



**FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
GOVERNANCE COMMITTEE**

**Florida International University, Modesto A. Maidique Campus
Parking Garage 5 (PG5) Market Station, Room 155**

To help prevent the spread of COVID-19, general public access via <http://webcast.fiu.edu/>

**Tuesday, June 16, 2020
12:00 p.m.**

or

Upon Adjournment of Previous Meeting

Chair: Claudia Puig, *Board Chair*

Vice Chair: Jose J. Armas, *Board Vice Chair*

Members: Cesar L. Alvarez, Leonard Boord, Gerald C. Grant, Jr., Roger Tovar

AGENDA

- | | |
|---|-------------------|
| 1. Call to Order and Chair's Remarks | Claudia Puig |
| 2. Approval of Minutes | Claudia Puig |
| 3. Action Items | |
| G1. Direct Support Organizations Board Appointments | Howard R. Lipman |
| G2. Ratification of the revised 2018-2021 Collective Bargaining Agreement between the FIU Board of Trustees and the United Faculty of Florida - FIU Chapter | Kenneth G. Furton |
| G3. University President's Employment Agreement | Claudia Puig |
| G4. University President's Incentive Goals Outcomes, 2020 Reporting Year | Claudia Puig |
| G5. University President's Incentive Goals, 2022 Reporting Year | Mark B. Rosenberg |
| 4. New Business <i>(If Any)</i> | Claudia Puig |
| 5. Concluding Remarks and Adjournment | Claudia Puig |

The next Governance Committee Meeting is scheduled for Wednesday, September 9, 2020

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FIU Board of Trustees Governance Committee Meeting

Time: June 16, 2020 12:00 PM - 1:00 PM EDT

Location: FIU, Modesto A. Maidique Campus, Parking Garage 5 (PG5) Market Station, Room 155 --- to help prevent the spread of COVID-19, public access via <http://webcast.fiu.edu/>

Section	Agenda Item	Presenter	Page
1.	Call to Order and Chair's Remarks	Claudia Puig	
2.	Approval of Minutes	Claudia Puig	1
	<i>Minutes: February 26, 2020 Governance Committee Meeting</i>		2
	<i>Minutes: April 21, 2020 Governance Committee Meeting</i>		5
3.	Action Items		
G1.	Direct Support Organizations Board Appointments	Howard R. Lipman	9
	<i>Biography: New Director Appointment for initial one-year term</i>		11
	<i>Biographies: Renewal of Existing Director Appointments</i>		12
G2.	Ratification of the revised 2018-2021 Collective Bargaining Agreement between the FIU Board of Trustees and the United Faculty of Florida - FIU Chapter	Kenneth G. Furton	26
	<i>Term Sheet</i>		27
	<i>Draft Amended 2018-2021 BOT-UFF Collective Bargaining Agreement</i>		29
G3.	University President's Employment Agreement	Claudia Puig	61
	<i>Term Sheet</i>		62
G4.	University President's Incentive Goals Outcomes, 2020 Reporting Year	Claudia Puig	65
	<i>President's Incentive Goals Outcomes, 2020 Reporting Year</i>		66
	<i>Key Achievements: FIU Accountability Plan 2020</i>		67
G5.	University President's Incentive Goals, 2022 Reporting Year	Mark B. Rosenberg	68

Section	Agenda Item	Presenter	Page
			69
4.	New Business <i>(If Any)</i>	Claudia Puig	
5.	Concluding Remarks and Adjournment	Claudia Puig	

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Governance Committee

June 16, 2020

Subject: Approval of Minutes of Meetings held February 26, 2020 and April 21, 2020

Proposed Committee Action:

Approval of Minutes of the Governance Committee meetings held on Wednesday, February 26, 2020 at the FIU, Modesto A. Maidique Campus, Graham Center Ballrooms and on Tuesday, April 21, 2020 via Zoom.

Background Information:

Committee members will review and approve the Minutes of the Governance Committee meetings held on Wednesday, February 26, 2020 at the FIU, Modesto A. Maidique Campus, Graham Center Ballrooms and on Tuesday, April 21, 2020 via Zoom.

Supporting Documentation: Minutes: Governance Committee Meetings: February 26, 2020 and April 21, 2020

Facilitator/Presenter: Claudia Puig, *Governance Committee Chair*

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**FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
GOVERNANCE COMMITTEE
MINUTES
FEBRUARY 26, 2020**

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 Claudia Puig on Wednesday, February 26, 2020 at 11:34 a.m. at the FIU, Modesto A. Maidique Campus, Graham Center Ballrooms.

General Counsel Carlos B. Castillo conducted roll call of the Governance Committee members and verified a quorum. Present were Trustees Claudia Puig, *Board Chair*; Cesar L. Alvarez; Leonard Boord; and Gerald C. Grant, Jr.

Board Vice Chair Jose J. Armas was excused.

Trustees Dean C. Colson, Donna J. Hrinak, Natasha Lowell, T. Gene Prescott, Joerg Reinhold, Sabrina L. Rosell, Marc D. Sarnoff, and Roger Tovar and University President Mark B. Rosenberg were also in attendance.

Board Chair Puig welcomed all Trustees and University faculty and staff to the meeting.

2. Approval of Minutes

Board Chair Puig asked if there were any additions or corrections to the minutes of the Governance Committee meeting held on September 18, 2019. A motion was made and unanimously passed to approve the minutes of the Governance Committee meeting held on Wednesday, September 18, 2019.

3. Action Item

G1. Updated Exclusion Resolution and Designation of Key Management Personnel and Delegation of Authority

Provost and Executive Vice President Kenneth G. Furton presented the updated Exclusion Resolution and Designation of Key Management Personnel and Delegation of Authority for Committee review. Provost Furton explained that the composition of the FIU Board of Trustees has changed since the adoption of the September 5, 2018 Exclusion Resolution, and that accordingly, an update to the Exclusion Resolution was needed to reflect the current composition of the FIU Board of Trustees and the exclusion of those Board members, including the new Board of Trustees members, from the requirements for a personnel security clearance.

Provost Furton indicated that the named Board of Trustees members shall not require, shall not have, and can be effectively excluded from access to all classified information in the possession of FIU, and do not occupy positions that would enable them to adversely affect FIU's policies or practices in the performance of classified contracts for the Department of Defense or other agencies of the National Industrial Security Program.

A motion was made and unanimously passed that the FIU Board of Trustees Governance Committee recommend that the Florida International University Board of Trustees adopt a Resolution that updates the exclusion of the named members of the FIU Board of Trustees from the requirements for a personnel security clearance.

4. Discussion Item

4.1 Southern Association of Colleges and Schools Commission on Colleges

The Committee welcomed Dr. Belle S. Wheelan, President of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). Dr. Wheelan provided an overview of accreditation in general and specifically of the SACSCOC. She explained that, founded in 1895, the Southern Association of Colleges and Schools is currently comprised of the Council on Accreditation and School Improvement (CASI) and the Commission on Colleges (COC). She added that the Commission on Colleges was founded in 1917 and was organized to develop standards and a process for accrediting colleges and universities in the South.

Dr. Wheelan explained that national accrediting agencies accredit institutions of higher education that have a single focus irrespective of location, that regional accrediting agencies accredit all aspects of an institution of higher education in specific regions, and that specialized or professional accrediting agencies accredit programs within institutions. She described the three purposes of regional accreditation, namely, to ensure continuous improvement and quality at an institution, to demonstrate to the general public that there is a set of standards to which an institution has demonstrated compliance, and to serve as the gatekeeper for federal financial aid.

Dr. Wheelan delineated the characteristics of regional accreditation and noted that there are six regional accrediting associations. She added that the Council of Regional Accrediting Commissions (C-RAC) is a collective of seven regional organizations responsible for the accreditation of approximately 3,000 of the nation's colleges and universities. She provided an overview of C-RAC activities, noting that since it reconvened in 2010, the National Advisory Committee on Institutional Quality and Integrity (NACIQI) has been advising the U.S. Secretary of Education on matters concerning accreditation, the Secretary's recognition process for accrediting agencies, and institutional eligibility for federal student aid, through the Committee's public meetings.

Dr. Wheelan presented an overview of the SACSCOC's governance structure, noting that the Appeals Committee is elected by the College Delegate Assembly to enable applicant, candidate, and member institutions to appeal adverse decisions taken by the SACSCOC Board. She pointed out that the thirteen-member Executive Council is the executive arm of the SACSCOC Board of Trustees and functions on behalf of the Board and the College Delegate Assembly between meetings. Dr. Wheelan indicated that Senior Vice President of Academic and Student Affairs Elizabeth M. Bejar serves as the Florida representative on the Executive Council. Dr. Wheelan explained that the standing committees of the SACSCOC Board of Trustees, the Committees

on Compliance and Reports, review applications for membership, reports prepared by off-site and on-site reaffirmation committees, and the institutional responses to those reports, and recommend action on those accreditation issues to the Executive Council.

5. New Business

No new business was raised.

6. Concluding Remarks and Adjournment

With no other business, Board Chair Claudia Puig adjourned the meeting of the Florida International University Board of Trustees Governance Committee on Wednesday, February 26, 2020 at 12:05 p.m.

There were no Trustee requests.

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**FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
GOVERNANCE COMMITTEE
MINUTES
APRIL 21, 2020**

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 Claudia Puig on Tuesday, April 21, 2020 at 9:24 a.m. via Zoom.

General Counsel Carlos B. Castillo conducted roll call of the Governance Committee members and verified a quorum. Present were Trustees Claudia Puig, *Board Chair*; Jose J. Armas, *Board Vice Chair* (joined late); Leonard Boord; and Gerald C. Grant, Jr.

Trustee Cesar L. Alvarez was excused.

Trustees Dean C. Colson, Donna J. Hrinak, Natasha Lowell, Joerg Reinhold, Sabrina L. Rosell, and Roger Tovar and University President Mark B. Rosenberg were also in attendance.

Board Chair Puig welcomed all Trustees and University faculty and staff to the meeting.

2. Action Items

G1. Florida International University Annual Accountability Plan, 2020

Provost and Executive Vice President Kenneth G. Furton presented FIU's 2020 Accountability Plan for Committee review. He provided an overview of key institutional achievements and investments, namely, amplifying learner success and institutional affinity, accelerating preeminence and research and innovation impact, and assuring responsible stewardship. He explained that the aforementioned areas are in alignment with the University's strategic plan.

Provost Furton delineated the outcomes of the University's performance for the 2020 reporting year and proposed goals through 2023 in terms of the 10 Florida Board of Governors (BOG) Performance Based Funding Model metrics. He explained that while the University did not meet the targets pertaining to the median wages of bachelor's graduates employed full-time one year after graduation and the academic progress rate, improvements over the prior year were achieved. He pointed out that the number of bachelor's degrees awarded in areas of strategic emphasis decreased and therefore, the goal was not met.

Provost Furton explained that the BOG asked universities to select two performance indicators in the areas of teaching and learning and scholarship, research, and innovation, not already included in the Performance Based Funding section, which the universities wished to highlight. In terms of

teaching and learning, Provost Furton pointed out that FIU selected to highlight metrics pertaining to the six-year first-time-in-college graduation rates and the Pell recipient four-year graduation rate, noting that these were among the factors used by *U.S. News & World Report's* in its college ranking calculations. In terms of scholarship, research, and innovation, he stated that FIU selected to highlight metrics relating to total research expenditures and number of licenses/options executed annually. He described the University's enrollment planning, namely that only modest increases were planned at the graduate level and in distance learning as a percentage of total full-time equivalent enrollment.

Provost Furton described initiatives aimed at improving the University's four-year graduation rate, namely, that the University continues to implement high-touch/high-tech strategies. He provided an overview of new academic programs for consideration in academic year 2020-21, indicating that said programs were in areas of strategic emphasis.

In response to Trustee Leonard Boord's inquiry, Provost Furton described the primary drivers directly contributing to the decreased average cost to the students, namely that students with state and federal aid in addition to strategic institutional aid in the form of retention and completion grants drove down the impact of net tuition and fees.

A motion was made and unanimously passed that the FIU Board of Trustees Governance Committee recommend that the Florida International University Board of Trustees (1) approve Florida International University's Annual Accountability Plan as provided in the Board materials and (2) delegate authority to the University President to perform final editing as needed and to amend consistent with comments received from the Board of Governors.

G2. President's Management Review

Board Chair Puig noted that, as is required by BOG Regulation, she solicited input from BOG Chair Syd Kitson regarding University President Mark B. Rosenberg's annual performance evaluation. She added that Chair Kitson provided positive feedback in terms of the University's and President's performance.

Provost Furton presented the University and President's Performance Goals and Results Self-Evaluation Scorecard for the 2020 reporting year, providing an overview relating to the outcomes of the 10 BOG Performance Based Funding Model metrics. He indicated that the Scorecard demonstrates performance relative to the established goals and over the prior year's outcomes. Provost Furton noted that the University achieved and/or exceeded seven of the 10 goals, explaining that while the University did not meet the objectives related to the median wages of bachelor's graduates employed full-time within one year after graduation and the academic progress rate, improvements over the prior year were achieved. He added that goal pertaining to bachelor's degrees awarded within programs of strategic emphasis was not met, noting that student areas of interest did not align with programs within areas of strategic emphasis.

Provost Furton explained that the University exceeded and/or far exceeded incentive goals related to increasing utility patents awarded, total research expenditures, and annual fundraising. He pointed out that while the target was not met, the number of doctoral degrees awarded increased by 29. President Rosenberg described significant events or milestones of major impact to the University,

namely the \$5M gift from Trish and Dan Bell to build the interfaith chapel on the Modesto A. Maidique Campus and the launch of the public phase of the Next Horizon Capital Campaign with the highest annual fundraising year in FIU Foundation history. He pointed out that the University's Department of Emergency Management earned accreditation and that also, having been renewed as an Ashoka Changemaker campus through 2023, FIU is one of only 45 colleges and universities globally who have this designation. President Rosenberg pointed out that the FIU Model United Nations Team ranked #1 in North America, that the College of Communication, Architecture + Arts developed the South Florida Media Network, and that FIU had the largest activation at the Miami Herald's annual Silver Knights Award event. He added that FIU earned its first Conference-USA Institutional Excellence Award for posting the highest annual GPA in the conference and that FIU set a conference high of 246 student-athletes on the honor roll. He also provided a brief overview of high-profile visits during the 2018-19 fiscal year.

Trustee Boord requested that the Full Board be provided with the opportunity to engage in the process of setting the targets that will form the University President's Incentive Goals for the 2020-21 academic year.

A motion was made and unanimously passed that the FIU Board of Trustees Governance Committee recommend for Board of Trustees' approval a "Superior" performance rating to President Rosenberg for his leadership of Florida International University during the 2018-19 academic year.

In response to Chair Puig's inquiry regarding Trustee Boord's request, General Counsel Castillo explained that the 2020-21 Incentive Goals and the President's Incentive Goals outcomes for 2018-19 are not part of the Committee's items for review at the current time. Chair Puig pointed out that she and President Rosenberg discussed the President's Incentive Goals outcomes for 2018-19 and the Committee's review of the Incentive Goals to be proposed for 2020-21 and have agreed to postpone any related Committee action on these matters until a future meeting of the Governance Committee.

G3. University and President's Performance Goals, 2020-2021

Provost Furton explained that the University and President's Performance Goals for the 2020-21 academic year are included in the Accountability Plan, which the Committee reviewed earlier in the meeting. Given the uncertainties of the time, he pointed out that the BOG has advised of the likelihood of possible changes to the university Accountability Plans, namely to the proposed goals.

A motion was made and unanimously passed that the FIU Board of Trustees Governance Committee recommend that the FIU Board of Trustees adopt the University and President's Performance Goals for the 2020-21 academic year as included in the Board materials.

3. New Business

No new business was raised.

4. Concluding Remarks and Adjournment

With no other business, Board Chair Claudia Puig adjourned the meeting of the Florida International University Board of Trustees Governance Committee on Tuesday, April 21, 2020 at 10:16 a.m.

Trustee Request:

Trustee Leonard Boord requested that the Full Board be provided with the opportunity to engage in the process of setting the targets that will form the University President's Incentive Goals for the 2020-21 academic year.

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Governance Committee

June 16, 2020

Subject: Direct Support Organizations Board Appointments

Proposed Committee Action:

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

Background Information:

On June 5, 2020, the Board of Directors of the Florida International University Foundation, Inc., a direct support organization (“DSO”) of Florida International University (the “FIU Foundation”), appointed one (1) new director, and renewed the terms of certain current directors, all identified below.

Accordingly, and as required by Regulation FIU-1502, the FIU Foundation is requesting that the FIU Board of Trustees approve the appointment of such individuals to the FIU Foundation Board of Directors, as follows:

A. New Director Appointments for initial one-year terms (*FY 2020-2021*):

- Francis A. Hondal ’87 BBA’94 MBA

B. Renewal of Existing Director Appointments:

For three-year terms: (*FY 2020-2021, 2021-2022, 2022-2023*)

1. Dan and Trish Bell
2. Richard Brilliant ’93
3. Wasim J. Shomar

For two-year terms (*FY2020-2021, 2021-2022*)

4. Carmel J. Barrau, MD, FACP
5. Noel J. Guillama-Alvarez ’99
6. Chad Moss ’94
7. Carlos Sabater, CPA ’81
8. Jason A. Saltzman

The Florida International University Board of Trustees (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 Statute 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: FIU Foundation, Inc. Board of Directors appointments

- New Director Appointment for initial one-year term
- Renewal of Existing Director Appointments

Facilitator/Presenter: Howard R. Lipman

Francis A. Hondal '87 BBA'94 MBA



Francis A. Hondal is president of Loyalty Services, Managed Services and Labs as a Service at Mastercard and a member of the company's management committee.

Francis oversees Mastercard's robust loyalty platforms and products as well as its agile, cross-collaboration implementation team focused on high-impact marketing programs and rapid product design services. The team delivers end-to-end solutions that provide contextual, digital-first experiences for today's connected consumers and more valuable engagements for merchants and issuers.

With over 25 years of experience in consumer marketing, finance and management, Francis has spent her career in the payments and financial services industries. Prior to her current role, she served as Mastercard's EVP of credit and loyalty solutions overseeing all aspects of product strategy and development globally. For Mastercard in Latin America and the Caribbean, she was responsible for the development, management and marketing of all products and solutions as well as Mastercard Advisors consulting services.

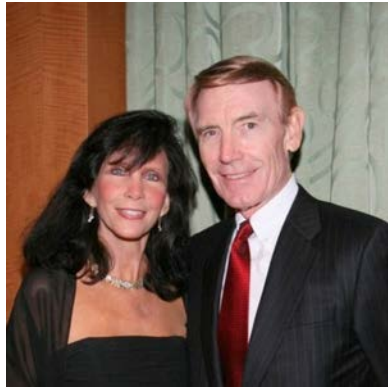
Before joining Mastercard in 2011, she launched a business development and marketing service firm after an 18-year career at American Express.

Francis is a first generation Cuban-American and has been named amongst Fortune's Top 50 Most Powerful Latina Women in corporate America; ranking #19 in 2018 and #15 in 2017. She serves as a Board Member of FIU's Chapman School of Business and was inducted to the College of Business Administration Hall of Fame in 2015; receiving the Global Leadership Award. In 2013, she received the International Business Woman of the Year Award by the Organization of Women in International Trade.

She has a Bachelor Degree in Finance and International Business and an MBA from Florida International University (FIU). Francis lives with her family in Miami.

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Trish and Dan Bell



Trish and Dan Bell are among our community's most active and deeply engaged supporters, both in terms of their widespread leadership and their generous philanthropy. For more than 20 years, they have diligently pursued their deep passion to enhance our community, focusing primarily on providing opportunities to improve the lives of underserved persons who otherwise lack the resources and support to achieve significant improvement on their own. The Bells also are strong supporters of the cultural arts.

Together, they serve as Co-Chairs Emeritus of the Patricia and Phillip Frost Museum of Science, where for twelve years they led the effort, from conception to more than 75% complete, to create a new world-class, iconic science museum in the heart of downtown Miami. They also both served on the Board of Trustees of the Florida United Methodist Children's Home for six years, and they have long been the principal financial supporter of Branches, a multi-site organization supporting underserved children, as well as founding members of the Branches Advisory Board, which Trish chairs. Trish also is past Chair, and now Chair Emeritus, of the Board of Trustees of Chapman Partnership, widely recognized as one of the nation's most effective organizations for assisting the homeless. Trish also serves on the Steering committee of the American Red Cross Tiffany Circle, and she is a long-time member and past chair of the Red Cross Ball Committee. She also serves on the Adrienne Arsht Center Foundation Board, while Dan serves on the board of the Town Square Neighborhood Development Corporation (under the auspices of the Adrienne Arsht Center).

They made a \$5 million gift to FIU's Next Horizon campaign to help build a non-denominational chapel on the FIU Modesto A. Maidique campus. The chapel will accommodate the plurality of faiths and perspectives at FIU and serve as an interfaith gathering place for worship, contemplation, spiritual strengthening and mutual understanding.

Besides the organizations noted above, the Bells also provide significant philanthropic support to an extremely wide range of other community service and cultural organizations. As a result of their impact in the community, the Bells have been recognized with numerous honorary awards including, among many, the Alvah H. Chapman, Jr. "Humanitarian Award"; Miami-Dade's "Outstanding Philanthropists"; MCCJ's "Silver Medallion Humanitarian"; Miami's "Power Couple" by Big Brothers Big Sisters; and the "Lifetime Achievement" Award from the FIU Robert Stempel College of Public Health and Social Work.

Trish has also received numerous individual awards for her service to the community including, among others, Barry University's "Laudare Medal;" the 2014 Miami Today's "Gold Medal" recipient; and she most recently had Chapman's "Lifetime Achievement" Award named in her honor.

Now retired, Dan co-founded Kos Pharmaceuticals in Miami and led the company, as CEO and then Chairman, from start-up to national recognition as one of the fastest growing companies in the US until its sale in 2006. The Bells, who were high school sweethearts, are blessed with two wonderful sons, two sweet daughters-in-law and two precious granddaughters.

Richard Brilliant '93



Mr. Richard Brilliant is currently Chief Audit Officer (CAO) for Carnival Corporation & plc, the largest cruise company in the world, with a portfolio of 9 cruise brands in North America, Europe, Australia and Asia, comprised of Carnival Cruise Line, Holland America Line, Princess Cruises, Seabourn, AIDA Cruises, Costa Cruises, Cunard, P&O Cruises (Australia) and P&O Cruises (UK). Mr. Brilliant has been CAO for just under half of his 24-year career with Carnival Corporation & plc. Reporting directly to the Board of Directors, he leads a large global team that provides risk advisory and assurance services to the Board and Senior Executive Management. In 2012, the scope of risk services under his responsibilities was increased to include safety, health, environmental and security risks which was in addition to his existing responsibilities related to financial, operational, IT, and strategic risk.

Prior to attaining the CAO role, Mr. Brilliant led a wide range of audit and management advisory services including implementing and leading the internal audit functions at several cruise brands, designing and implementing the SOX 404 compliance program, implementing the Enterprise Risk Management Framework, and participating in special projects including various due diligence activities associated with Carnival's acquisition of brands. Prior to Carnival Corporation and plc, he began his career with Kenneth Leventhal & Company in their Hospitality Consulting Services Group where he was responsible for performing feasibility studies and supporting various advisory services to real estate and hospitality industry clients and financial institutions.

Mr. Brilliant completed his undergraduate work at the University of Florida where he was actively involved in various student government organizations. His accomplishments resulted in him earning membership in both the Florida Blue Key and Omicron Delta Kappa leadership honorary societies. He subsequently obtained his Master of Science in Hospitality and Tourism Management from Florida International University and continues to be closely involved with FIU having served as Chair of the Foundation Board of Directors. In 2011, Mr. Brilliant successfully completed Harvard Business School's Program for Leadership Development.

Mr. Brilliant is a 2009 recipient of an FIU Distinguished Alumni Torch Award, 2010 FIU Presidential Medallion, and was responsible for Carnival Corporation & plc winning a 2010 achievement award from the OCEG (a nonprofit think tank that helps organizations achieve Principled Performance). He also won a 2012 NOVO award as an “Outstanding Board Leader” presented by the Greater Miami Chamber of Commerce. An active member of the Institute of Internal Auditors and Association of Certified Fraud Examiners, he enjoys speaking to the profession on concepts and techniques associated with integrating risk management programs. Mr. Brilliant resides in Hollywood, Florida and has three children with his wife Nicole.

Wasim J. Shomar



Wasim J. Shomar, Ph.D., is the Chairman and CEO of the Lynx Companies, operating in various sectors of business to help a select group of talented management teams and entrepreneurs build successful private companies that become market leaders. By providing operating and strategic expertise along with capital management, Dr. Shomar has been instrumental in the growth and success of the companies he participates in, maximizing the returns of the private, select group of investors.

Prior to moving to the private sector, Dr. Shomar served for several years as the President of the Kendall Campus of Miami Dade College (MDC). Dr. Shomar presided over a campus that employed close to 3,000 individuals, served more than 70,000 students a year, and offered undergraduate degrees in 128 various majors. Prior to his appointment to the Kendall Campus, Dr. Shomar served at MDC as the Dean of the School of Design and Technology for three years, and as a member of the engineering faculty for three years.

Before joining MDC, Dr. Shomar worked at IBM Corporation's Department of Custom Adapter Products as a Development Staff Engineer and then as a Lead Engineering Supervisor. During that time, he attained four different United States patents on Methods for Performing Intelligent Network Services with ISDN Network Terminators Located at a Subscriber's Premise.

Dr. Shomar is the author/editor of twelve publications including books, journals, and conference proceedings in the areas of Telecommunication, Robotic Vision, Artificial Intelligence, and Computer Architecture. He is also the developer of the initial concept of the LoJack® car recovery system.

Dr. Shomar received his Bachelor, Master, and Doctor of Philosophy (Ph.D.) degrees in Electrical and Computer Engineering from the University of Miami in Coral Gables, Florida, where he specialized in Neural Networks, Computational and Robotic Vision. He received a Post-Doctorate in Physics specializing in Underwater Acoustical Imaging

from the Rosenstiel School of Marine and Atmospheric Science. Dr. Shomar also holds various graduate certificates from the University of Harvard's School of Education as well as John F. Kennedy's School of Government at the University of Harvard.

Dr. Shomar is the immediate past chairperson of the FIU Foundation Membership and Board Management Committee.

Dr. Carmel J. Barrau, MD, FACP



Dr. Carmel J. Barrau has devoted his entire career to serving the medical and social needs of the community. Originally from Haiti, Dr. Barrau has practiced medicine for over 20 years and was the first Haitian American appointed to the Board of Medicine in Florida. Dr. Barrau is founder and president of Unihealth of South Florida, Inc., a group medical practice in Miami, Florida.

Dr. Barrau is President of the Association for Haitian Physicians Abroad (AMHE) S. Florida Chapter, and is one of the cofounders of the Herbert Wertheim College of Medicine at Florida International University. He received his doctorate from the University of Haiti Medical School and completed his residency at Jackson Memorial Hospital. He is the recipient of many honors and awards, including: 2016 Honoree for Healthcare, 2014 50 Most Powerful Black Business Leaders in South Florida, 2014 Black History Month Honoree, 2013 Medical Professional of the Year, and he is the first Haitian-American physician appointed to the Florida Board of Medicine.

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Noel J. Guillama-Alvarez '99



Mr. Noel J. Guillama had been described by President Emeritus of FIU, Modesto (Mitch) A. Maidique, as “a serial entrepreneur”. He is a nationally recognized expert and lecturer on healthcare management / operations and the use of technology in healthcare. Since 1984, he has been Chairman of Guillama, Inc., a strategic operations consulting and management company in healthcare, technology, construction and real estate, who has built/managed the development and/or construction of a wide range of projects including roads, medical facilities, commercial complexes and infrastructure facilities.

Since 2003, Mr. Guillama has served as Founder and Chairman of Quantum Group, Inc (Formerly NYSE Amex QGP) of Wellington, FL. Quantum is a healthcare information technology company and developer of the PWeR ® EHR solution. Mr. Guillama has filed numerous patents dealing with the use of health information technology and cloud computing. He was the founder and former CEO of Metropolitan Health Networks, Inc. (NYSE Amex MDF), one of Florida’s largest healthcare management companies. He currently serves as a member of the Palm Beach State College Foundation, Inc. Board of Directors. Palm Beach State College serves over 40,000 students and was founded as Florida’s first community college in 1933. He is a past Trustee of Palms West Hospital in Loxahatchee.

Mr. Guillama has also served as Director of the Palms West Chamber of Commerce in Palm Beach County and of the Palm Beach Education Commission. He is a State of Florida Certified Building Contractor, Real Estate Broker, and holds or has held licensures in mortgage, securities and insurance. Mr. Guillama is a member of the American College of Health Care Executives, the Healthcare and Information Management Systems Society (HIMSS), the Medical Group Management Association and the American College of Medical Practice Executives (ACMPE).

Mr. Guillama attended Palm Beach State College, Palm Beach Atlantic University and is a graduate of the Massachusetts Institute of Technology (MIT) Birthing of Giants

entrepreneurship program. Mr. Guillama has served on the FIU Foundation Board of Directors since November 2002. He led the Board as Chairman in 2010-2011, and previously as Finance Committee Chair, as well as Chair of the Investment, Audit, and Academic Committees. He is also a member of the Wolfsonian-FIU Board of Advisors and a Founder for the FIU Herbert Wertheim College of Medicine and the FIU Alumni Center. Mr. Guillama was born in Havana, Cuba and has been a resident of Palm Beach County, Florida for 40 years.

Chad Moss '94



Mr. Chad Moss earned a Bachelor of Science in Construction Management from FIU in 1994. He began his career as an assistant field engineer, project engineer, project manager, and account manager in the South Florida construction industry. He joined his father at Moss and Associates, one of Florida's largest private construction management companies, in the role of Executive Vice President. Mr. Moss' responsibilities include managing multiple construction projects, preconstruction buyout, scheduling, contract management, billing, public relations, and new project pursuits.

Mr. Moss' South Florida experience includes construction management of retail shopping centers, office buildings, churches and government construction. Recently, he completed five United States Immigration buildings for the General Service Administration, the federal agency that provides office space, goods and services to other federal agencies. Based on their vast experience with public infrastructure, Moss and Associates was chosen by the Florida Marlins to team up with Hunt to build the 37,000-seat, retractable-roof stadium in Miami's Little Havana. Mr. Moss is an emerging leader and experienced professional with Leed certified projects (Leadership in Energy and Environmental Design).

Mr. Moss' firm has been ranked as the eighth largest Green Builder in the Southeast United States. He is proud of completing five Leed Silver projects in the past year and has been recognized by his industry for excellence in his craft. He received the 2005 Construction Association of South Florida (CASF) Craftsmanship Award for the Publix Supermarket in North Miami. In 2006, the University of South Florida launched the Florida Sunshine State Safety Recognition Awards program. Since then, known for its industry-leading workplace safety programs at public-and-private-sector jobsites, Moss and Associates has received more awards than any Florida-based construction services firm.

In 2008 and 2009, Mr. Moss earned four prestigious awards for new Publix Supermarkets in Miami and the U.S. Citizenship and Immigration Services field office in West Palm Beach. Mr. Moss is a strong supporter of the FIU Construction Management Department,

serving on the Executive Committee of the Construction Management Department's Industry Advisory Council. Mr. Moss' network within the construction industry was a great advantage in leading the Department's first industry Support Campaign in 2008-2009. In order to maintain the independent entity of the Department, FIU and the South Florida construction industry launched a campaign to raise a minimum of \$250,000. As a member of the leadership team, Mr. Moss kicked off the campaign with the largest single gift.

Mr. Moss' support of FIU extends to alumni activities as well. Moss and Associates hosted an FIU alumni day at company headquarters to promote and strengthen their relationship with FIU. With 21 alumni in their employ, Moss and Associates has hired more than 35 FIU graduates over the last ten years.

Mr. Moss is actively involved in the Construction Association of South Florida and Associated Builders and Contractors.

Carlos Sabater, CPA '81



Mr. Carlos Sabater was the Managing Principal of the Americas region for Deloitte Global. The Americas region consists of over 100,000 Deloitte professionals providing Audit and Assurance, Consulting, Financial Advisory, Risk Advisory, and Tax and Legal services across 28 countries and territories. Mr. Sabater led the region with a focus on achieving Deloitte's aspiration to be the undisputed leader in professional services by driving the execution of Deloitte's strategic priorities to enable consistent high-quality client service delivery across the region.

Mr. Sabater was a senior partner of Deloitte in the US and serves on the boards of directors of Deloitte firms in the Caribbean and Bermuda Countries (CBC), Latin American Countries Organization (LATCO), and Mexico. Mr. Sabater is also a member of Deloitte's Global Operating Committee.

With over 30 years of experience within the Deloitte network, Mr. Sabater has had a distinguished career serving large and complex multinational clients across many business sectors, including consumer products, health care, technology, real estate, and logistics. Mr. Sabater has held numerous leadership roles. After serving as the managing partner for the Deloitte US Florida office, he led the US Southeast region's audit practice, then the US National audit practice, and most recently the Deloitte Global Audit business.

Mr. Sabater is known for his commitment to talent development, building opportunities for tomorrow's leaders, and fostering diversity within the workplace. He is actively engaged in helping young professionals develop their skills and careers to deliver exceptional service to clients and their community. He was recognized by Hispanic Executive magazine as one of the top Hispanic executive leaders on their 2017 Top Ten Líderes list. Mr. Sabater is a licensed US Certified Public Accountant and member of the American Institute of Certified Public Accountants.

Mr. Sabater was born in Cuba and immigrated to the United States as a young child. He studied accounting and finance at FIU. Mr. Sabater and his wife have two daughters and

one miniature Dachshund. As a family, they are significant contributors to their community and enjoy their lives in Miami.

Mr. Sabater is available for speaking engagements on various topics, including leadership, career development, diversity and inclusion, power of mentoring, and trends in the business landscape within the Americas region.

Jason A. Saltzman



Mr. Jason A. Saltzman is the Founder of Alley, a post business incubator and shared workspace for entrepreneurs. He also co-founded the tech company, SeamlessDocs. Mr. Saltzman advises and invests in a variety of early-stage companies and is a mentor for the Techstars accelerator program. He has worked with the US State Department, traveling the world to assist the growth of startup communities. On his latest trip to the Middle East, he produced and starred in a documentary about the Kuwaiti startup ecosystem. Mr. Saltzman has published content for CNN, The Wall Street Journal, and is VIP contributor to Entrepreneur Magazine.

Alley, which has locations across the nation, including New York City, Palo Alto, Los Angeles, Washington, D.C. and Boston, has partnered with FIU on an innovative new program that offers student journalists diverse real-world experiences and content studios equipped with the most sophisticated video and audio recording and editing technology. The Alley-FIU Journalism Solutions Partnership, supported by a generous gift from the company, is housed in New York and Washington, D.C., furnishing students with ready access to countless stories that are shaping the fabric of our nation and world. The partnership is the first major collaboration between the company and a university, providing invaluable opportunities for journalism students to connect and interact on projects with mentors and startups. Alley has also teamed up with FIU on its Ratcliffe Art + Design Incubator, an initiative that helps student artists and designer transform their ideas into viable businesses.

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THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Governance Committee

June 16, 2020

Subject: Ratification of the Amended 2018-2021 Collective Bargaining Agreement between the Florida International University Board of Trustees and the United Faculty of Florida (UFF) - FIU Chapter

Proposed Committee Action:

Recommend that the Florida International University Board of Trustees (the BOT) ratify the amended 2018-2021 Collective Bargaining Agreement between the BOT and the United Faculty of Florida (UFF) – FIU Chapter. Amendments have been made to the following sections:

- Article 11: Salaries
 - Appendix A: Position Classification in the Bargaining Unit
 - Policy: Appointment
 - Policy: Assignment of Responsibilities
 - Policy: Non-reappointment
 - Policy: Promotions
-

Background information:

At FIU, 72% of the faculty are in-unit faculty members who are governed by the Collective Bargaining Agreement.

Pursuant to a contract reopener, representatives of the BOT and the UFF have engaged in collective bargaining negotiations to discuss specific terms and conditions of employment that will govern personnel who fall within the bargaining unit represented by the UFF. The bargaining teams have reached an agreement on included amendments to the terms of the 2018-2021 BOT-UFF Collective Bargaining Agreement for a term commencing on the date of ratification and running through July 1, 2021.

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

Supporting Documentation:

Term Sheet

Draft Amended 2018-2021 BOT-UFF Collective Bargaining Agreement

Facilitator/Presenter:

Kenneth G. Furton

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BOT-UFF TERM SHEET

Term:	2018 - 2021
Articles:	The following article of the collective bargaining agreement was revised as outlined below: salaries.
Appendix:	The following appendix of the collective bargaining agreement was revised as outlined below: position classification in the bargaining unit.
Policies:	The following four policies of the collective bargaining agreement were revised as outlined below: appointment, assignment of responsibilities, non-reappointment, and promotions.
Salaries:	<ul style="list-style-type: none"> • Included the Associate Teaching Professor and Teaching Professor titles to the list of faculty to be awarded promotion increases.
Appendix A: Position Classification in the Bargaining Unit:	<ul style="list-style-type: none"> • Established that the Teaching Professor, Associate Teaching Professor, and Assistant Teaching Professor are positions in the bargaining unit.
Appointment:	<ul style="list-style-type: none"> • Added that a faculty position can be defined as a fixed multi-year appointment. • Established that a Teaching Professor, Associate Teaching Professor, or an Assistant Teaching Professor can be appointed to a multi-year contract.
Assignment of Responsibilities:	<ul style="list-style-type: none"> • Clarified that unit is defined as a department/unit consistent with the CBA definitions. • Identified document referenced to in item 3C as “Differential Assignment Policies.” • Defined the process for the development of the Differential Assignment Policies. • Revised item 10bii, to ensure faculty shall receive University support in creating and facilitating online courses. • Removed language stating that faculty could not be required to teach online courses. • Defined appreciable University support as it relates to online instruction.
Non-reappointment:	<ul style="list-style-type: none"> • Revised the notice provision for non-tenure track faculty.

Promotions:	<ul style="list-style-type: none"> • Included the titles of Teaching Professor, Associate Teaching Professor, and Assistant Teaching Professor to the list of faculty eligible for promotion. • Included the titles of Teaching Professor, Associate Teaching Professor, and Assistant Teaching Professor in the appropriate sections related to promotion criteria and procedures. Defined the process for reclassifying Instructors into the Teaching Professorship track.
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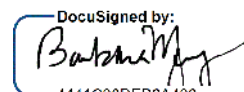
OverviewSummary of Tentative BOT-UFF Agreement

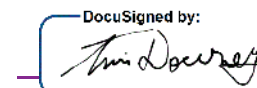
Based upon our bargaining sessions during Spring 2020, the FIU Administration and the United Faculty of Florida-FIU have reached a tentative agreement on the following reopeners of the 2018-2021 Collective Bargaining Agreement. Both parties will move forward with scheduling ratification votes of the following items.

~~We have attached our response to the proposed contract language you presented to us last week. Both "sides" had previously agreed to reopen and bargain over: 1) Extended security of employment for non-tenure track faculty (initially in Appointment but then collectively agreed to focus on Non-Reappointment); 2) The Instructor/Senior Instructor/University Instructor to Assistant Teaching Professor/Associate Teaching Professor/Teaching Professor name change; 3) Removing 10.b.2 and creating compensatory language to alleviate Union concerns related to that potential change; and 4) Cleanup for the Differential Assignment Policy creation and approval process to ensure the CBA matches established practice. Many of the administration's proposed changes relate to parts of the CBA that were neither officially re-opened nor discussed within the working groups we mutually created to facilitate (but not engage in) bargaining related to official reopeners. As such, our response focuses only on UFF FIU and the administration's previously established reopeners. We hope the continued focus on these areas will enable us to reach consensus and conclude our bargaining for this year. The remaining topics offered by the administration can be addressed in the near future when we open negotiations on the entire contract for 2021-2024.~~

The articles and policies have been placed in the order they appear in the CBA. Comments have been added for each edit in the document and summarized here.

- Article 11 - Salaries (on page 4on page 2)
 - ~~Added the Associate Teaching Professor and Teaching Professor titles to the listing of faculty awarded promotion increases. Accepted change to promotion increase for associate teaching professor name change.~~
 - ~~Accepted change to promotion increase for teaching professor name change.~~
- Appendix A (on page 8on page 6)
 - ~~Added Teaching Professor, Associate Teaching Professor, and Assistant Teaching Professor to the list of positions in the bargaining unit. Accepted but reordered titles for teaching professor, to agree with order of other titles.~~
- Policy - Appointment (on page 10on page 8)
 - ~~Added clarity that Accepted addition of a multi-year contract is a to types of position. in Appointment.~~
 - ~~Added that a Teaching Professor, Associate Teaching Professor, or an Assistant Teaching Professor can be appointed to a Accepted addition of teaching professor to multi-year contract.~~
- Policy - Assignment of Responsibilities (on page 17on page 15)

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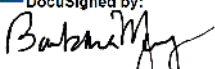
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Page 29 of 69

- ~~Updated the Changed~~ numbering in Assignment to be consistent throughout the agreement. agree with rest of CBA.
- Under item 3C, clarified that unit to be department/unit consistent with the CBA defined definitions. Revised the referenced document name to "Differential Assignment Policies". ~~Accepted changes for wording of DAP, but changed unit/department to department/unit, since that is the definition in the CBA and change Procedures to Policies to be consistent with general name of document used across campus.~~
- Defined the process for the development of the Differential Assignment Policies. ~~Inserted language to specify the procedure for accepting the DAP. The understanding in the room when this was added was that it would be like existing policies in the CBA, like the evaluation policy procedure.~~
- Revised item 10bii, to ensure faculty shall received U+ university support in creating and facilitating online courses. Removed the language referencing that faculty could not be required to teach online.
- Defined appreciable U+ university support as it relates to online instruction.
 - ~~Inserted new language to define normal university support in 10.B.ii.~~
 - ~~Accepted deletion of old 10.B.ii language.~~
 - ~~Inserted language to define appreciable University support.~~
 - ~~Change language to refer to appreciable University support in a and d.~~
- Policy - Non-Reappointment (on page 26on page 24)
 - Revised the notice provision for non-tenure track faculty. ~~Added new language for non-tenure track faculty to Non-reappointment, in particular, changed Notice.~~
- Policy - Promotions (on page 30on page 28)
 - Added the titles of Teaching Professor, Associate Teaching Professor, and Assistant Teaching Professor ~~Accepted language for adding teaching professor to the list of faculty eligible for promotion-employees~~
 - Added the titles of Teaching Professor, Associate Teaching Professor, and Assistant Teaching Professor under the section for promotion criteria and procedures. ~~Clarified years of service credit toward promotion for those transferred to newly created titles. Accepted language for adding teaching professor in promotion criteria (3)~~
 - ~~Accepted language for adding teaching professor to similar procedures for instructor (3)(b)~~
 - ~~Accepted language for defining time in rank for promotion to emphasize that teaching professor is a name change.~~

Color coding

- BOT-FIU insertion
- UFF-FIU deletion of BOT-FIU content
- UFF-FIU insertion

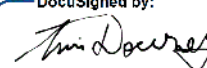
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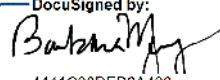
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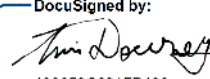
- ~~UFF FIU deletion from former CBA~~
- UFF FIU new insertion

Tentative Agreement

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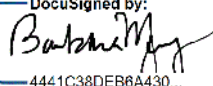
ARTICLE 11 SALARIES

11.1 2018-2019 Salary Retention Increase. Effective upon the faculty contract date for academic year 2018-2019, all eligible employees who were employed prior to May 18, 2018 and who are continuously employed through August 13, 2018 and are not in receipt of a notice of termination or non-reappointment shall receive a one and half percent (1.50%) retention increase to their base salaries, with a minimum increase of \$750.00.

11.2 2019-2020 Salary Increases Effective August 13, 2019, for the academic year 2019-2020, all eligible employees who were employed prior to January 7, 2019 and who are continuously employed through August 13, 2019 and are not in receipt of a notice of termination or non-reappointment shall receive a one percent (1.00%) retention increase to their base salaries with a minimum of seven hundred fifty dollars (\$750). Additionally, eligible employees will receive a one-time bonus (not to be added to their base salaries) of one percent (1.0%) with a minimum of seven hundred fifty dollars (\$750).

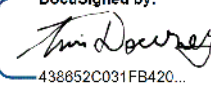
11.3 2020-2021 Salary Increases Effective August 12, 2020, for the academic year 2020-2021, all eligible employees who were employed prior to January 6, 2020 and who are continuously employed through August 12, 2020 and are not in receipt of a notice of termination or non-reappointment shall receive a one percent (1.00%) retention increase to their base salaries with a \$750 minimum increase. This retention increase does not have any additional related contingencies.

The University shall provide merit funds totaling one percent (1.00%) of the total bargaining unit payroll as of the last full pay period of the 2019- 2020 academic year on a pro rata basis to departments/units based on their payrolls as of the last full pay period of the 2019-2020 academic year. These funds shall be distributed to their base salaries employees within each department or academic unit consistent with the criteria and procedures set forth in the BOT-UFF Policy concerning Employee Performance Evaluation. If merit criteria apply to the entire college/school, the college/school is the unit. All employees are, or upon appointment will be, assigned to an existing department/unit. Additionally, all eligible employees who were employed prior to January 6, 2020 and who are continuously employed through August 12, 2020 and are not in receipt of a notice of termination or non-reappointment shall be eligible. All decisions will be made and communicated to faculty by September 15, 2020. This merit increase shall be contingent upon the University receiving new recurring funding legally available to be expended on faculty salary increases in excess of the prior year's base funding for faculty salaries. If insufficient funding is received and/or additional recurring funding,

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currently called "emerging preeminent funding," becomes available to the University, this provision shall be void, and the parties shall re-open negotiations for 2020-2021 salary increases.

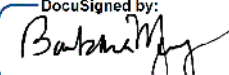
11.4 2018-2021 Convocation Awards. At the annual Faculty Convocation the FIU Board of Trustees or designee may provide to employees one-time awards totaling no more than 0.16% of the total employee payroll as of the end of the prior Academic Year for special achievements, including awards for teaching, 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 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.

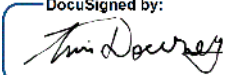
11.5 2018-2021 Discretionary Awards and Increases. During the 2018-2019, the 2019-2020, and the 2020-2021 academic year, the FIU Board of Trustees or designee may provide additional salary increases and/or one-time awards totaling no more than one percent (1.0%) of the total employee payroll as of the 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. 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.

11.6 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 or Assistant Professor a eleven percent (11%) increase;
- (b) To Senior Lecturer, Senior Instructor, Associate Scholar/Scientist/Engineer (Research Associate Professor), Associate University Librarian, [Associate Teaching Professor](#), or Associate Professor, a twelve percent (12%) increase;
- (c) To University Lecturer, University Instructor, Scholar/Scientist/Engineer (Research Professor), University Librarian, [Teaching Professor](#), or Professor, a fourteen percent (14%) increase.

11.7 Notification to Employees. All employees shall receive notice of their salary increases on the Salary Increase Notification Form attached as an Appendix to this

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Agreement not later than two weeks prior to implementation of the salary increases described in this article. Upon request, an employee shall have the opportunity to consult with the person or committee that makes the initial recommendation for salary increases.

11.8 Contract and Grant-Funded Employees.

- (a) Employees on grants or contracts shall receive salary increases 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.

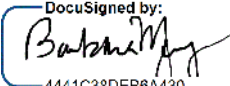
11.9 Report to UFF. Except as otherwise provided in this Article 11, no later than 30 days after any increases or bonuses are implemented, the University shall make available to the local chapter of the UFF, in machine-readable format, accurately by category, all increases provided pursuant to this Article, showing for each employee the employee's department, rank, gender, the base salary prior to the increase, the amount of the salary increase or merit bonus provided and the base salary after the salary increase.

11.10 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.
- (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.

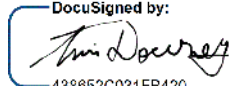
11.11 Grievability. The only issues to be addressed in a grievance filed pursuant to the Article on Grievance Procedure alleging violation of this Article are whether there is unlawful discrimination under Article 6, or whether there is an arbitrary and capricious application of the provisions of one or more sections of this Article.

11.12 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

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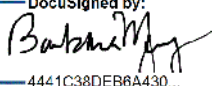
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satisfactory rating overall on his or her most recent annual evaluation. Where no evaluation was given for assigned responsibilities, performance shall be presumed to have been at least satisfactory overall. Employees on paid or unpaid leave who have 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.

11.11 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 UFF, shall determine the criteria and procedures.

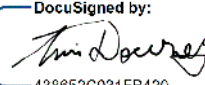
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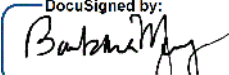
APPENDIX A POSITION CLASSIFICATION IN THE BARGAINING UNIT

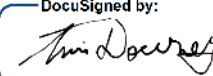
INCLUDED:

All full time and regular part-time employees in the following classifications:

9001 - Professor
 9002 - Associate Professor
 9003 - Assistant Professor
9xxx- Teaching Professor
9xxx- Associate Teaching Professor
9xxx – Assistant Teaching Professor
 9024 - University Instructor
 9014 - Senior Instructor
 9004 - Instructor
 9025 - University Lecturer
 9015 - Senior Lecturer
 9005 - Lecturer
 9006 - Graduate Research Professor
 9007 - Distinguished Service Professor
 9009 - Eminent Scholar
 9053 - University Librarian
 9054 - Associate University Librarian
 9055 - Assistant University Librarian
 9056 - Instructor Librarian
 9120 - Associate in
 9121 - Assistant in
 9126 - Program Director
 9160 - Scholar/Scientist/Engineer (Research Professor)
 9161 - Associate Scholar/Scientist/Engineer (Research Associate Professor)
 9162 - Assistant Scholar/Scientist/Engineer (Research Assistant Professor)
 9166 - Research Associate
 9178 - Instructional Specialist

And employees with the following Administrative Titles: Associate Chair (C2), Assistant Chair (C3).

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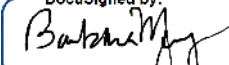
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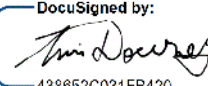
Page 36 of 69

EXCLUDED:

C1 - chairpersons, deans, associate deans, assistant deans, directors, and all administrators above them, all employees of the school of law, all employees of the College of Medicine, chairman of the faculty senate serving on the board of trustees, managerial and confidential employees, and all other employees of The Board of Trustees of the Florida International University.

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FIU-BOT
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BOT-UFF POLICY APPOINTMENT

Purpose: To establish policy and procedures governing appointment of applicants for new and vacant positions and employees

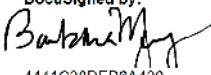
Policy:

- (1) **General Statement.** The University shall exercise its authority to determine the standards, qualifications, and criteria so as to fill appointment vacancies in the bargaining unit with the best possible candidates. In furtherance of this aim, the University shall: (a) advertise such appointment vacancies; (b) receive applications and screen candidates for such appointments, and make appointments consistent with such standards, qualifications, and criteria; and (c) commit to an effort to identify and seek qualified women and minority candidates for vacancies and new positions.

Procedures:

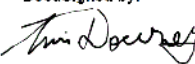
- (2) **Advertisement of Vacancies.** Bargaining unit vacancies shall be advertised throughout the University and other venues as determined by the dean/director. Employees of lower or equivalent ranks, employees who are spouses of employees, and employees who are local residents shall not, in the hiring process, be disadvantaged for that reason. All candidates for new and vacant positions shall be advised of the salaries of employees in the department/unit, or of salaries of University employees in the same job classification, as appropriate, prior to the negotiation of the candidate's initial salary. Prior to making the decision to hire a candidate to fill a bargaining unit vacancy, the appropriate administrator(s) shall consider recommendations that have resulted from the review of candidates by employees in the department.

- (3) **Initial Appointment.** Upon initial appointment, a bargaining unit employee shall be issued a letter of offer, signed by the dean/director, citing specific terms and conditions of employment and his or her initial assignment of responsibilities. The University may enclose informational addenda, except that such addenda may not abridge the employee's rights or benefits provided in the BOT-UFF Agreement or BOT- UFF Policies. All academic year appointments for employees at a University shall begin on the same date. Two weeks prior to the beginning of classes each semester, the University shall send to the UFF Chapter a list of bargaining unit

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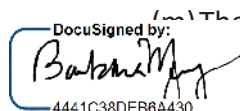
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employees hired since the beginning of the previous semester, showing name; rank or title; department, college, program or employment unit; salary; and principal place of employment (campus). The initial letter of offer shall contain the following elements:

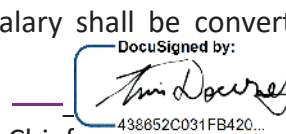
- (a) Date;
- (b) Rank and/or Title and bargaining unit appointment status;
- (c) Employment unit (e.g., department, college, institute, area, center, etc.);
- (d) The length of the appointment and starting date;
- (e) Special conditions of employment;
- (f) The duties and responsibilities of the employee;
- (g) A statement that the position is (1) tenured, (2) non-tenure earning, (3) tenure-earning (specifying prior service in another institution to be credited toward tenure), or (4) a fixed multi-year appointment;
- (h) A statement that the employee's acceptance of and/or signature on the letter of offer shall not be deemed a waiver of the right to process a grievance with respect thereto in compliance with the BOT-UFF Agreement or a complaint in compliance with the BOT-UFF Process for Neutral, Internal Resolution of Policy Disputes, as appropriate.
- (i) The following statement, if the appointment is not subject to the notice provisions of the BOT-UFF Policy on Non-reappointment: "Your employment under this appointment will cease on the date indicated. No further notice of cessation of employment is required.";
- (j) A statement that the appointment is subject to the Constitution and laws of the State of Florida and the United States, the rules of the Board and the University, and the BOT-UFF Agreement and BOT-UFF Policies;
- (k) Percent of full-time effort (FTE) assigned;
- (l) Total Salary rate and administrative salary supplement if appropriate, noting the biweekly rate of pay for the employment period;

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year salary, if applicable.

- (n) The statement: "The BOT-UFF Collective Bargaining Agreement prohibits discrimination against any employee based upon race, color, sex, religious creed, national origin, age, veteran status, disability, political affiliation, marital status, sexual orientation, gender identity or employee rights related to union activity as granted under Chapter 447, Florida Statutes. Claims of such discrimination by the Board or the University may be presented as grievances pursuant to the Grievance Procedure set forth in the BOT-UFF Collective Bargaining Agreement."
 - (o) A statement informing the employee of the obligation to report outside activity and conflict of interest under the provisions of the BOT-UFF Policy on Conflicts of Interest and Outside Activities; and
 - (p) Principal place of employment.
- (1) Annual Notice of Length of Appointment and Salary.** No later than the receipt date of the first paycheck of the employee's subsequent annual appointment and summer appointment, each employee shall receive written notice of the beginning and ending dates of that appointment and the salary rate at which the employee is to be paid during that appointment, including the number of pay periods during the appointment and the employee's biweekly rate of pay.

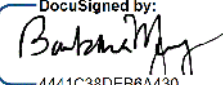
(2) Appointments.

(a) Change in Appointments.

If at any time during the employee's employment at FIU any change is proposed in any term or condition of the initial appointment contained in the letter of offer, reasonable advance written notice of each such proposed change must be provided to the employee. If the proposed change requires notice in accordance with the terms set forth in any applicable provision of the BOT-UFF Agreement or any applicable BOT-UFF Policy, the period required for reasonable advance notice shall be as set forth in the applicable Agreement or Policy.

(b) Summer Appointments.

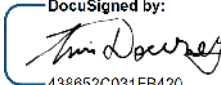
- (1) Available supplemental summer appointments shall be offered equitably and as appropriate to qualified employees, not later than five weeks prior to the beginning of the appointment, if practicable, in accordance with written criteria. The criteria shall be made available in each department/unit.

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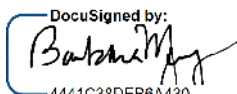
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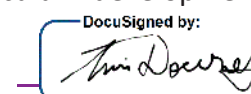
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- (2) Supplemental summer appointments shall be made in accordance with Section 1012.945, Florida Statutes (the "twelve-hour law").
- (3) Compensation. Compensation for summer employment shall be 12.5% of the employee's 9-month base salary for each course assigned, based on three (3) credit-hour courses. Compensation for courses of more or fewer than three credit hours shall be prorated.
- (4) The instructional FTE will ordinarily be that assigned to a course offered during the academic year which is the same or similar to that being offered in the summer. This academic year instructional assignment may not exceed .25 FTE for a 3-contact-hour course, except that contact hour equivalencies may be assigned for classroom instructional activities which involve unusual and significant requirements for classroom preparation, conduct of classes, student evaluation, etc. The academic year FTE will be increased during the supplemental summer appointment proportional to the shorter length of the summer terms. Contact hour equivalencies may be assigned in the summer for classroom instructional activities which involve unusual and significant requirements for class preparation, conduct of classes, student evaluation, etc. These assigned FTEs also will be proportionally greater in the summer than in the academic year in recognition of the shorter length of the summer terms.
- (5) The instructional FTE assignment described in 5(b)(4), above, does not include other credit-generating activities such as thesis/dissertation supervision, directed individual studies, supervised research/teaching, and supervision of student interns. These activities, as well as Research or Service activities, may be assigned by the University during the summer term as contact hour equivalents to teaching a course or as "Other FTE" but are not a part of the instructional FTE assignment described in 5(b)(4), need not be assigned in conjunction with the summer instructional assignment, and need not be allocated according to the same FTE equivalent as during the academic year. Any such reduction in FTE must, however, correspond to an appropriate reduction in assigned duties.
- (6) The instructional FTE assignment described in 5(b)(4) above shall include normal activities related to such an instructional assignment as defined by the department/unit and the nature of the course, such as office hours, course preparation, minor curriculum development, lectures, and grading.

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Page 41 of 69

In addition, during any summer term (A, B or C) in which an employee has a summer instructional appointment, the employee may be required to attend no more than two (2) hours of department/unit or university meetings required for collegial activities of particular urgency.

(c) Extra Compensation Appointments.

Extra compensation is defined as compensation for any duties (including work activities previously designated as overload) in excess of a full appointment (1.0 FTE). Available extra compensation appointments within the University shall be offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary acceptance or rejection and are subject to the applicable provisions of the Salary Article in the BOT-UFF Agreement, except that during the summer term only, duties and responsibilities assigned by the University to an employee for non-credit generating activities that do not exceed the available established FTE for the position may be compensated through OPS, not Salary. Prior approval for extra compensation activity must be obtained from the employee's immediate supervisor. Twelve-month employees who have been approved to perform extra compensation activity during the employee's normal working hours must use accrued vacation leave during the hours of the extra compensation activity.

(d) Visiting Appointments.

A "visiting" appointment is one made to a person having appropriate professional qualifications but not expected to be available for more than a limited period, or to a person in a position which the University does not expect to be available for more than a limited period. A visiting appointment may be offered in single or multi-year appointments not to exceed a total of four (4) consecutive years.

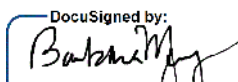
(e) Adjunct Appointments.

The use of adjuncts at a University shall, upon the request of the UFF be a subject of consultation under the provisions of the BOT-UFF Agreement.

(f) Fixed Multi-Year Appointments

(1) Two- to five-year multi-year appointments may be offered for the following:

- (a) Instructors, Senior Instructors, University Instructors, Lecturers, Senior Lecturers, and University Lecturers;
- (b) Assistant Teaching Professors, Associate Teaching Professors, and Teaching Professors;
- (c) Non-tenured or non-tenure earning Assistant Librarians, Associate

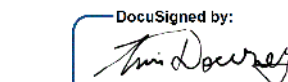
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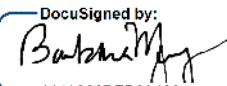
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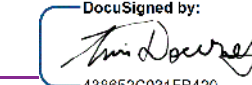
- Librarians, Librarians, Curators and Counselors/Advisors;
- (d) Scholars/Scientists, Research Associates, and Associate In/Assistant In _____;
- (e) Clinical Faculty;
- (f) Individuals who have officially retired from FIU and who are at least 55 years of age;
- (g) Tenured employees who decide to give up their tenured status to take advantage of whatever incentives might be offered by a fixed multi-year appointment;
- (h) Individuals who have held the rank of full professor for at least seven (7) years at an institution of higher education; and
- (i) Individuals with substantial, highly specialized professional experience who do not have terminal degrees that would qualify them for tenure-earning positions.
- (2) Employees holding such fixed multi-year appointments may be terminated early under the provisions of Article 8 Layoff and Recall and under the BOT-UFF Policy on Disciplinary Action.
- (3) Successive fixed multi-year appointments may be offered to eligible employees hired pursuant to Section 5(f)(1), above, as follows:
- (a) Criteria used to determine in which instances to offer successive appointments include consideration of the basis for the initial fixed multi-year appointment, evaluation of performance, professional growth, extent and currency of professional qualifications, contribution to the mission of the department or program, staffing needs, funding source alternatives, and continuing program considerations. Such criteria shall be in writing and available to all eligible employees.
- (b) The employee will be advised in the penultimate year of the appointment that to be considered for a successive fixed multi-year appointment, the employee must submit a request and written documentation pursuant to written procedures established by the University. The University shall notify the employee in writing of its decision to offer or not offer a successive appointment by the beginning of the final year of the employee's current appointment.

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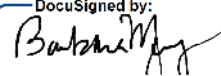
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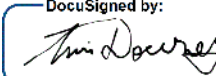
Reclassification of an Employee to a Non-Unit Classification. Employees shall be provided written notice at least thirty (30) days in advance, where practicable, with a copy to the UFF Chapter, when the University proposes to reclassify the employee to a classification which is not contained in the bargaining unit. The employee may request a review of such action consistent with the provisions of Section 15.6(b) and UFF Chapter may discuss such action pursuant to Article 2, Consultation.

Tentative Agreement

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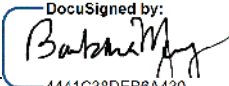
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BOT-UFF POLICY ASSIGNMENT OF RESPONSIBILITIES

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

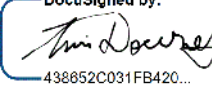
Policy:

- (1) **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 his/her supervisor.
- (2) **Annual Assignments.** Prior to the beginning of each year of employment, each employee shall be apprised in writing of his/her annual assignment of duties in teaching, research and other creative activities, public service, and of any other specific duties assigned for that year. Except for the initial assignment, the person responsible for making the assignment shall notify the employee prior to making the final written assignment. The assignment shall be communicated to employees no later than six (6) weeks in advance of its starting date, if practicable. Such assignment of responsibilities document shall be signed and dated by both the employee and the person responsible for making the assignment.
- (3) **Considerations in Assignment.**
 - (A) The employee shall be granted, upon written request, a conference with the person responsible for making the assignment to express concerns regarding:
 - (i) the needs of the program or department/unit;
 - (ii) the employee's qualifications and experiences, including professional growth and development and preferences;
 - (iii) the character of the assignment, including but not limited to the number of hours of instruction, the preparation required, whether the employee has taught the course in the past, the average number of students enrolled in the course in past semesters and the time required by the course, whether travel to another location is required, whether the development of

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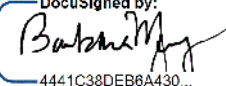
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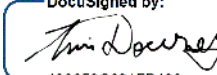
instructional technology, online or electronic courses is required, the number of preparations required, the employee's assignments in other semesters, the terms and conditions of a contract or grant from which the employee is compensated, the use of instructional technology, the availability and adequacy of materials and equipment, secretarial services, student assistants, and other support services needed to perform the assignments, and any changes which have been made in the assignment, including those which may have resulted from previous evaluations of the employee; and

- (iv) the opportunity to fulfill applicable criteria for tenure, promotion, successive fixed multi-year appointments, and merit salary increases.
 - (v) the assignment in the event that it includes the development of an online course, the time required to prepare the materials, the aptitude of the employee to deliver the online course and the support to be provided.
- (B) 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 higher level.
- (C) Although the Legislature has described the minimum full academic assignment in terms of twelve (12) contact hours of instruction or equivalent research/scholarship and service, the professional obligation undertaken by an employee will ordinarily be broader than that minimum. In making assignments, the University has the right to determine the types of duties and responsibilities that comprise the professional obligation and to determine the mix or relative proportion of effort an employee may be required to expend on the various components of the obligation. These assignments, including platform of delivery, -shall accord with the written policies and/or procedures developed by each department/unit and approved by the university ("Differential Assignment Policies Procedures") 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.
- (i) The proposed policies, or revisions thereof, shall be first reviewed at the College level by the Dean for consistency with College missions and goals and then reviewed by the Provost or designee to ensure that they are

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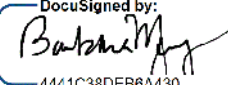
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consistent with the mission and goals of the University and that they comply with the BOT-UFF Agreement and all relevant University policies.

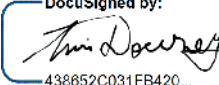
- (ii) If the Provost or designee determines that the recommended policies are not consistent with the missions and goals of the University, the BOT-UFF Agreement, or relevant University policies, the proposal shall be referred to the department/unit for revision with a written statement of reasons for non-approval. Upon final approval of the Provost or designee, the policies will become effective at the beginning of the next evaluation period unless otherwise agreed.
- (iii) All approved policies, and revisions thereof, shall be kept on file in the department/unit office and may be placed on the University website for access by employees and the UFF chapter. Upon request, employees in each department/unit shall be provided a copy of that department/unit's current policies for differential assignment.
- (D) The University properly has the obligation constantly to monitor and review the size and number of classes and other activities, to consolidate inappropriately small offerings, and to reduce inappropriately large classes.
- (E) No employee's assignment, including the platform of delivery, shall be imposed arbitrarily or unreasonably. If an employee believes that the assignment has been so imposed, the employee should proceed to address the matter through the expedited procedure contained in the Neutral, Internal Resolution of Policy Disputes process. Other claims of alleged violations of this Policy with respect to an employee's assignments are subject to the Neutral, Internal Resolution of Policy Disputes process.
- (F) Instructional Assignment. 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.
- (G) Change in Assignment. Should it become necessary to make changes in an employee's assignment, the person responsible for making the change shall notify the employee prior to making such change and shall specify such change in writing.

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(4) **Equitable Opportunity.** 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, and merit salary increases.

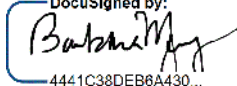
- (A) For the purpose of applying this principle to promotion, assignments shall be considered over the entire period since the original appointment or since the last promotion, not solely over the period of a single annual assignment. The period under consideration at this University shall not be less 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.
- (C) If it is determined that an employee was not provided an equitable opportunity for tenure, 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.

(5) **Summer Assignment.** The summer instructional assignment, like that for the academic year, includes normal activities related to such an assignment as defined by the department/unit and the nature of the course, such as office hours, course preparation, minor curriculum development, lectures, and grading.

When a summer instructional appointment immediately follows the academic year appointment, the employee may be assigned reasonable and necessary non-instructional duties related to the summer instructional appointment prior to the conclusion of the academic year appointment.

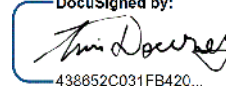
(6) **Place of Employment.**

- (A) **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. The employee shall be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such change. Voluntary changes and available new positions within the department shall be considered prior to involuntary changes.

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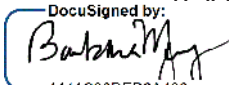
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- (B) Secondary. Each employee, where possible, shall be given at least ninety (90) days written notice of assignment to a secondary place of employment, more than fifteen (15) miles from the employee's principal place of employment. The employee shall 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.

- (7) **Teaching Schedule.** 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.

(8) Resources.

- (A) 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. Employees who prepare course materials for copying at least three (3) working days in advance shall be provided a reasonable number of photocopies at University expense. The provisions of this paragraph shall not be subject to Step 3 of the Neutral, Internal Resolution of Policy Disputes process.
- (B) 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 occupation of the space is not available within the agreed upon time, the University will provide monthly progress reports to the employee, department chair and Dean with expected availability dates. Employees will be provided at least six (6) months' notice of the need to vacate assigned research space. Tenure-earning employees will retain allocated research space for the first three (3) years of their employment unless another

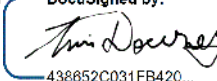
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location is mutually agreed upon.

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

(10) Instructional Technology.

- (A) Given the potential of continued growth and emphasis on courses utilizing instructional technology, it is recognized that special considerations in assignment may be necessary, including, but not limited to,

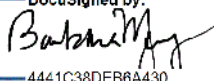
- (i) compensation enhancement and/or adjustment of assignment;
- (ii) availability of support services, including instructional design support;
- (iii) training and development; and
- (iv) necessary equipment.

(B) Online Courses.

- (i) Definition of an Online Course. For purposes of this Policy, a course is considered online when at least 80% of the class meetings that would be held for a standard classroom course are replaced by online activities. The parties recognize that employee effort spent in the development of online course materials and in providing online instruction may be greater than that associated with similar face-to-face courses and should be taken into consideration, as appropriate, in determining compensation and assignment.

- (ii) Faculty who are assigned an online course shall receive University support in creating and facilitating that course. For the purpose of this subsection only, "University support" shall mean: No employee shall be required to teach a course as an online course, nor shall an employee be excluded from teaching a course that he or she is otherwise qualified to teach because he or she does not agree to teach the course as an online course unless the course is only offered online.

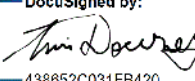
- a. Access to and use of readily available technology (i.e. laptops, video/audio recording) and information technology support
- b. FIU Online instructional designer basic support (i.e. syllabus and assignment formatting, LMS navigation) Basic FIU Online instructional design services (i.e. Course design and pedagogical

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- consultation, best practice recommendations, capacity building, course formatting and maintenance support)
- c. Access to FIU Online training and development opportunities
- d. Any support related to structural course requirements as determined by the Board of Governors, Board of Trustees, or relevant accrediting agencies

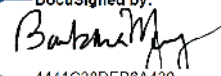
(iii) For purposes of this subsection only, the term “appreciable University support” shall mean the use of special services (such as ~~the FIU online instructional design services beyond the basic FIU online instructional design services described above in 10.b.ii.), equipment, or facilities provided by the University beyond those outlined in 10.B.ii. for the preparation of online course materials. No faculty member shall be compelled to use appreciable university support in their online instruction, and all faculty must positively affirm their use of appreciable support~~

a. Online Course Rights and Releases Without Extra Compensation or Course Release.

Employees who develop or substantially revise instructional materials for an online course without extra compensation, course release ~~or without appreciable University support the use of FIU online instructional design services provided by the University~~ maintain full ownership of those online courses. Employees who develop or substantially revise instructional materials for an online course without extra compensation or course release, but with appreciable University support ~~the use of FIU online instructional design services provided by the University~~ maintain full ownership of those online courses, but grants FIU a limited three-year non-exclusive license to allow others to use such course materials to teach an online section of the same course.

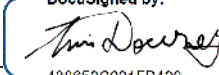
b. Online Course Rights and Releases With Extra Compensation or Course Release

Employees who develop or substantially revise instructional materials for an online course with extra compensation, either a three-credit-hour course release or compensation of \$500 per credit hour at the discretion of the Supervisor, maintain ownership of the instructional content of the online course, but FIU maintains ownership of the technical design of the online course and has a

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limited non-exclusive license to allow others the use of some or all of such course materials to teach an online section of the same course for a period of three (3) years.

c. Use of Online Instructional Materials

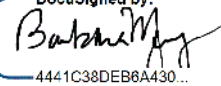
Except for the use permitted in paragraph 10 of the BOT-UFF Policy on the Assignment of Responsibilities, no employee teaching an online course shall be required as a condition of teaching that course to allow the copying, distribution, public performance or display of the employee's instructional materials or the creation of derivative works based on the employee's instructional materials. FIU shall use reasonable efforts to prevent the unauthorized copying, distribution, performance or display of the employee's instructional materials or the creation of derivative works based on the employee's instructional materials through such means as password protection of access to online courses and technologies that prevent downloading or the retransmission of instructional materials without authorization under this Article or the employee's express consent.

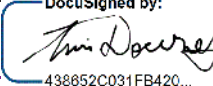
d. Compensation for Online Course Development

Employees who develop or substantially revise instructional materials for an online course without extra compensation, course release, or without appreciable University support ~~the use of FIU online instructional design services provided by the University~~ and has another individual use substantially all of such materials in a course, will be paid \$500 for each time a section of the course is offered up to a maximum of \$5,000 per course during the three year limited non-exclusive license period.

(iv) Assignment percentages and compensation set forth in this paragraph are based on a three-credit-hour course. Assignment percentages and compensation for courses of fewer or more than three credit hours shall be prorated.

(v) The parties recognize the need in certain limited circumstances to video capture lectures for the educational benefit of students. Reasonable efforts will be made at the time of annual/semester assignment to accommodate employees who do not wish to have lectures or discussions recorded. If an employee teaches courses in a room

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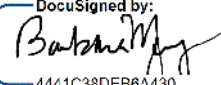
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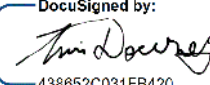
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Page 52 of 69

equipped for recording of class lectures and discussions, the University will make reasonable efforts to insure that the recording of the lecture or discussion does not interfere with classroom instruction. Such efforts will include insuring that equipment used for recording is unobtrusive and maintained in good working order and that students in the classroom are informed in advance by the University that lectures and discussions will be recorded and distributed online. No one who is not enrolled in the section(s) being recorded will be granted access to recorded lectures and discussions in that class except as approved by the employee. The University shall make reasonable efforts to insure that recorded lectures cannot be downloaded for further distribution. Following the final examination date published by the University for that Class Section, all student access to recorded lectures and discussions will be blocked and all recordings will be erased unless the employee requests a copy for his or her own use. Such recordings shall not be used to evaluate an employee's teaching unless the employee elects to submit such recordings as part of the annual evaluation process. Notwithstanding the recording or distribution of class lectures or discussion pursuant to this paragraph, the copyright in such instructional material shall remain the property of the employee. Whether or not lectures and discussions are recorded and made available to students online, the employee shall have academic freedom to determine grades, including whether attendance and participation will be a factor in students' grades.

- (11) When an employee is assigned to teach a face-to-face, a hybrid course, or an online as an overload assignment, being a course for credit in addition to their full regular assignment, the compensation for the overload assignment will be a minimum of \$1,000.00 per credit hour for the course.

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**BOT-UFF
POLICY ON NON-REAPPOINTMENT**

(1) No Property Right. No appointment shall create any right, interest, or expectancy in any other appointment beyond its specific terms, except as provided in Article 8.2 and Article 9 of the BOT-UFF Collective Bargaining Agreement.

(2) Notice.

(a) All employees, except those described in (b)(i) and (c) below are entitled to the following written notice that they will not be offered further appointment:

(i) For employees in their first two (2) years of continuous University service, one semester (or its equivalent, 19.5 weeks, for employees appointed for more than an academic year);

(ii) For employees with two (2) or more years of continuous University service one year; or

(iii) For non-tenure track faculty members who are not on a fixed multi-year or visiting appointment the non-reappointment process will be the following.

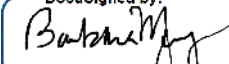
(a) Probation. If a non-tenure track faculty member receives an "Unsatisfactory" overall rating on their Annual Evaluation, they will be placed on a Continued Employment Probation. A Performance Improvement Plan (PIP) shall be required during the Continued Employment Probation period.

(i) The PIP will be developed by the faculty member's supervisor in concert with the faculty member and will be communicated in writing.

(a) The PIP will address deficiency that caused the overall "Unsatisfactory" rating and identify specific performance goals for the following year that, if met, will result in at least a "Satisfactory" overall rating on the faculty member's subsequent Annual Evaluation.

(b) The PIP will provide specific performance goals agreed to by the faculty member, the chair and the dean.

(c) The PIP must be developed and agreed to in writing by both the faculty member and department chair no later than 30 days prior to the start of the contract period in which the Continued Employment Probation will occur.

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(d) The PIP will require at least two periodic meetings between the faculty member and the department chair to review the faculty member's progress. Written appraisals of the progress will be produced by the department chair and shared with the faculty member and dean.

(ii) In the first Annual Performance Evaluation under the Continued Employment Probation period, the department chair will review the faculty member's progress in meeting the performance goals agreed to in the PIP. If the performance goals have been met, the Probation will be lifted and the faculty member restored to a normal faculty contract. No additional penalties will attach to the faculty member's appointment as a result of the probationary term.

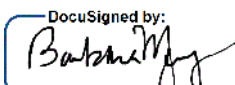
(b) Non-Reappointment. Notice of non-reappointment may be given to non-tenure track faculty members in accordance with (2)(a)(i) and (ii) above only after: 1) the faculty member has been placed on Continued Employment Probation for a year; and 2) over the course of a year of evaluation and consultation, the faculty member on Continued Employment Probation has not met the agreed upon goals of the Performance Improvement Plan; and 3) the faculty member has received a second consecutive "Unsatisfactory" overall rating on their Annual Evaluation or three "Unsatisfactory" overall ratings on their Annual Evaluations over a consecutive five-year period.

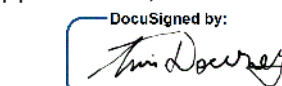
(iii) For employees who are on "soft money" e.g., contracts and grants, sponsored research funds, and grants and donations trust funds, who had five (5) or more years of continuous University service as of June 30, 1991, one year.

(iv) The provision of notice under this section does not provide rights to a summer appointment beyond those provided in "Summer Appointments" section of the BOT-UFF Policy on Appointments.

(b) Employees who are on "soft money," e.g., contracts and grants, sponsored research funds, and grants and donations trust funds, except those described in Section (2)(a)(iii), above, are entitled to the following written notice that they will not be offered further appointment:

(i) For employees in their first five (5) years of continuous University service, no notice need be provided and the statement in (d), below, shall be included in their letter of offer or notice of change in appointment; or

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(ii) For employees with five (5) or more years of continuous University service, ninety (90) days' notice shall be provided contingent upon funds being available in the contract or grant.

(c) Employees who are appointed for less than one (1) academic year, who are appointed to a visiting appointment, who are appointed to a fixed multi- year appointment and employees employed in an auxiliary entity, are not entitled to notice that they will not be offered further appointment, and the statement in (d), below, shall be included in their letter of offer or notice of change in appointment.

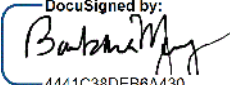
(d) Employees described in (b)(i) and (c), above, shall have the following statement included in their letter of offer or appointment:

Your employment under this letter of offer or appointment will cease on the date indicated. No further notice of cessation of employment is required.

(e) An employee who is entitled to written notice of non-reappointment in accordance with the provisions of Section (2) who receives written notice that the employee will not be offered further appointment shall be entitled, upon written request within twenty (20) days following receipt of such notice, to a written statement of the basis for the decision not to reappoint. Thereafter, the President or designee shall provide such statement within twenty (20) days following receipt of such request. All such notices and statements are to be sent by certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained.

(3) Complaints Regarding Non-Reappointment. The decision to not reappoint is not subject to the BOT-UFF Policy on Neutral, Internal Resolution of Policy Disputes , or the contractual grievance process except that an employee who receives written notice of non-reappointment may contest the decision, pursuant to the Neutral, Internal Resolution of Policy Disputes process because of an alleged violation of a specific term of a BOT-UFF Policy or pursuant to the contractual grievance process because of an alleged violation of the BOT-UFF Agreement or because of an alleged violation of the employee's constitutional rights. Such complaints or grievances must be filed within thirty (30) days of receipt of the statement of the basis for the decision not to reappoint pursuant to Section (2)(e) or receipt of the notice of non-reappointment if no statement is requested.

(4) Non-Reappointment Considerations. If the decision not to reappoint was based solely upon adverse financial circumstances, reallocation of resources, reorganization of degree or curriculum offerings or requirements, reorganization of academic or administrative structures, programs, or functions, and/or curtailment or abolition of one or more programs or functions, the University shall take the following actions:

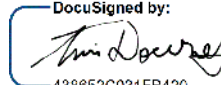
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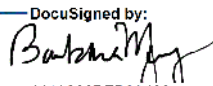
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a. Make a reasonable effort to locate appropriate alternative or equivalent employment within the University; and

b. Offer such employee, who is not otherwise employed in an equivalent full-time position, re-employment in the same or similar position at the University for a period of two years following the initial notice of non-reappointment, should an opportunity for such re-employment arise. All persons on the recall list shall regularly be sent the FIU position vacancy announcements. For this purpose, it shall be the employee's responsibility to keep the Division of Human Resources advised of the employee's current address. Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of the offer, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made. In the event such offer of re-employment is not accepted, the employee shall receive no further consideration pursuant to this Policy.

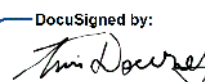
(5) Resignation. An employee who wishes to resign has the professional obligation, when possible, to provide the University with at least one semester's notice. Upon resignation, all consideration for tenure and reappointment shall cease.

(6) Notice Document. Notice of appointment and non-reappointment shall not be contained in the same document.

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BOT-UFF POLICY PROMOTIONS

Purpose:

To provide academic units and employees with guidelines to be used in making promotion decisions.

Policy:

In order to be considered for promotion, an employee shall meet the qualifications for initial appointment to the proposed rank and successful performance at the level of the qualifications corresponding to that rank.

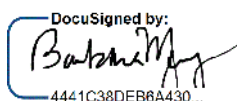
Promotion decisions are not merely a totaling of an employee's annual performance evaluations. Rather, the University, through its faculty, librarians, professional employees, and administrators, assesses the employee's potential for growth and scholarly contribution as well as past meritorious performance.

Procedures:

(1) Eligibility: Employees classified as Instructor, Lecturer, Senior Instructor, Senior Lecturer, Instructor Librarian, Assistant University Librarian, Associate University Librarian, Assistant Teaching Professor, Associate Teaching Professor, Assistant Scholar/Scientist/Engineer (Research Assistant Professor), Associate Scholar/Scientist/Engineer (Research Associate Professor), Assistant Professor, Associate Professor, Research Associate, Senior Research Associate, Instructional Specialist, and Senior Instructional Specialist shall be eligible to apply for promotion. Employees appointed with the modifiers "Clinical" or "Professional Practice" shall be eligible for promotion. Employees appointed with the modifier "Visiting" shall not be eligible for promotion.

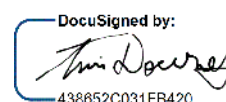
(2) Annual Promotion Appraisals. Upon annual written request, beginning with the second year of employment, employees' eligible for promotion shall be apprised of their progress toward promotion. The promotion appraisal shall be included as a separate component of the annual evaluation and is intended to provide assistance and counseling to candidates to help them to qualify themselves for promotion. The employee may request, in writing, a meeting with an administrator at the next highest level to discuss concerns regarding the promotion appraisal that were not resolved in discussions with the employee's supervisor. The promotion appraisals shall not be the sole basis for a decision concerning the employee's application for promotion.

(3) Promotion Criteria and Procedures.

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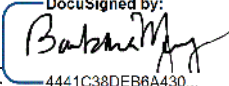
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Each college/school and/or department/unit, as its faculty deem appropriate, subject to the approval of the Dean/Director and Provost, shall adopt its own promotion criteria and procedures, consistent with University-wide criteria and procedures, and reflecting the particular mission and disciplinary requirements specific to the academic unit. Policies on the promotion process must include a poll by secret ballot of the members of the employee's department/unit concerning the employee's promotion application, in accordance with criteria for voting set out by the employee's department/unit. Such criteria and procedures, as appropriate to the academic unit, shall provide for promotion to Senior Lecturer, Senior Instructor, University Lecturer, University Instructor, Associate Teaching Professor, Teaching Professor, Assistant University Librarian, Associate University Librarian, University Librarian, Associate Scholar/Scientist/Engineer (Research Associate Professor), Scholar/Scientist/Engineer (Research Professor), Associate Professor, Professor, Research Associate, Senior Research Associate, Instructional Specialist, and Senior Instructional Specialist. In the event that through the University's Strategic Planning process there is a recommendation different than the process defined in this policy, the parties agree to renegotiate this policy without the use of a reopener.

(a) Any proposal to develop or modify promotion criteria or procedures shall be available for discussion and a vote by members of the affected departments/units before adoption. Promotion decisions shall be a result of meritorious performance and shall be based upon established criteria and procedures specified in writing by the University. Promotion criteria and procedures shall be available in the departmental/unit office and/or at the college/unit level online. The University may modify promotion criteria or procedures so long as the UFF Chapter has been notified of the proposed changes and offered an opportunity to discuss such changes in consultation with the Provost or designee. Changes in promotion criteria or procedures shall not become effective until one (1) year following adoption of the changes, unless mutually agreed to in writing by the UFF Chapter President and the Provost. The date of adoption shall be the date on which the changes are approved by the Provost.

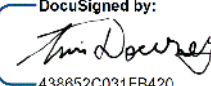
(b) In the matter of promotion to Senior Lecturer, Senior Instructor, University Lecturer and University Instructor, Associate Teaching Professor, and Teaching Professor, the Provost, in accordance with the university governance process and subject to consultation with UFF, shall determine the criteria and procedures. All faculty in the instructor ranks before September 2020 shall be laterally reclassified to an equivalent teaching professor rank. When a lateral reclassification occurs and there is no break in service, time in the Instructor rank shall count towards promotion. In no case will a faculty member be reclassified to an equivalently higher rank without going through the promotion process.

(c) The Promotion File. Prior to the consideration of the employee's promotion, the employee shall have the right to review the contents of the promotion file and may attach a brief response to any material therein. However, each department/unit shall decide by a democratic vote of the tenured and tenure-earning employees and according to that

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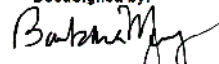
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Page 59 of 69

department's/unit's procedures, whether the candidates in its area will have access to the external reviewers' letters. A change in the policy by a new vote shall not become effective until one (1) year following the new vote, unless the employee chooses to have the access to the external letters be subject to the newly adopted policy. It is the responsibility of the employee to see that the file is complete and contains no material misrepresentation by the employee. If any material is added to the promotion file after the commencement of consideration, a copy shall be sent to the employee within five (5) days (by personal delivery or by mail, return receipt requested). The employee may attach a brief response within five (5) days of his/her receipt of the added material. The file shall not be forwarded until the employee either submits a response or the second five (5) day period expires, whichever occurs first.

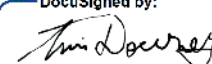
(d) The promotion file shall include a copy of applicable promotion criteria, the employee's annual assignments, annual evaluations, and the employee's promotion appraisal(s). The only documents that may be considered in making a promotion recommendation are those contained or referenced in the promotion file.

(4) Notice of Award or Denial of Promotion. The University President shall decide whether to award promotion and shall notify the employee in writing of his or her decision within ten (10) days of that decision. Upon written request by an employee within twenty (20) days of the employee's receipt of such decision, the University shall provide the employee with a written statement of the reasons why the promotion was denied. Should an employee elect not to request such a written statement of reasons, the date of the act or omission giving rise to a complaint concerning the denial of promotion shall be deemed to be seven (7) days from the date of the employee's receipt of notice that a promotion shall not be awarded. Should an employee request such a written statement of reasons, the date of the act or omission giving rise to any complaint concerning denial of a promotion shall be deemed the date of the employee's receipt of a written statement of reasons why promotion was not awarded.

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THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Governance Committee

June 16, 2020

**Subject: Amendments to Employment Agreement for President Mark B. Rosenberg,
for 2021-2022 Term**

Proposed Committee Action:

Recommend to the Florida International University Board of Trustees (the “BOT”) (i) approval of amendments to the employment agreement for President Mark B. Rosenberg for the 2021-2022 Term, as described in the attached Term Sheet, and (ii) authorize the Chair of the BOT to execute, on behalf of the BOT, a contract document with language carrying forward the current contract provisions as amended per the Term Sheet.

Background Information:

Florida Board of Governors’ (the “BOG”) Regulation 1.001(5)(a), University Board of Trustees Powers and Duties, provides that: “Each board of trustees shall provide for the establishment of the personnel program for all the employees of the university, including the president, which may include but is not limited to: compensation and other conditions of employment....”

BOG Regulation 1.001(5)(c) provides, in relevant part, that “Renewals of presidential employment contracts shall be subject to confirmation by the Board of Governors and shall be limited to one-year terms.”

Florida Statute 1001.706(6)(a) provides that the BOG shall confirm the presidential selection and reappointment by a university board of trustees as a means of acknowledging that system cooperation is expected.

Section 3.3 of the current Employment Agreement, as amended, between the Board of Trustees and President Rosenberg provides for any contract extension to be formalized in an agreement no later than October 1, 2020.

Upon the BOT’s approval, BOG approval of the re-appointment of President Rosenberg will be sought; currently, it is contemplated to be on the BOG’s agenda for an upcoming meeting likely to be in July.

Supporting Documentation: Term Sheet

Facilitator/Presenter: Claudia Puig

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Florida International University
One Year Extension to Employment Agreement
For President Mark B. Rosenberg
Current Term: 2020-2021
Proposed Extension Term: 2021-2022

Description:		Proposed Terms
Term of Contract		<u>Change</u> . One year extension of the term, from August 3, 2021 to August 3, 2022 ("Term").
Compensation:		
Annual Base Salary		<u>Unchanged</u> . Base salary is fixed at \$502,578.63 since October 2013 and includes opportunity for potential increases determined in discretion of Board (no automatic increases).
Annual Incentive Bonus		<u>Unchanged</u> . Potential performance bonus amount up to \$150,000 per contract year. Special criteria for bonus consideration (separate from regular annual performance evaluation goals). President Rosenberg must remain in position at time of award except for any award for the final year of the Term which shall be paid no later than June 15, 2022 (following consideration by the BOT of the Accountability Plan under the Board of Governors timeline and process).
Benefits/Expenses:		
Annual Retirement Supplement		<u>Unchanged</u> . Payment of \$80,000 annually as a retirement supplement, no later than each December 31st, provided that President Rosenberg continues in employment as President in good standing as of December 15th immediately prior to the time scheduled for each annual payment.
All Other Miscellaneous Monetary Benefits		<u>Unchanged</u> . Includes car allowance, club membership initiation fee, premiums for long-term care insurance or other insurance, physical exams, relocation expenses.
Retention Bonus		<u>Unchanged</u> . Retention bonus of \$50,000 will be earned as of August 3, 2021. This retention bonus payment is conditioned on President Rosenberg being employed as President in good standing on the date earned.

Provisions Upon Expiration of Term as President:	
One-Year Research Leave Upon Expiration of Term at President Pay Level; Earned as of August 3, 2019, subject to conditions.	<u>Unchanged.</u> The current contract provides for a one-year research leave at the then-current annual President salary level at the expiration of the original term (i.e., August 3, 2019). The one year research leave is considered earned as of August 3, 2019, even if the contract terminates prior to the expiration of the Term (i.e., August 3, 2022), as long as President Rosenberg has remained in good standing through to the effective date of termination.
Benefits Following Research Leave	<u>Unchanged.</u> Faculty position considered earned as of August 3, 2019, even if the contract terminates prior to the expiration of the Term (August 3, 2022), as long as President Rosenberg has remained in good standing through to the effective date of termination. For the 3 years following research leave, if faculty duties under 12-month faculty appointment maintained, (i) annual base salary shall be at 75% of the last annual President base salary level, (ii) eligible for \$30,000 annual research stipend, (iii) provided support of a .75 FTE staff assistant within the salary range of other FIU staff assistants, (iv) receives "University Professor" title, and (v) teaching load reduced. After this 3 year period, if President Rosenberg wishes to continue his faculty appointment, the Board Chair in consultation with the applicable Dean shall determine his salary and stipend following negotiation with President Rosenberg in an effort to seek mutual agreement.
Post-presidency Office Space with Computer, Phone and Current Furniture Specified	<u>Unchanged.</u> President Rosenberg will be assigned Office 623B in the Green Library for use during his research leave and duration of his tenure at FIU, so long as he remains in good standing with the University, as determined by the Board Chair, and subject to events of force majeure, renovations to the office or building and other similar causes that require the office space to be temporarily or permanently unavailable. If the office space becomes temporarily or permanently unavailable, reasonably similar alternative office space will be provided in the same or nearby building on the same campus.
President Emeritus Title	<u>Unchanged.</u> Upon termination of his service as President, President Rosenberg shall be entitled to receive the title of President Emeritus. The Board will consider a resolution to grant President Emeritus status upon termination of the Term or reasonably soon thereafter.
Other:	
Severance Pay	<u>Unchanged.</u> Unchanged from current contracts with FIU and FIU Foundation.
Future Extensions	<u>Change.</u> Date by which President Rosenberg and Chair meet to discuss interest in extension changed to June 30, 2021 from June 30, 2020; if extended, date for finalization of formal agreement will be October 1, 2021 in lieu of October 1, 2020. This is consistent with current contract.

Approval Process and Execution of Amended Contract	<u>Unchanged.</u> Agreement on all terms is conditioned upon obtaining FIU Board approval of terms, FIU Foundation approval of its funding obligation, and approval of the extension by the Board of Governors, and upon mutual execution of a contract document consistent with this Term Sheet.
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**THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Governance Committee**

June 16, 2020

Subject: University President's Incentive Goals Outcomes, 2020 Reporting Year (2018-19 Academic Year)

Proposed Committee Action:

Review the outcomes relating to the President's Incentive Goals for the 2020 reporting year (2018-19 academic year) and award, at its discretion, incentive compensation up to \$150,000 in accordance with the President's employment agreement, as amended.

Background Information:

President Mark B. Rosenberg will report on the progress made towards meeting the Incentive Goals delineated for the 2020 reporting year (2018-19 academic year).

The Fifth Amendment to the President's employment agreement states:

2. Timing Adjustments to Evaluation Cycle & Award of Incentive Compensation.

(b) Any annual incentive compensation awarded pursuant to Section 4.3 shall be paid to Dr. Rosenberg no later than fourteen (14) days following the date on which it is awarded by the Board, provided Dr. Rosenberg remains President on the date of such award except for any award for the final full academic year in the Term which shall be paid no later than June 15 in the year after the last year of the Term.

The Sixth Amendment to the President's employment agreement states:

Incentive Compensation. Section 4.3 of the Agreement is amended to provide that the potential incentive compensation awardable to Dr. Rosenberg in the 2019-20 academic year and thereafter shall be up to \$150,000.00.

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 the employees of the university, including the president, which may include but is not limited to: compensation and other conditions of employment.

Supporting Documentation: President's Incentive Goals Outcomes, 2020 reporting year (2018-19 academic year)

Key Achievements: FIU Accountability Plan 2020

Facilitator/Presenter: Claudia Puig

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University and President's Performance Goals and Results, 2020 Reporting Year
Self-Evaluation Scorecard

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OBJECTIVE			Not Achieved	Partially Achieved	Achieved	Exceeded	Far Exceeded	2019 Reporting Year Actuals	2020 Reporting Year Goals	2020 Reporting Year Actuals
PRESIDENTIAL INCENTIVE GOALS										
1	Number of doctoral degrees awarded					Academic Year		2017-18	2018-19	2018-19
	The number of doctoral degrees awarded increased by 29				✓			404	438	433
2	Utility patents awarded [over three calendar years]					Reporting Term		2016-18	2017-19	2017-19
	Total patents produced increased by 45					✓		126	166	171
3	Total research expenditures					Fiscal Year		2017-18	2018-19	2018-19
	Total research expenditures increased by \$30M to \$226M					✓		\$196M	\$205M	\$226M
4	Strategic Plan Annual Gifts					Fiscal Year		2017-18	2018-19	2018-19
	Annual fundraising toward capital campaign totaled \$67.3M					✓		\$56.4M	\$65M	\$67.3M
5	Significant events or milestones of major impact to the University (i.e. other major FIU development, community and engagement initiatives, workplace culture enhancement, national academic engagement)									
	See attached Key Achievements from 2020 Accountability Plan									

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

FIU's rankings continue to improve. Forty-one programs at FIU are ranked in the top 50 *U.S. News & World Report* including the School of Social Work, College of Law, College of Engineering and Computing, the Nicole Wertheim College of Nursing and Health Sciences and the undergraduate international business program.

The Professional Science Master's in Forensic Science is ranked 4th overall and 1st in Real World Training in the Best Online Masters in Forensic Science Programs rankings for 2019.

The Chronicle of Higher Education named FIU a "Great College to Work For®" FIU has now been recognized five times - four years in a row with honor roll designation and has been recognized in all 12 categories twice.

FIU has earned designation as an Innovation and Economic Prosperity University by the Association of Public and Land-grant Universities (APLU). FIU is among the top universities in the world leading the way in innovation, as ranked by the National Academy of Inventors, and FIU is ranked No. 15 in the nation among public universities and No. 33 globally in patents.

The Chaplin School of Hospitality & Tourism Management ranked No. 12 among public U.S. universities in the world by the 2019 QS World University Rankings, and No. 39 worldwide.

FIU increased its lead as the top school for bar passage in Florida. In February and July 2019, 94.4% of FIU first-time takers passed the bar, 6.7 points above the second place school and 20.4 points above the state average.

The U.S. Department of Education awarded FIU Business over \$1M to establish a Center for International Business Education and Research (CIBER).

Herbert Wertheim College of Medicine students matched into some of the most prestigious residency programs in the nation including Mayo Clinic, UCLA, Georgetown, Vanderbilt, and Emory. Of the 119 FIU students who entered the match, 47% will remain in Florida, 47% will complete residencies in primary care specialties, and 27% will continue their residency training in South Florida.

Law professor Charles C. Jalloh joins the roster of 61 Fulbright scholars and specialists at FIU who have taught, researched, provided service, or a combination thereof, at universities, NGOs and other entities across the globe. Jalloh spent six months as Fulbright Distinguished Chair at the Lund University Faculty of Law and the Raoul Wallenberg Institute in Lund, Sweden.

FIU's Department of Emergency Management received accreditation from the Emergency Management Accreditation Program (EMAP). Only six other state universities have earned the recognition from EMAP.

FIU received \$1.49M from the National Science Foundation to transform how calculus is taught. The new curriculum will be available to all students taking Calculus by Fall 2021.

Robert Stempel College of Public Health & Social Work Professor Kim Tieu and his team received a \$6.6M NIH grant to study how brain cells die in Parkinson's disease and to develop effective drug therapies for Parkinson's. Another team led by Dean Tomas Guilarte, received a \$2.31M grant from NIH to continue their cutting-edge research on brain inflammation with a goal of developing novel treatments for brain injury.

FIU's Institute of Environment received \$425,000 from the EPA to continue monitoring and improving water quality in the Florida Keys and across South Florida. The project has been ongoing for 25 years and includes water sampling from Biscayne Bay, Florida Bay, Ten Thousand Islands, the Florida Keys and even Bermuda.

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THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
Governance Committee

June 16, 2020

Subject: University President's Incentive Goals, 2022 Reporting Year (2020-21 Academic Year)

Proposed Committee Action:

Adopt the University President's Incentive Goals for the 2022 reporting year (2020-21 academic year).

Background information:

The University President's Incentive Goals are directed towards achieving FIU *Next Horizon 2025* Strategic Plan goals and initiatives. Each FIU *Next Horizon 2025* performance indicator aligns with one or more of the accountability metrics, namely Board of Governors performance and preeminence metrics and national rankings metrics.

Section 4.3 of the President's employment agreement states, in relevant part, that:

Annual goals and objectives related to incentive compensation shall be developed by Board in consultation with Dr. Rosenberg, and they shall be stated separately from the regular annual performance evaluation goals and objectives, whether or not any such goals and objectives overlap.

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 the employees of the university, including the president, which may include but is not limited to: compensation and other conditions of employment.

Supporting Documentation: President's Incentive Goals, Academic Year 2020-21 / Reporting Year 2022

Facilitator/Presenter: Mark B. Rosenberg

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**President's Incentive Goals
Academic Year 2020-21 / Reporting Year 2022**

OBJECTIVE		2020 Reporting Year Actuals ³	2021 Reporting Year Goals ³	2022 Reporting Year Proposed Goals ³
Next Horizon 2025 Strategic Plan	1 FTIC 2-year retention rate (GPA>2.0) ^{1, 2}			
	2 FTIC 6-year graduation rate ²			
	3 FTIC 4-year graduation rate ¹	42.8%	43%	46%
	4 AA transfer 4-year graduation rate			
	5 Bachelor's degrees without excess hours			
	6 Bachelor's graduates employed (\$25K+) or enrolled			
	7 Bachelor's degrees in strategic areas			
	8 Graduate degrees in strategic areas			
	9 Average cost to student / net tuition			
	10 Median wages of bachelor's employed			
	11 Number of postdoctoral appointees ¹			
	12 Research doctoral degrees per year			
	13 Total doctoral degrees per year ^{1, 4}			
	14 FIU tech startups			
	15 Patents produced (over three calendar years) ¹			
	16 Licenses or options executed per year ⁴	6	10	7
	17 Philanthropy - overall endowment (millions) ¹			
	18 Philanthropy - annual dollars raised (millions) ⁴	\$67.3M	\$71M	\$79M
	19 Auxiliary revenue per year			
	20 Auxiliary income			
	21 Total research expenditures ¹	\$226M	\$230M	\$236M
	22 Non-medical science and engineering expenditures ¹			
	23 Science and engineering expenditures ⁴			
	24 Industry related research and development expenditures			
	25 Disciplines top 100 in research expenditures ¹			
	26 Disciplines top 50 in research expenditures			
	27 FIU members of national academies (including NAI) ¹			
	28 Alumni giving annually (%) ²			
	29 Top 50 public university rankings ¹			
Additional Indicators	30 Maintain the university's ranking among the top five of SUS institutions in regards to performance funding metrics ⁴			
	31 Significant events or milestones of major impact to the University (i.e. other major FIU development, community and engagement initiatives, workplace culture enhancement, national academic engagement) ⁴	---	---	---

Footnotes:

1. Standard associated with Florida's Preeminent State Research Universities Program
2. Standard associated with U.S. News & World Report's best colleges rankings
3. Figures derived from the university's 2020 Accountability Plan to the Board of Governors and/or the Office of Analysis & Information Management
4. Included in incentive goals adopted by the Board of Trustees for the 2019-20 academic year

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