



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

Wednesday, June 6, 2018  
12:00 p.m. *approximate start time*  
Florida International University  
Modesto A. Maidique Campus  
Graham Center Ballrooms

**Committee Membership:**

Claudia Puig, *Board Chair*; Cesar L. Alvarez; Jose J. Armas; Leonard Boord; Gerald C. Grant, Jr.;  
Justo L. Pozo

**AGENDA**

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|---|--------------|
| 1. Call to Order and Chair's Remarks            | Claudia Puig |
| 2. Action Item                                  |              |
| G1. University President's Employment Agreement | Claudia Puig |
| 3. New Business <i>(If Any)</i>                 | Claudia Puig |
| 4. Concluding Remarks and Adjournment           | Claudia Puig |

*Next Governance Committee Meeting is scheduled for Wednesday, September 5, 2018*

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**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES  
Governance Committee**

June 6, 2018

**Subject: Amendments to Employment Agreement for President Mark B. Rosenberg,  
for 2019-2020 Term**

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**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 2019-2020 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.

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**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, 2018.

Upon the BOT’s approval, FIU Foundation approval of its funding obligations will be obtained. Additionally, Board of Governors’ approval of the re-appointment of President Rosenberg will be sought; currently it is contemplated to be on the BOG’s June meeting agenda.

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**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: 2014-2019**  
**Proposed Extension Term: 2019-2020<sup>1</sup>**

Description	Proposed Terms
Term of Contract	One year extension of the term, from August 3, 2019 to August 3, 2020 ("Term").
<b>Compensation:</b>	
Annual Base Salary	Unchanged. 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	Unchanged. Up to \$100,000 per academic 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, 2021 (following consideration by the BOT of the Accountability Plan under the new Board of Governors timeline and process).
<b>Benefits/Expenses:</b>	
Annual Retirement Supplement	Unchanged. Payment of \$80,000 annually as a retirement supplement, no later than each December 31, provided that President Rosenberg continues in employment as President in good standing as of December 15 immediately prior to the time scheduled for each annual payment.
All Other Monetary Benefits During Term	Unchanged. Includes car allowance, club membership initiation fee, premiums for long-term care insurance or other insurance, physical exams, relocation expenses.
Retention Bonus	Unchanged. President Rosenberg will receive payment of the \$100,000 retention bonus in current contract on August 3, 2019 (expiration of original term), provided that President Rosenberg is employed as President in good standing on that date. No retention bonus in this extension term (i.e., 2019-2020).
<b>Provisions Upon Expiration of Term as President:</b>	
One-Year Research Leave Upon Expiration of Term at President Pay Level; Providing for	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). Under the extension contract, this one-year research will be considered earned as of August 3, 2019, even if the contract terminates prior to the end of the Term

<sup>1</sup> Updated 6/1/18

<b>Description</b>	<b>Proposed Terms</b>
Benefits To Be Earned As of Expiration of Current Term (August 3, 2019), subject to conditions.	(August 3, 2020), as long as President Rosenberg has remained in good standing through to the effective date of termination. Otherwise, consistent with current contract.
Added Benefits During The Three Years Following Research Leave	Under the extension contract, the current \$25,000 annual research stipend will increase to \$30,000 and provide for President Rosenberg to receive the support of a .75 FTE staff assistant within the salary range of other FIU staff assistants. Otherwise unchanged. Current contract provides that if President Rosenberg returns to the faculty at the end of research leave and assumes and maintains his faculty duties under a 12-month faculty appointment, for the first three years of such appointment: (a) his annual base salary shall be at 75% of the last annual President base salary level and (b) he shall be eligible for a \$25,000 annual research stipend. After three years, 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.
Faculty Position Following Research Leave; Providing for Benefits To Be Earned As of Expiration of Current Term (August 3, 2019), subject to conditions; Adding Benefits	Under the extension contract, this faculty position will be considered earned as of August 3, 2019, even if the contract terminates prior to the end of the Term (August 3, 2020), as long as President Rosenberg has remained in good standing through to the effective date of termination. Also, President Rosenberg’s existing obligation to teach two courses will be specified to be one course in the fall and one course in the spring, to be on subjects of his choice and it may be coupled with periodic lectures, mentoring and research related to his expertise in higher education management and Latin American affairs. President Rosenberg will be provided the title “University Professor” upon concluding his service as President. Finally, the current \$25,000 annual research stipend will increase to \$30,000. Otherwise unchanged.  Under the current contract, following conclusion of full term as President on August 3, 2019, and before September 30, 2019: (a) the Board Chair in consultation with President Rosenberg and the applicable Dean shall determine what duties President Rosenberg will have if he returns as a faculty member at end of research leave; the expectation is that in light of his sustained long time contributions in several positions over the years, and his ability to contribute to fundraising and outreach, that his teaching load will be a two course teaching assignment (less than the regular teaching load) and that his service (including fundraising/outreach) and research activities will compensate for that reduction, and (b) President Rosenberg will confirm in writing to the Chair whether he will return to a faculty position at the end of research leave.

<b>Description</b>	<b>Proposed Terms</b>
Post-presidency Office Space with Computer, Phone and Current Furniture Specified	New term to be added to the contract specifying that President Rosenberg will be assigned Office 623B in the Green Library for use during his research sabbatical 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.
Annual Physical Exam Expenses	New term to be added to the contract providing for President Rosenberg to receive up to \$5,000 per year as a reimbursement for uninsured costs of a comprehensive annual physical exam upon completion of the Term and upon completion of the one-year research leave. This benefit is currently provided annually during the Term.
President Emeritus Title	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.
<b>Other:</b>	
Severance Pay	Unchanged from current contracts with FIU and FIU Foundation.
Future Extensions	President Rosenberg and Chair to meet by June 30, 2019 to discuss interest in extension; if extended, a formal agreement to be finalized by October 1, 2019. This is consistent with current contract.
Adjustment to Evaluation Cycle	The timetable for the annual evaluation process will be adjusted to account for Board of Governors' changes in work plan and accountability report processes. Otherwise unchanged.
Approval Process and Execution of Amended Contract	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 with language carrying forward current contract provisions as amended per terms set forth in this Term Sheet.
President's Termination Notice Requirement for Termination Without Cause Lengthened	The notice period for any termination without cause by President Rosenberg is increased to at least 120 days prior to any termination from 30 days.

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