

- Continue improving on BOG-specific student outcomes
- Maintain licensure excellence
- Create 6 corporate opportunities

05



STRATEGIC EXECUTION

Deliver priorities that
enhance experience

MILESTONES

LEAD MEASURES

- Advance Board priorities
- Expand student housing; identify workforce housing
- Increase attendance at athletic and campus events by 10%



01 INCREASE FUNDING

Protect and grow FIU's funding base

- Maintain state funding while pursuing funding for FIU projects – SCIF/SOC; Disaster Complex; Innovation
- 10% increase federal appropriations and advance FIU-supported policy
- 5% increase research pipeline - proposals, proposal value, and success rate



02 PHILANTHROPY

Achieve \$90M in philanthropic support

- Increase alumni outreach, engagement, and giving by 10%
- Launch at least one new alumni chapter
- Continue fundraising and deploy SOAR support



03 ENHANCE FIU'S REPUTATION

Elevate FIU's visibility and influence

- Advance five key rankings and increase earned media 10%
- Successful launch of Horizon Summit 2.0 and D.C. engagements (at least 1/month)
- Establish three presidential-led global partnerships, with outcomes focused on student, faculty or research collaborations



04 STUDENT SUCCESS

Sustain top-tier student outcomes

- Maintain top-three SUS overall performance score and maintain licensure excellence above the SUS average
- Advance graduation, retention, employment, and median income metrics
- Launch Corporate Relations and create six strategic alliances that provide internship opportunities, corporate sponsorship and industry alignment



05 STRATEGIC EXECUTION

Deliver priorities that enhance experience

- Advance national security, disaster management, and innovation
- Finalize D.C. housing and affiliated housing, and identify workforce housing options
- Increase attendance at FIU sporting-events and campus events by 10%
- Move healthcare partnership governance to next level with joint chair review and annual meeting