



FLORIDA POLYTECHNIC  
UNIVERSITY

## Governance Committee Meeting

Wednesday, May 20, 2020, 10:15-10:45 AM

*Or upon conclusion of the Audit & Compliance Committee meeting*

Florida Polytechnic University  
TELE-CONFERENCE MEETING

Dial In Number: 415-655-0001 | Access Code: 618 932 538#

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Rear Admiral Philip Dur, Chair  
Cliff Otto

Dr. Louis Saco, Vice Chair  
Bob Stork

Frank Martin  
Henry McCance

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### AGENDA

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|--|--------------------------------|
| I. Call to Order   | Rear Admiral Philip Dur, Chair |
| II. Roll Call  | Michele Rush                   |
| III. Public Comment  | Rear Admiral Philip Dur, Chair |
| IV. <a href="#">Approval of the February 25, 2020 Minutes</a><br>*Action Required*     | Rear Admiral Philip Dur, Chair |
| V. <a href="#">Slate of Officers for 2020-2022</a><br>*Action Required*                | Rear Admiral Philip Dur, Chair |
| VI. <a href="#">Renewal of President's Employment for 2020-21</a><br>*Action Required* | Rear Admiral Philip Dur, Chair |
| VII. <a href="#">President's Employment Agreement</a><br>*Action Required*             | Rear Admiral Philip Dur, Chair |
| VIII. <a href="#">President's Goals 2020-21</a><br>*Action Required*                   | Dr. Randy K. Avent, President  |
| IX. Closing Remarks and Adjournment  | Rear Admiral Philip Dur, Chair |

Florida Polytechnic University  
Board of Trustees

**Governance Committee Meeting**

**DRAFT MEETING MINUTES**

Tuesday, February 25, 2020  
2:45 PM – 3:45 PM

Florida Polytechnic University - Student Development Center  
4700 Research Way, Lakeland, FL 33805

I. Call to Order

Committee Chair Dur called the Governance Committee meeting to order at 2:45 p.m.

II. Roll Call

Kristen Wharton called the roll: Committee Chair Philip Dur, Vice Chair Louis Saco, Trustee Frank Martin, Trustee Henry McCance, Trustee Cliff Otto, and Trustee Bob Stork were present (Quorum).

Other Trustees present: Chair Don Wilson

Staff present: Ms. Gina Delulio, Mr. David Brunell, Mrs. Melaine Schmiz, and Mrs. Kris Wharton

III. Public Comment

There were no requests received for public comment.

IV. Approval of Minutes

**Vice Chair Louis Saco made a motion to approve the December 10, 2019 minutes. Trustee Henry McCance seconded the motion; a vote was taken, and the motion passed unanimously.**

V. 2018-20 Governance Committee Work Plan Review

Ms. Gina Delulio reviewed changes to the Committee Work Plan which will result in the evaluation process taking place after completion of the fiscal year. This will allow for additional time to collect relevant data.

Chair Philip Dur further explained that the proposed changes to the President's employment agreement will also be available for discussion in early May. During the May meeting, the Committee will use a report on the President's year-to-date accomplishments to make a recommendation on renewal of the President's employment agreement for July 2020-July 2021 only.

**Trustee Henry McCance made a motion to approve 2018-20 Governance Work Plan with changes as discussed. Vice Chair Louis Saco seconded the motion; a vote was taken, and the motion passed unanimously.**

VI. Nominations for Chair and Vice Chair

The Board of Trustees Chair and Vice Chair two-year terms will expire August 1, 2020. The Governance Committee discussed the process for making nominations to the board for the office of Chair and Vice Chair in preparation for the election that will take place at the May meeting.

Ms. Delulio explained the process used in the past and the committee discussed the qualities the Chair and Vice Chair should have as well as the time commitment required for the positions.

Chair Dur instructed the General Counsel to send out an email to all trustees eligible to serve as officers in order to allow them to express their interest and willingness to be considered in the nomination process. Ms. Delulio will report the responses at the next committee meeting. The Committee will then discuss those names and recommend nominees to the full board.

VII. Proposed Revisions to the President's Employment Agreement

On February 26, 2019 the Board of Trustees approved an amendment to the President's Employment Agreement ("Agreement") with a term ending July 7, 2020. In preparation for the next renewal term, the Governance Committee discussed the proposed revisions to the original Agreement.

One of the changes was related to the performance compensation (bonus).

Discussion ensued of the evaluation criteria. Using the new criteria (Not Achieved, Partially Achieved, Achieved, Exceeded and Far Exceeded), the Committee proposed amending the language under section 5.3.1 as follows:

1. Add the word "Achieved" in the second sentence, after "an overall evaluation of....or higher", which relates to the Twenty Percent (20%) bonus.
2. Add the language after the second sentence of "If the President receives an overall evaluation of "Exceeded" or higher from the Board in his annual evaluation, the amount may be up to Thirty Percent (30%)."

The President's Employment Agreement will be revised as discussed and forwarded to the Committee members for review. If the Committee would like to have a conference call prior to the May meeting, they are to contact Ms. Delulio.

Final recommendations on the Agreement and on the renewal of Agreement will take place at the May meeting.

VIII. Regulation FPU-1.01 Service of Process

Mr. David Brunell presented an overview of the regulation.

Florida Statutes and the Board's bylaws require that service of process related to lawsuits against the University or its board of trustees, officers, directors or employees serving in their official capacities must be made on the Office of the General Counsel when the Board Chair is not present. However,

process servers have recently attempted to make service on various other departments at the J.D. Alexander Campus instead of serving the documents at the Office of the General Counsel, which is located at Poly South. By adopting a regulation which provides specific notice of the requirement and information necessary to assist process servers in complying with the requirement (such as the physical address and the mailing address of the Office of the General Counsel) the institution hopes to ensure the administration has immediate notice of lawsuits and the General Counsel has adequate time to respond to each lawsuit.

The Notice of Proposed Regulation was published on the University's website on January 23, 2020. No comments were received during the review and comment period.

**Trustee Henry McCance made a motion to recommend approval of Regulation FPU-1.01 Service of Process to the Board of Trustees. Vice Chair Louis Saco seconded the motion; a vote was taken, and the motion passed unanimously.**

IX. Closing Remarks and Adjournment

With no further comments, the meeting adjourned at 3:53 p.m.

Florida Polytechnic University  
Governance Committee  
Board of Trustees  
May 20, 2020

**Subject: Slate of Officers for 2020-2022**

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**Proposed Action**

Recommend to the Board of Trustees, a slate of the nominees for Board Chair and Vice-Chair for the term of August 1, 2020 through July 31, 2022.

**Background Information**

Pursuant to Section 4.2 of the Fourth Amended and Restated Bylaws of the Florida Polytechnic University Board of Trustees adopted September 11, 2019:

The Board shall elect the Chair and Vice-Chair from the appointed members of the Board at its last regular meeting prior to August 1 upon recommendation of the Governance Committee; the Chair and the Vice-Chair shall each serve for a two-year term to begin on August 1. The Chair and the Vice-Chair shall be eligible for reselection for one additional consecutive term by vote of the Board, after which they may not be an officer for two years before being eligible for selection again.

At the Governance Committee's request, the General Counsel sent an email asking the trustees who were eligible to serve as chair or vice-chair to reply and indicate their interest in being considered for the offices. The General Counsel will report on the responses of those willing to be considered for the offices.

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**Supporting Documentation:** None

**Prepared by:** Gina DeLulio, VP and General Counsel

**Florida Polytechnic University  
Governance Committee  
Board of Trustees  
May 20, 2020**

**Subject: Renewal of President's Employment for 2020-21**

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**Proposed Action**

Make a recommendation to the Board of Trustees on the Renewal of the President's Employment for 2020-21.

**Background Information**

The President's Employment Agreement is set to expire on July 7, 2020. The Board needs to decide whether to renew the President's employment for an additional year so that the appropriate information can be provided to the Board of Governors for its approval prior to the expiration of the agreement.

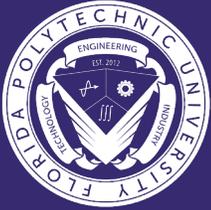
Pursuant to the President's employment agreement and the Board of Trustees Policy, the President is evaluated on an annual basis. The timeline for the annual review of the President has been revised so that the review takes place after the end of the fiscal year at a time when the relevant data is available, so the annual review for the 2019-20 fiscal year will take place in the fall, as well as the related decisions on the President's compensation.

The President has prepared an interim report on progress made on the Operational Plan for 2019-20 to inform the Board's decision on renewing the President's employment. The report was provided to the Board at the last meeting and the updated report (updates indicated in red text) has been provided to the Chair and Governance Committee Chair and is included in the supporting documentation.

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**Supporting Documentation:** Assessment Plan 2019-20, Interim Report to the Board of Trustees on Operational Goals

**Prepared by:** Gina DeLulio, VP and General Counsel

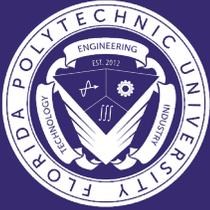


# **ASSESSMENT PLAN 2019-20**

## **FLORIDA POLYTECHNIC UNIVERSITY**

Interim Report  
to the Board of Trustees  
on Operational Goals

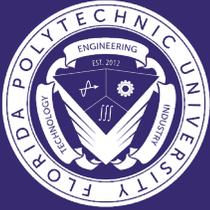
Randy K. Avent  
May 2020



2019-20	Peer Group	SUS Average	2020-2021
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Degree Alignment				
% of Bachelors' Graduates Enrolled or Employed (\$25,000+)	75%		72%	78%
Median Wages of Bachelors' Graduates Employed Full-time	\$50,000		\$41,200	\$51,500
% of Bachelors' Degrees Awarded within Programs of Strategic Emphasis	100%	78%	51.37%	100%
% of Graduate Degrees Awarded within Programs of Strategic Emphasis	100%	74%	61.20%	100%
Student Success				
% Academic Progress Rate (GPA>2.0)	72%	81%	82%	(74%) 80%*
4-year FTIC Graduation Rate	37%	32%	41%	(40%) 39%*
6-year FTIC Graduation Rate (FT and PT students)	47%	62%	76%	(58%) 54%*
Time to Degree for FTICs in 120 hr. programs	4.7		4.2	4.6
% Baccalaureate Degrees without Excess Hours	95%		75%	(>75%) 80%*
Freshmen in Top 10% of HS Class	22%			23
Economic Development				
Bachelors' Degrees Awarded (First Majors Only)	320			320
Graduate Degrees Awarded (First Majors Only)	18			22
Total Research Expenditures (\$ in thousands)	\$750			\$1,000
% of Research Expenditures Funded from External Sources	69%			81%
Affordability				
Average Cost to Students (120 hours)	\$9.5K	\$21.9K	\$13.9K	(<\$14K) \$9K*
% University Access Rate (UG with Pell grant)	30%	24%	38%	(30) 29*

\*(PREVIOUS GOAL) NEW, APPROVED 2020-2021 ACCOUNTABILITY REPORT GOAL



# BOARD OF TRUSTEES Operational Goals Progress Report

## OPERATIONAL GOALS 2019-2020

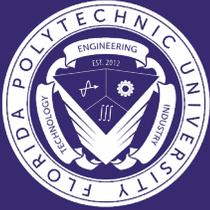
### (DEGREE ALIGNMENT) BUILD PROMINENT PROGRAMS IN HIGH-PAYING INDUSTRIES

**Goal 1:** Enroll a high-quality and diverse incoming class (Numbers as of 4/8/2020)

1. **Despite a national decline in higher education enrollment for the eighth consecutive year, our freshman applications are up 29%: Graduate applications are also up significantly. We have admitted 31 to date, compared to 15 last year at this time; however, most are international and will not be able to obtain visas in time for the fall.**
  - a. *We overhauled our admissions strategy and operations.*
  - b. *We designed and developed new recruitment publications and digital strategy around email, text, YouTube, and Instagram.*
  - c. *We revamped our campus visit program to better connect cutting-edge technology, social and economic relevance to the student and make the campus look less sterile and more alive.*
  - d. *We purchased a national high school guidance counselor list and developed a drip campaign that feeds them content marketing based on their interests in STEM.*
  - e. *We launched a state and national awareness campaign for guidance counselors and calculus teachers that discussed STEM applications and allowed them to directly nominate students for scholarships.*
  - f. *We significantly updated our financial aid operations, so our process is cleaner and more professional. With that, we saw an 85% increase in FAFSA applications that allow us to package financial aid information for students earlier.*
  - g. ***Five Fulbright Graduate Students applied to FL Poly grad program.***
2. **Our academic quality has improved on all measures: SAT scores are up for admitted freshmen by 34 points to 1334, ACT is flat, and our admitted applicant core GPAs are up 0.20 points to 4.15.**
  - a. *We built new micro-targeted lead generation strategies that created “templates” of desired students and targeted them at key times.*
  - b. *We built a separate undergraduate recruitment microsite for those students.*
  - c. *We developed three scholars’ programs – Provost, Alexander and Presidential – and built “segmented campaign sprints” to fill them with exceptional candidates.*
  - d. *We completed 30 STEM-Tech days addressing more than 1,000 students from highly ranked Florida high school AP calculus and physics classes.*
3. **Our transfer applications are up 23% with the average GPA increasing from 3.0 to 3.38.**
  - a. *We designed and developed new recruitment brochures that included a website and email campaign.*
  - b. *We identified five state colleges and focused on building relationships with their calculus faculty.*



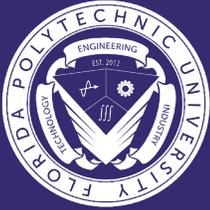




6. Converted 100% of courses from face-to-face to remote delivery over a 3-day period.
  - a. *Started pre-planning two-weeks prior in anticipation of worst-case scenario, included phases that started with recording in-class lectures, deployed upon return from spring break (March 9<sup>th</sup>).*
  - b. *Director of Teaching and Learning (DTL) developed extensive “Resources for Teaching Remotely” and “Remote Learning Resources for Students” in Canvas (the Learning Management System) to support faculty and students in the transition.*
  - c. *DTL and Instructional Designer supported faculty in updating courses and tests and working with faculty to learn key technologies to collaborate and communicate with students in real-time and in other ways for the remainder of the term.*
  - d. *Academic Departments (faculty) developed minimum standards and methods for ensuring course content and requirements were appropriately transitioned online and quality and quantity of content was not lost.*
  - e. *Acquired online test proctoring software to ensure integrity of remote delivery of exams (an expectation of all online courses).*
    - i. *Provide instructions, support, and hands-on testing guidance for faculty to ensure exams are set up and proctored properly*
    - ii. *Organized student remote learning support team led by Director of Educational Outreach to provide live support for students prior to and during testing time.*
7. Academic Affairs (faculty and administration) collaborated to develop a one-time change to University Grading Policy to recognize the difficult challenges students are facing—personal, technological, educational—that provides pathways for successfully completing the term and making progress towards their degree while preserving academic quality.
8. Expanded instructional technology availability and use to faculty, staff, and students to rapidly deliver content and interaction among all campus constituents.
9. Contracted with two external agencies to explore new ways of delivering online courses as pilot studies (Bisk and Outlier). Bisk modules being delivered in part now, and both will be delivered alongside our own efforts this summer to learn from and mine for opportunities to enhance our own delivery quality and methodologies.

**Goal 4:** Grow the number of academic programs in strategic disciplines

1. We implemented three new degree programs in fall 2019 to bring our total undergraduate offerings to nine degree programs. Work this year has focused on operationalizing these programs so they can grant degrees.
  - a. *Engineering Physics – 5 enrolled*
  - b. *Environmental Engineering – 4 enrolled*
  - c. *Engineering Mathematics – 2 enrolled*



2. We created one strategic concentration that built on the Advanced Mobility Institute mission for Fall 2020: *Autonomous and Electric Vehicles (Computer and Electrical Engineering)*. We also added concentrations in *Aerospace and Mechanical Systems (Mechanical Engineering)*, *Autonomous Systems (Computer Science)* and *Autonomous Robotic Systems (Computer Engineering)*.
3. We have one new bachelors' program in process for Fall 2021: *Bachelor of Science in Cyber-Security Engineering*.

**Goal 5:** Mature and grow the graduate program

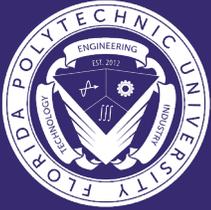
**Note:** The legislature granted us \$500K last year to mature and grow our graduate program and the Governor vetoed that funding, thereby significantly curtailing this effort.

1. We grew the graduate program by 52% from fall 2018 (headcount 33 to 50) to last year.
  - a. *We formalized the curricular structure for both master's degrees and expanded them to include tracks in ME, CE, EE and Engineering Management; and Data Science and Computer Science.*
2. We launched a Robotics track in the M.S. in Engineering program as a strongly interdisciplinary degree with elements from Electrical and Computer Engineering, Computer Science and Mechanical Engineering.
  - a. *We continue to explore new degree programs for future implementation.*
3. We explored limited distance learning (online and hybrid) delivery for courses in Engineering Management track (MS Engineering) and Data Science track (MS Computer Science).

### **(STUDENT SUCCESS) PREPARE STUDENTS FOR A LIFETIME OF SUCCESS**

**Goal 6:** Help students achieve academic goals

1. Student Success is critical to the student experience, and we increased student access to success professionals by 33% in 2019-2020.
  - a. *Hired a leader for Student Success and Retention*
  - b. *Developed a Student Success destination on campus where the Success Coaches are readily available*
  - c. *All Fall 2019 new Florida Poly students were assigned to a specific Success Coach*
  - d. *Provided faculty with a reporting system for students of concern to be reported directly to Success Coaches via Canvas*
  - e. *Developed a Canvas course for remote registration advising*



2. An Academic Improvement Program was piloted in Summer 2019 and implemented in Fall 2019. Of those students actively engaged in the Fall 2019 Program, 84% had improved their academic standing at the end of the semester.
3. Adding to established campus experiences organized through Registered Student Organizations, Student Government and Presidential Ambassador programming, campus opportunities to engage and learn increased by 20% with the addition of new student-focused workshop series.
  - a. *Student-focused workshop series added to campus include co-curricular leadership endorsement, hard topics series, academic motivation workshops and pizza with the Provost.*
  - b. *Club Row was held in Fall and Spring to allow students to connect and join campus clubs.*
  - c. *Student access to outdoor activities increased by 20% with the addition of a new interactive outdoor area for students on campus (Oak Grove). This outdoor area joined other outdoor activity areas on campus (Pool, Soccer Fields, Volleyball/Basketball area and Campus Pathways).*
  - d. *Developed a Virtual Student Union to encourage students to stay connected and engaged with the campus while learning remotely.*
4. To build soft skills and business acumen we provided three learning opportunities for students.
  - a. *We hosted 6 Innovation Speaker Series to expose students to successful leaders, innovators and entrepreneurs.*
  - b. *We offered guest lectures on How to Give the Perfect Pitch to 5 classes and our entire senior capstone program.*
  - c. *We offered an ENACTUS club for students interested in learning about and pursuing social entrepreneurship ideas.*

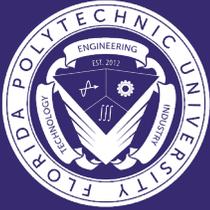
**Goal 7:** Build essential skills in communication, leadership, design and business

**Goal 8:** Embed projects in a sustainable manner to enhance professional development

**Goal 9:** Support students through work experience programs and career opportunities

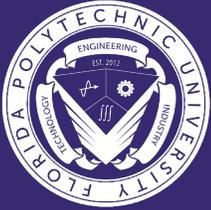
1. *We increased the number of students who attended the Spring 2019 Career Fair by 66%, exposing them to over 150 employers through career-related events and correspondents, and we provided students with 15,000 STEM job opportunities specific to the state of Florida.*
  - a. *Collaborated with the colleges and universities in Polk County to leverage our employee relationships.*
  - b. *Coordinated strategic programming for professional development.*
  - c. *Incorporated an additional Career Fair in the Fall semester to increase student exposure to job opportunities.*
2. We helped 200 freshmen with their career planning and professional goals.
  - a. *A "Resume Desk" was added to the Commons, providing for 24 additional career development support hours on campus each week.*





original path, now their focus is on modeling, simulation and documentation. We expect to pick these projects back up in the Fall and complete them on an accelerated timeline (using Super Capstone and off sequence students).

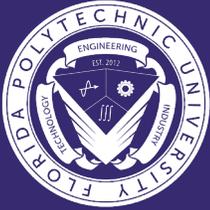
6. We created an entrepreneurship certificate with four courses & a total enrollment of 58 students in 2019-2020 FY.
  - a. *We offered ENT2112, Entrepreneurship Opportunity Analysis in Fall 2019 and Spring 2020 with a total enrollment of 58 students.*
7. We offered consultations to 80 students interested in commercialization and entrepreneurial competitions where students won over \$55,000+ in prize money to date.
  - a. *We hosted an eMerge Americas Pitch Night to give our students exposure to business style presentations on our campus.*
  - b. *We offer coaching sessions for students to participate in various state and local entrepreneurial competitions. This has resulted in our student entrepreneurs winning over \$6,000 in 2019-2020 FY, and over \$55,000 in total prize money from 2016-present.*
  - c. *We offered entrepreneurial consultations to 80 students who have an idea or project with interest in commercialization of some kind in 2019-2020 FY.*
8. In partnership with Walt Disney World, we began offering a series of eight executive education courses to industry executives from Latin American countries.
  - a. *Offered a pilot strategic planning course to 43 Latin American business executives in conjunction with Walt Disney World's executive training program for Latin America.*
  - b. *Walt Disney World added Florida Poly to its website as a partner in its Latin American executive training program.*
  - c. *Program served as a pilot for Florida Poly to offer several programs for industry executives as a financially self-supporting continuing education center.*
9. We are working to develop a highly innovative and differentiated Executive Leadership program. The program builds on the Disney course and will focus on Technology, Leadership and Governance elements and integrates our progress in International outreach with significant elements within the state of Florida.
10. In mid-March we were contacted by the Nicholson Center (training and teaching arm of AdventHealth) about helping them produce the [PRUSAPRINT.ORG](https://www.prusaprint.org) RC3 face shield components. As of April 13 we had delivered nearly 1,400 sets of face shield components and we continue to deliver around 100-125 sets per day. Maintenance is ongoing to revive and to keep as many of our 3D printers running as possible. Additionally, we also signed an MOU with the City of Auburndale and have delivered 150 sets of face shield components to them.
11. Also in March, we were contacted by Steve Scruggs on behalf of Wesley Beck and Advanced Concept Innovations (ACI) Inc about machining components for them. ACI is building equipment to manufacture N95 masks at the rate of 3-5M units per week.



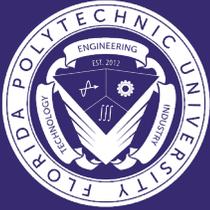
12. In mid-April we were again contacted by ACI about laser cutting nosepiece assembly guides. After a brief struggle again with our equipment, we were able to deliver over 200 sets of the assembly guides to ACI.
13. Consistent with these efforts, we have been working with BRPH (engineering/architectural firm out of Melbourne, FL) on an Agile Manufacturing Center as the primary research center of our manufacturing technology vertical. This center would include technology around Industry 4.0, agile and modular manufacturing, and integrated testing.

**Goal 11:** Conduct applied research to strengthen University impact

1. We increased the number of proposals by 21%, the total number of new awards by 22%, the total dollar amount of new awards by 122% and the percentage of funds from external sources by 21%.
2. We established the Health System Engineering (HSE) organizational leadership and defined its strategy.
  - a. *Recruited a director (Spring 2019) and are recruiting a program manager and a post-doc (Spring 2020).*
  - b. *Established an advisory board with a broad representation of sectors and expertise within healthcare.*
  - c. *Defined the HSE Center's mission, vision and goals in alignment with Poly's institutional mission goals.*
  - d. *Met with various healthcare organizations within the region including LRH, AdventHealth and BayCare among others and defined projects for students and faculty.*
3. We successfully launched several research programs in HSE and are more aggressively promoting our research efforts within Poly and with external healthcare leaders.
  - a. *Eleven faculty members that represent all STEM disciplines have been meeting regularly to exchange ideas and define opportunities for collaboration in research and for extramural funding.*
  - b. *HSE's Data Science Business Analytics (DSBA) faculty cohort in collaboration with Lakeland Regional Health has formalized research threat on Social Determinants of Health (SDoH)*
  - c. *We are partnering and have received IRB approval from AdventHealth to proceed with research study titled: Fitness Awareness in Young Adults.*
  - d. *We have three ongoing HSE related capstone projects led by HSE faculty.*
  - e. *We secured a **\$600K NSF grant** – Florida Poly's largest federal grant to date – to create a novel pedagogical approach for STEM ethics training through internships in an industrial setting, including healthcare environments.*



4. We increased the outside funding of FIPR by signing a 3-year \$876K agreement with Critical Materials Corporation with focus on Lithium & Rare Earths production, and we also increased our external laboratory services by 80%.
5. We refocused FIPR to grow new research missions that are more relevant and urgent
  - a. *Revamped and revitalized research focus of institute - identified four specific areas which provide assistance to industry for process improvement, address compelling environmental challenges, and serve to develop new supply chains of vital national security concerns. These areas include Water Processing, Phospho-Gypsum stacks, Phosphatic Clay, and Minerals Processing/Rare Earths.*
  - b. *Collaborating with Mosaic in securing an EPA exception to utilizing Phospho-gypsum in commercial products, as well as working on a solution to clean up process water. These are two of the biggest challenges in the phosphate mining industry.*
  - c. *Packed Column Jig project well underway to improve minerals processing which will dramatically change mining landscape. This is a FIPR self-funded project that will provide an IP revenue stream, and potential technology sales.*
6. We grew the Advanced Mobility Institute and have reorganized its operations and focused its research efforts.
  - a. *Dr. Arman Sargolzaei has officially been named the new Director of the Institute and will be responsible for its operations and research mission.*
  - b. *Dr. Rahul Razdan will continue with the Institute and will oversee industry and government interactions, provide guidance on strategic directions, and build the simulation infrastructure.*
  - c. *The primary research thrusts have focused on four issues: (1) edge-case detection and accelerated learning; (2) ElectroMagnetic Interference (EMI) in sensing and communications; (3) language of driving; and (4) transportation optimization.*
7. We started a weekly research seminar series to build the research mission of the Advanced Mobility Institute with a focus on applied research. We offered an internal seed funding opportunity with a budget of \$200K and received 13 proposals from our faculty. Proposals are under review.
  - a. We won a \$350K NSF Major Research Instrumentation (MRI) award for the testing and verification of AV and have submitted another proposal to the Department of Homeland Security for \$500K.
  - b. We published one journal paper and have 8 conference papers either accepted or published.
8. We strengthened our brand and impact in the Validation and Verification (V&V) of Autonomous Systems (AV) by publishing in major venues and building strategic alliances with key organizations.
  - a. *We have 6 conference and one major transaction paper, as well as two SAE Edge Reports and 9 contributing articles on Transportation for Forbes.*

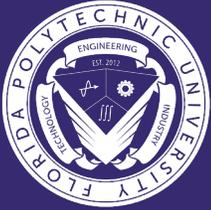


- b. We built major partnerships with Embry-Riddle and Taltech and have several collaborations/touch points with UF, USF, UCF and IHMC.*
  - c. We plan to host two major AV Conferences at Florida Poly this coming year and are interacting with Standardization groups for SAE and IEEE on V&V.*
  - d. We have numerous industry connection points including Mathworks, National Instruments, Cadence, Analog Devices, Nvidia, Beep, Jacksonville Transportation Authority (JTA), TUV-SUD, SunTrax and ACM.*
9. We continue to work with SunTrax as they rebuild their efforts after organizational difficulties these past two years.
  - a. Met with new leadership and continue to discuss the importance of our collaboration to the success of SunTrax.*
  - b. In discussion with the new DOT secretary and the CEO of Florida Turnpike on the creation of a MS course in Transportation Technology to help them retain their mid-career engineering and technical management personnel.*
  - c. The contract for the Operation and Maintenance of SunTrax is now underway: The construction of the in-field AV test grounds is also now underway.*

**Goal 12:** Develop extended campus to support University growth

1. In an effort to support campus operations, and increase utility efficiencies, the University has entered into an agreement that brings reclaimed/redundant water lines to campus, affording us 100% redundancy in potable and grey water.
  - a. Negotiated an agreement with the City of Auburndale, partnering with SWFWMD, that allows the University to use reclaimed water with no utility fees for 50 years.*
  - b. Hired a design consultant to design systems to support the use of reclaimed water for irrigation and chilled water make up.*
  - c. Coordinated with the City of Lakeland to bring a redundant interconnect water supply from the City of Auburndale, to afford the University a backup source of water.*
  - d. Hired a design consultant to review the projected campus growth and outfit the chiller plant to maintain redundancy with the addition of the Applied Research Center (ARC).*
2. Initiated/completed a study to finalize the programming of the ARC to support 100% of the current academic research mission/growth projection through 2026.
  - a. Analyzed the deployment of space in the IST to deploy efficiencies, and determine shortfalls, to support the Applied Research Center Program.*
  - b. Programmed the Applied Research Center to support academic program growth and overcome facility shortfalls of the current academic facilities.*
  - c. Began construction on the Applied Research Center.*
3. Initiated/completed a plan to leverage outdoor spaces on campus, to support and encourage interaction of students, faculty, and staff campus wide increasing useable space by 5%.
  - a. Designed and installed sidewalks to provide easier access to the South end of campus.*
  - b. Designed an interactive outdoor campus model to maximize the use of outdoor spaces.*

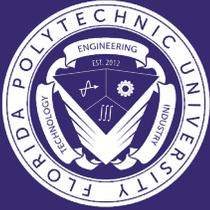




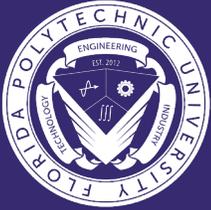
4. We successfully negotiated to take over Residential Life in October 2019, resulting in a 100% increase in University efforts to create a strong user experience in the residence hall.
  - a. *We hired an Assistant Director of Residential Life and Resident Assistants.*
  - b. *In January we conducted an extensive Residential Assistant training to ensure the campus safety net was fully established.*

**Goal 14:** Concentrate spending on academic programs

1. The COVID-19 crisis presented near-term challenges to us as a campus.
  - a. *We assembled an Emergency Management Team early in the process that met regularly throughout the crisis to make decisions that affected both students and employees.*
  - b. *We followed BOG guidance in creating a 2-week remote instruction period and then extending that through the spring and now the summer. We worked with students to encourage them to return home and locked down the IST. We canceled all events and worked with both Vestcor (dorms) and Chartwells (food) to provide refunds to those students that left campus. We developed new grading and admissions policies and continue to respond to the changing landscape.*
  - c. *We developed and implemented a phased plan for qualified employees to work remotely.*
2. In anticipation of future funding cuts in a troubled economy, we developed a financial resiliency plan that included short-term austerity actions and longer-term resilience measures.
  - a. *Short term austerity measures included hiring, procurement and travel freezes, and a review of all contracts.*
  - b. *Longer-term measures were tied to three potential recovery models and used guiding principles around preserving liquidity, protecting and growing the academic enterprise, increasing revenues and investing in University Advancement.*
3. Enterprise Systems leveraged the use of existing and new technologies to make our administrative operations more efficient and cost effective.
  - a. *Completed approximately 318 business process changes.*
  - b. *Voting members of the Workday Operations team reviewed, vetted and approved approximately 20 change managements.*
  - c. *Developed 108 new Workday reports to improve automation of reporting.*
  - d. *Acquired new functionality, e.g. Workday Student and Adaptive Insights budget planning and forecasting.*
  - e. *Created new processes, e.g. Special Administrative and push-button Monthly Budget to Actuals.*
4. Enterprise Systems provided employee education through training, workshops and conferences.
  - a. *Approved 183 Workday training events provided by Workday Education.*
  - b. *Funded 7 staff to attend the Workday Rising Conference in Orlando and 2 staff attended the Adaptive Insights Regional User Group meeting in Tampa.*



5. Enterprise Systems ensured efficient and effective use of the ERP and a satisfactory experience.
  - a. *Maintained and upgraded Workday to facilitate the processing and standardization of 70,411 common financial transactions, 2,726 HCM transactions; 7,324 payroll transactions.*
  - b. *Resolved 62% of the Workday Support Tickets logged in one day or less than 24 hours.*
  - c. *Moved manual or paper processes into Workday by activating or up-taking 30% more of Workday functionality and new features.*
6. To provide key stakeholders more efficient/valuable information for decision making, the Finance and Accounting team created push button dash boards to deliver relevant financial information.
  - a. *Reduced the period close time from 7 to 5 days to provide timely reporting.*
7. We performed a comprehensive review of the Foundation's business processes and decided to migrate to a more effective CRM platform and to move our accounting and finance responsibilities so we provide a truly independent and autonomous relationship between the University and the Foundation.
  - a. *Previously, the Foundation had seven different software programs integrated into the University's existing CRM platform producing what Blackbaud provides in one CRM solution. This move provided a budget savings of 7%.*
  - b. *We performed an in-depth analysis of our current banking and investment relationships and moved our essential services to provide a savings of over \$20,000 annually beginning next fiscal year.*
8. We completed several initiatives that address BOG reporting requirements for Performance Based Funding, corrected internal processes and began conversion to a new Student Information System.
  - a. *Completed Enrollment and Degree Verify reporting.*
  - b. *Excess Hour calculations were validated by ensuring that 100% of currently enrolled students have correct high school graduation dates and FTIC enrollment dates.*
  - c. *Created real-time access for excess hours for 100% of the undergraduate students.*
9. To improve university processes, we launched a Lean Six Sigma program that provides professional development opportunities for our employees while improving our internal processes.
  - a. *To date, 32 employees have taken the training with 15 completing their yellow belt certification.*
  - b. *Five employees are currently completing a lean yellow belt course and six employees are completing a green belt six sigma course.*
10. In an effort to simplify processes for students and employees, the University implemented new software management programs that automate and streamline processes.
  - a. *Parking management software, NuPark.*

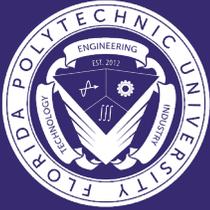


- b. *ID Card management software, Atrium.*
- c. *Package Tracking software, Hermes (developed by Florida Poly students).*

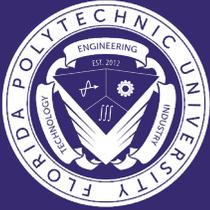
11. As Barnes and Nobles planned to close their on-campus bookstore in June, we looked at proposals from both Barnes and Nobles and Follett to determine how to best address the needs moving forward. A decision was made to contract with Follett to provide an online store to sell textbooks, apparel, spirit items and supplies.

**Goal 15:** Continue advocacy efforts to support University growth and reputation

1. We conducted an economic impact analysis for Florida Poly that measured the impact of the institution's programs and activities. This study found that last year we had a total \$290M impact with \$160M in GDP growth and \$96M in labor income.
2. To increase legislative advocacy efforts, we met with 18 current and future state leaders including Congressman Spano and Governor DeSantis' Chief of Staff.
  - a. *Held legislative advocacy retreat with contracted lobbyists and university staff to identify key influencers and map our 2020 priorities and strategy.*
  - b. *Developed legislative funding requests through the Board of Governors for the Applied Research Center and the Universities of Distinction.*
  - c. *Held weekly phone calls with contract lobbyists regarding execution of strategy.*
  - d. *Coordinated with University Relations to send weekly Capitol Updates during legislative session (good news/accomplishment articles).*
3. To build our brand in Tallahassee we held 23 separate meetings with key stakeholders
  - a. *Met with staff members of the Board of Governors, House, Senate and Governor's office.*
  - b. *Had several meetings with BOG Chair Syd Kitson to discuss strategic issues around Florida Poly and Performance Based Funding.*
  - c. *Identified and engaged community and industry partners to advocate for priorities.*
  - d. *Strengthened the relationship with the Florida Chamber of Commerce which resulted in video broadcasts of Dr. Avent on the state of the University and Dr. Razdan on the progress at AMI and regular sharing of Florida Poly items on the Chamber's social media.*
4. Early February the House introduced a bill to merge Florida Polytechnic into the University of Florida. The public motivation for this was threefold: Our costs per degree, our administrative overhead and the cost of building out the campus. We worked with our lobbying team to launch a positive campaign that raised legislative awareness of the impact Florida Poly was having the bill was postponed.
  - a. *We worked with our lobbying team to develop a strategic priority list of meetings, communications and other outreach efforts.*
  - b. *We conducted an internal analysis of each of the three issues and found that the House numbers all lacked important context. We developed a tight story on our differentiated value, what we add to the system and what was at risk with a merger. We used these*

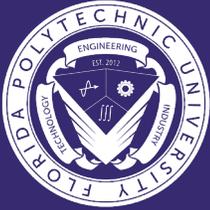


- facts to make public statements at both the House Education Policy committee and the House Education Appropriations Committee.*
- c. We worked through our media consultants to place positive stories about Florida Poly in important political press publications.*
  - d. We responded to TaxWatch and shared our data with them as they conducted an independent analysis of the costs of the merger. They ultimately published two articles on their analysis.*
  - e. As a leadership bill, we presumed it would pass in the House, so we first focused our efforts on the Senate, meeting and briefing every senator. We later turned our efforts towards the House where we met and briefed key House members.*
  - f. The bill was withdrawn*
5. We developed a plan for reducing the likelihood of future bills that propose to merge or close the University. The plan is based on lessons learned this session and includes continuing to build our strategic network, sharing a campus growth plan with key legislators, calculating administrative costs so they are consistent with others and communicating the true cost of STEM degrees.
  6. We established a Foundation goal of \$2.5M in net production for FY2020, which is a 350% increase over FY2019. To date, the net production total is **\$838K** surpassing last year's total and on target for our goal.
    - a. Completed our first annual fund, year-end campaign for alumni, community and faculty/staff. The total raised was ~\$51k.*
    - b. We created a pipeline report tracking all solicitations on gifts we expect to book for fiscal year 2020. The current pipeline projection indicates we have pending solicitations totaling **\$5,300,000** to date.*
    - c. Communicated expectations for frontline fundraisers key performance indicators (kpi) and updated job descriptions to reflect the new metrics expectations. **Thus far, we have made 665 contact reports, which is a 52% increase over last year at this same time.***
  7. We created a comprehensive professional development program providing access to cloud-based training in fundraising. Since November 2019, the Advancement team has completed:
    - a. **20** webinars, **19** trainings in progress and **18** white papers reviewed.*
    - b. The training program has 1,924 course/resources available for the Advancement team's professional development.*
    - c. Advancement team is actively participating in Blackbaud University for training and professional development. They completed over 100 hours of training including database management, prospect research, and data analytics utilizing the Blackbaud CRM software.*
  8. We established the Florida Polytechnic University Alumni Association providing a formal platform for our alumni to engage with the University, network with other alumni, give back to support Florida Poly and assist fellow alumni as they enter the workforce.
    - a. Seniors graduating are participating at a rate of 43% in support of Florida Poly. The Alumni Association will assist with continued communicating great news about the University,*



*fellow alumni and important opportunities to support Florida Poly and maintain a strong retention rate.*

- b. Completed the first alumni survey with a good participation rate (37%) providing us with key statistics on employment, income and degree satisfaction. Of those responding to the survey, 17% made between \$50-60K, 21% between \$60-70K and 21% between \$70K-80K.*
9. To promote Florida Poly's brand and reputation we increased our media exposure by 2% and ensured the President and University appeared (via earned media) in at least 3 state-wide publications.
    - a. We proactively send a minimum of one press release per week to a large target market of diverse media outlets with the intent that 50% of them get picked up. We also strategically place high-interest stories on the PR Web and monitor and track media analytics.*
    - b. Identified and capitalized on opportunities to feature the University and President in regional and state-wide publications such as magazines, podcasts, and media interviews. Outlets include: Florida Business Journal, Florida Trend, Florida Chamber of Commerce, Invest TampaBay, and Fluent in Floridian.*
  10. To grow brand recognition and awareness of Florida Poly, we increased our social media reach across all University channels by 3% (University channels: Facebook, LinkedIn, Twitter, Instagram, YouTube, GIPHY). We also increased the President's social media presence by 3%. (President's channels: Instagram and Twitter)
    - a. Implemented an organic and paid strategy to support the University's strategic plan, historical milestones, and culture.*
    - b. Created platform-specific content to increase engagement and awareness.*
    - c. Implemented and trained 13 students to "takeover" the University's Instagram Stories to show our audiences what their life is like as a student at Florida Poly.*
    - d. Strategically produced over 35+ videos that showcase the University's culture, student life, and historical milestones.*
  11. To improve our existing web content and support the communication goals of the University, we increased the number of new web pages by over 50% (from 2,900 to over 4,300 pages of relevant content) and we planned to launch a new website in April of 2020.
    - a. Website launch has been postponed indefinitely because of COVID-19.*
  12. To drive traffic to our website and increase awareness, we increased SEO (Search Engine Optimization) by over 5% or 175,000 new users and have increased new users of the Florida Poly Mobile app by 10%.
    - a. Developed and positioned content for each specific social media channel through meeting user expectations and behavior for each platform that drives traffic to the websites. As a result, we saw a +16.4 % increase in website sessions originating from the University's social platforms over last year.*
    - b. Launched a statewide digital advertising campaign that drives traffic to the website (from platforms such as: social media advertising; Google Ads; Florida Trend; Tampa Bay*

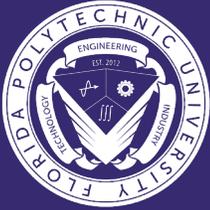


*Business Journal; Chronicle of Higher Education; Florida Politics; Channel 8 weather cam; NPR; and WAZE).*

- c. *Continued implementation of our campaign to increase usage of the University's mobile app.*
4. **In building our international reach and reputation, we hosted two important international government officials:**
  - a. *Florida Poly hosted her Excellency Dr. Gale T.C. Rigobert; Minister of Education, Innovation, Gender Relations and Sustainable Development, Saint Lucia.*
  - b. *Florida Poly hosted her Excellency Ms. Alejandrina Germán; Minister of Higher Education, Science & Technology, Dominican Republic.*
5. **We continue to grow our Fulbright program through several engagements.**
  - a. *Florida Poly hosted Dr. Michael Hawes, CEO President Fulbright Canada and Erica Lutes, Chairwoman for Fulbright Schuman Europe, Belgium & Luxembourg.*
  - d. *Florida Poly faculty Dr. Sessa S. Srinivasan was nominated for a 2020 – 2021 Fulbright Specialist award.*
  - e. *Florida Poly undergraduate student Mr. Gage Roper was nominated for the 2020-2021 Killam Fellow award, bringing our total number of Killam Fellows to four.*

**Goal 16:** Ensure a highly effective organization

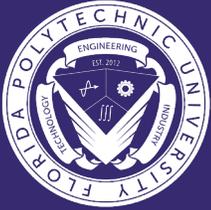
1. Human Resources improved campus-wide morale by adding an Employee Relations Specialist who has had **216** meetings with employees for advice and consultation on employee relations issues, eliminating the need for further action.
2. To improve campus-wide camaraderie and awareness of opportunities, Human Resources expanded 5 employee events and improved methods for collecting measurable data.
  - a. *Expanded orientation (added a Segment II) for all new employees and added an evaluation to collect awareness and satisfaction data. **85% of all new employees have attended both Segment I and Segment II orientations. 100% of those attending rate the sessions "good" or above.***
  - b. *Developed and implemented "stay-interviews" for current employees to capture retention data and prevent unnecessary turnover.*
  - c. *Revamped "exit interviews" to be administered on-line with metrics that can now be measured and analyzed.*
  - d. *Improved annual Florida Poly Perks event and Open Enrollment Fair and participated in developing Diversity Fest and Ablaze events for employee awareness and engagement.*
  - e. *Enhanced the diverse, campus-wide Employee Activities Committee (EAC) which plans and implements monthly activities and special events for all employees.*
3. To promote a more effective organization, Human Resources offered a comprehensive training program for employees that included 12 new professional development sessions for Fall 2019, 5



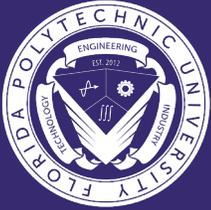
higher level management/supervisory sessions to date for Spring 2020, the addition of Kognito Mental Health training as initiated by BOG, and continuation of Six Sigma training.

- a. Sessions for Fall 2019 resulted in 113 total attendees (average 9.42), who ranked the sessions a 4.88 out of a 5.0 satisfaction score.*
4. Human Resources promoted the hiring and retention of quality employees and worked with hiring managers to facilitate 184 new hires (including student workers), 28 promotions, and 40 terminations.
  - a. Worked with hiring managers and supervisors in fiscal year 2020 to create 23 new positions and facilitate 184 new hires (17 faculty, 23 staff, & 144 students), 28 promotions (1 faculty & 27 staff), 40 terminations, voluntary and involuntary (20 faculty & 20 staff)*
  - b. Led successful campus-wide searches which resulted in hiring key positions including Chief of Police, AVP/Controller, and AVP/HR.*
5. To improve our Title IX program, we increased our online report services by 40%, conducted two formal investigations for sexual misconduct and two formal investigations for discrimination. We increased online training efforts by 50% and conducted 11 ongoing educational programs regarding sex, consent, sexual misconduct and healthy relationships.
  - a. Developed a process and incident report form for Residential Life and Academic Integrity.*
  - b. Created Title IX refresher course for employees.*
  - c. Placed mandatory requirements of Title IX training for all new incoming students.*
5. To improve our American Disability Act (ADA) program, we increased the number of American Sign Language (ASL) providers and services by 75% to include on-site interpreting and video remote interpreting, completed a self-evaluation on best practices and compliance, and developed a golf cart transportation service.
  - a. Completed four tours with employees that examined facilities, classroom accessibility and website.*
  - b. Conducted focus groups for both students and employees.*
  - c. Provided opportunity for online submissions.*
  - d. Worked with student affairs to secure student workers to drive golf cart when needed.*
6. Audit and Compliance increased their reports by 28.5% and administered an effective compliance and ethics program to promote a culture of ethics, compliance, risk mitigation and accountability.
  - a. Investigated and reported on two reports related to UFF grievances and one report of discrimination issued jointly with Title IX.*
  - b. Processed 13 allegations and reported to the Audit & Compliance committee.*
  - c. Performed ethics trainings with one workshop and two employee orientations.*





11. Successfully completed the first reopener negotiation for the Collective Bargaining Agreement with United Faculty of Florida - Florida Poly Chapter.
  - a. *Negotiated the amendment of 3 Articles (Salaries, Leaves, Performance Evaluations) and made technical corrections to 17 of the 28 Articles and 3 of the 4 Appendices.*
  - b. *Amended CBA unanimously ratified by Executive Committee of BOT; UFF-Poly Chapter voted 24-2 in favor of ratification.*
  - c. *Began preparations for reopener negotiation commencing in February 2020 and full book renegotiation commencing in FY20-21.*
  
12. Provided trainings to the University community.
  - a. *Participated in four trainings on the Student Code of Conduct for hearing bodies, resident assistants, and student affairs.*
  - b. *Conducted five trainings on public records and sunshine law, including the orientation video for the BOT.*
  - c. *Facilitated a training on the rights and obligations under CBA for department chairs.*
  - d. *Facilitated webinar training on Navigating the Legal Issues of Residence Hall Life.*
  - e. *Facilitated Safe Zone training for the diversity committee and student affairs.*
  
13. Completed legal review of over 50 contracts.
  - a. *30 contracts/amendments of contracts. This includes two Skanska GMPs.*
  - b. *7 Contract Template Revisions.*
  - c. *8 Foundation policies/gift agreements.*
  - d. *2 Solicitations.*
  - e. *At least a half dozen MSA redlines and negotiations.*
  
14. We completed 67 public records requests within an average of 4.51 days of receiving the request.
  - a. *Completed public records request within an average of 2.30 days once records were received by OGC.*
  - b. *Completed two third-party subpoenas.*
  
15. To promote safety and security of the University we provided 10 Active Assailant classes to all Faculty, Staff and Students. We continue to offer these classes through HR onboarding to new employees, where we also provide educational safety, crime prevention, anonymous witness and see something/say something programs.
  
16. We conducted 29 safety programs resulting in a 96% satisfaction.
  - a. *Provide highly visible interaction with campus community.*
  - b. *Provide proactive patrols of parking lots and roads.*



17. We ensure a safe and secure campus environment by having a 9.5 minute or less response time 90% of the time. In testing we achieved a two-minute response time more than 90% of the time.
18. To promote a more efficient organization, Business Services was reorganized and rebranded into Auxiliary Enterprises. Standardized operating procedures were created and implemented to improve internal customer service.
  - a. *Implemented charge back process through Workday Internal Service Delivery allowing Auxiliaries to charge back cost centers for Auxiliary related services such as mail and copy/print.*
  - b. *Implementation of University Ticketing System as a streamlined response system for all email inquiries.*
  - c. *Created an all-encompassing Auxiliary Enterprise Service Center rather than separate locations to meet customer service needs.*

**Florida Polytechnic University**  
**Governance Committee**  
**Board of Trustees**  
**May 20, 2020**

**Subject: President's Employment Agreement**

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**Proposed Committee Action**

Make a recommendation to the Board of Trustees on new President's Employment Agreement to be effective July 2020.

**Background Information**

On February 26, 2019 the Board of Trustees approved an amendment to the President's Employment Agreement ("Agreement") with a term ending July 7, 2020. In preparation for the next renewal term, the Governance Committee requested a draft of the proposed Agreement to be presented at its February 2020 meeting. The Committee discussed the proposed Agreement which reflected revisions to the current Agreement, and the Committee requested some additional specific changes to section 5.3.1. The revised Agreement was sent to the Committee for review and comment. The redlined version indicating proposed changes to the original Agreement, further changes requested by the Committee in its last meeting, and one further clarification to 5.3.1 is provided as a supporting document. A clean copy of the proposed new agreement is also provided. The material differences between the current agreement and new agreement are as follows:

- Clarifications were made throughout the Agreement to clarify which terms are applicable only when Dr. Avent is serving as president since there is an opportunity for him to serve in a faculty capacity during the remainder of the Presidential Appointment Term if his appointment is terminated without cause or he resigns from the position as president.
- 3.1- revises end date of Presidential Appointment Term to be July 6, 2021.
- 3.2- deletes the requirement for the Chair and President to discuss and agree upon the goals and objectives for the next fiscal year because the Governance Committee and full Board have been performing that function. Also added language to allow for the revision of the goals and objectives during the fiscal year.
- 3.3- deletes the use of a consultant to perform a 360-degree review of the President and his administration- such will be determined by the Board on an as-needed basis and provided in the Policy on Annual Review of the President. In light of proposed calendar changes as to timing of the annual review, took out the dates of "September 30" of each year to allow flexibility in the timing of the review.
- 4.1- revised to reflect President's current base salary.
- 5.2- deleted language related to relocation reimbursement as it is no longer necessary.
- 5.3 and 5.3.2- deleted language related to accreditation bonus, as it is no longer necessary.
- 5.3.1- revised Performance Compensation to state that if the President receives an evaluation of "Achieves" or higher, he will receive not less than 20% of base salary as performance compensation. However, if he receives an overall evaluation of "Exceeds" or higher, his performance compensation will be 20%-30% of his base salary. \*

- 6.2- incorporated language from previous amendment which allows for compensation exceeding \$200,000 to be paid for out of the University's auxiliary funds.
- 7.2- added language which allows the Supplemental Retirement Benefit to be paid for out of the University's auxiliary funds, if permitted.
- 8.1- revised to reflect the purchase of the University's Presidential Home and deleted the language that is no longer necessary.
- 9.1- revised to reflect the current practice of providing a flat monthly automobile allowance versus the leasing of an automobile and reimbursement of insurance and other costs. Also provides that the University will reimburse the cost of renting a vehicle when the President rents a vehicle for traveling long distances on University business.
- 11.1- provides that the President will submit information for reimbursement to the University controller rather than the Board, to reflect current practice.
- 14.1- allows for the President to remain as a professor for the remainder of the Presidential Appointment Term if he resigns his position as president.
- 17.0 - updated addresses for Board and General Counsel.
- 28.2- included the General Cooperation Covenant as required by the Board of Governors.

\*further clarified based on comments received after the revised Agreement was sent to the committee for review

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**Supporting Documentation:**

1. Draft President's Employment Agreement - redlined changes
2. Draft President's Employment Agreement - clean

**Prepared by:** Gina Delulio, VP and General Counsel

## PRESIDENT'S EMPLOYMENT AGREEMENT

This President's Employment Agreement (the "Agreement") is entered into by the **Florida Polytechnic University Board of Trustees** ("the Board" or "the Board of Trustees"), a public body corporate of the State of Florida, on behalf of Florida Polytechnic University ("University"), and **Dr. Randy K. Avent** ("President").

### Background

WHEREAS, the Board, acting on behalf of Florida Polytechnic University (the "University"), has the authority to select and employ the President of the University; and

WHEREAS, the Board previously ~~has~~ selected Dr. Randy Avent to serve as President of the University, subject to confirmation of the Board of Governors; and

WHEREAS, the Board wishes to continue to employ Dr. Randy Avent as the University's President, and Dr. Randy Avent wishes to serve as President and be a University employee, subject to the terms and conditions of this Agreement; ~~and~~

~~WHEREAS, all prior acts of the Board and its Presidential Search Committee were confirmed by the Board;~~

NOW, THEREFORE, in consideration of mutual promises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree to this Agreement as follows:

### 1.0 Powers and Duties of President While Serving as President

1.1 The President reports to the Board and is the Corporate Secretary of the Board and the Chief Executive Officer of the University, subject to the supervision of the Board, the laws of Florida, and the rules, regulations, and policies of the Board, the University and the Board of Governors. During the Presidential Appointment Term (as defined in section 3.1 below), the President ~~shall have~~has the powers and duties reserved to the position of president by the Florida Statutes and the University regulations and other actions of the Board (collectively "Duties"), as they presently exist or may hereafter be amended. The President and the Board acknowledge and agree that the Duties hereunder are and shall be consistent with those customary for the position of a university president, including, but not limited to educational leadership, faculty relations, budgeting, long-range planning, fundraising, public relations, student services, recruitment of personnel, appointment, promotion and dismissal of all faculty and staff members, as well as any such additional duties commensurate with such position as may be specified from time-to-time by the Board. The President ~~shall have~~has the full power and authority to direct the operation and management of the University, subject to the direction, control and instructions of the Board.

## 2.0 Best Efforts While Serving as President

- 2.1 During the Presidential Appointment Term, the President will diligently devote his full professional time, ability, and attention to the day-to-day operations of the University, including without limitation, all administrative, executive and academic functions.
- 2.2 During the Presidential Appointment Term, the President's expenditure of reasonable amounts of time for personal or outside business, as well as non-University related charitable and professional development activities, shall not be deemed a breach of this Agreement, provided such activities do not interfere with the services required to be rendered to the University under the provisions of this Agreement, Part III of Chapter 112 of the Florida Statutes: Code of Ethics for Public Officers and Employees, and applicable regulations or policies of the Board of Trustees or University.
- 2.3 The President shall not knowingly engage in any activity that may be competitive with or adverse to the best interests of the Board of Trustees or the University.
- 2.4 During the Presidential Appointment Term, the President shall seek approval from the Board prior to agreeing to serve on any boards of directors or engaging in outside employment, business or professional activities subject to the provisions of University regulation or policy. Any and all income or other compensation earned by the President in connection with approved non-University outside activities shall be paid to and retained by him, and such income or other compensation shall have no effect on the amount of salary, compensation, or benefits he is otherwise entitled to receive under this Agreement.
- 2.5 During the Presidential Appointment Term, the President shall perform the duties of ~~President~~ president for all existing and future campuses of the University, and for and at such other place or places as the Board deems appropriate for the interests, needs, business, or goals of the University.

## 3.0 Presidential Appointment Term; Evaluation; Renewal

- 3.1 Presidential Appointment Term. The appointment as President ("Presidential Appointment Term") ~~shall be for a term of five (5) years, commencing commenced~~ on July 7, 2014 and ~~ending ends~~ on ~~June 30, 2019~~ July 6, 2021. ~~This appointment and the Agreement are~~ renewable by mutual written consent of the parties. This appointment and this Agreement is subject to prior termination as provided for in this Agreement, and by the applicable laws of the State of Florida, the regulations and policies of the Board of Trustees, the University, and the Florida Board of Governors.

- 3.2 ~~Goals and Objectives While Serving as President. On or before October 1, 2014 for fiscal year 2014-2015, and on or b~~efore June 1 of each year, thereafter, the President ~~shall will~~ provide the Chair of the Board of Trustees (“Chair”) with a list of proposed goals and objectives for the ~~next upcoming~~ fiscal year. The proposed goals and objectives shall be related to, and in furtherance of, the University’s strategic plan goals, work plan and accountability report, and the Board of Governors’ strategic plan and performance funding model , and other priorities as established by the Board of Trustees or the Board of Governors. ~~The Chair and the President shall discuss and agree upon the goals and objectives for the next fiscal year.~~ The goals and objectives ~~shall then are~~ be presented to the Board for discussion and approval. ~~The Board and the President may agree to revise the goals and objectives as necessary during the fiscal year.~~
- 3.3 ~~Annual Evaluation While Serving as President. On or before April 1, 2015, and on or before April 1 each year thereafter w~~hile the President is employed as ~~President president~~, the President shall initiate the evaluation process for the ~~prior~~ fiscal year ending June 30 of such year by preparing a self-appraisal of his performance for submission to the Chair and evaluation by the Board, its designee, or both, in accordance with ~~directives~~, policies and procedures established by the Board as the Board may deem appropriate. The President ~~agrees to will~~ furnish any additional information requested by the Chair to aid the Board in its annual performance review of the President. ~~For the self-appraisal that will be delivered by the President on or before May 1, the Chair, in consultation with the President, will select a consultant who will perform a 360 degree review of the President and his administration’s performance. The consultant’s 360 degree review will be provided to the Board and the President and considered in its annual evaluation of the President for that year.~~ Pursuant to Board of Governors Regulations, the Chair ~~shall will~~ solicit input from the Chair of the Board of Governors during the evaluation process. The Board ~~shall will~~ complete the annual evaluation and make any compensation award under Section 5.3 ~~no later than September 30 of each year, commencing September 15, 2015.~~

#### 4.0 Salary

- 4.1 Base Salary. As compensation for all services rendered by the President as ~~President president~~ pursuant to this Agreement, the University will pay the President according to the pay plan for Executive Service employees, an ~~initial~~ annual base salary of ~~Three Hundred Eighty five Thousand Dollars~~ Four Hundred forty-one thousand seven hundred ninety-seven dollars (\$385,00041,797) as of July 7, 2020 (“Presidential Base Salary), of which a maximum of Two Hundred Thousand Dollars (\$200,000) can be paid for with state funds. This amount shall be paid in accordance with the

University's standard payroll practices, with appropriate deductions for taxes and benefits. ~~In addition to the Base Salary, the President shall receive a one time payment of Thirty eight Thousand Five hundred Dollars (\$38,500) to be paid within thirty (30) days of commencement of the Presidential Appointment Term.~~ The President shall be responsible for any income tax liability incurred as a result of this Agreement.

- 4.2 Increase to Presidential Base Salary During Annual Evaluation. Effective with the Board's evaluation of the President's performance for the July 1, ~~2014-2019~~ to June 30, ~~2015-2020~~ fiscal year and continuing each year thereafter while he serves as President~~resident~~, the President's salary shall be reviewed annually for increase by the Board in conjunction with the Board's evaluation of job performance, as set forth in Section 3.3 of this Agreement. The President shall each year ~~following the first year~~ also be eligible for any salary increase generally applicable to University employees in his employment classification, but in no event shall the Base Salary increase be less than Three and One-Half Percent (3.5%) of the prior year's Base Salary.

## 5.0 Other Compensation While Serving as President

- 5.1 Insurance, Annual and Sick Leave. While serving as president ~~During~~ the Presidential Appointment Term, the President shall receive leave and other usual and customary benefits equal to those provided to Florida Polytechnic University Executive Service employees, except as provided in this Agreement.
- 5.2 ~~Intentionally Deleted. Relocation Reimbursement. Payable during the first two annual terms of the President's employment under this Agreement, the President shall be eligible to receive reimbursement of up to Thirty Thousand Dollars (\$30,000) for moving, relocation and travel expenses incurred by the President and his family in connection with travel to and from the Lakeland area, locating and securing appropriate housing, moving and storage of personal property, and other associated expenses for moving from his current home to the Lakeland area.~~
- 5.3 Effective with the Board's evaluation of the President's performance for the July 1, ~~2014-2019~~ – June 30, ~~2015-2020~~ fiscal year and continuing each year thereafter while he serves as President~~resident~~, the President shall be eligible for performance compensation; ~~and he shall also be entitled to an accreditation bonus~~, as follows:
- 5.3.1 Performance Compensation. The President shall be eligible for performance compensation ~~of up to Twenty Percent (20%) as a percent~~ of his annual base salary then in effect. However, if the President receives an overall evaluation of "Achieved" or higher from

the Board in his annual evaluation, the amount shall be not less than Twenty Percent (20%); ~~if the President receives an overall evaluation of "Exceeded" or higher from the Board in his annual evaluation, the amount may be up to increased, not to exceed~~ Thirty Percent (30%) of the annual base salary. The award of performance compensation ~~is discretionary and~~ shall be awarded based on the Board's assessment, in its sole and absolute discretion, of the President's performance as President during the fiscal year under review. ~~The Board may award any amount of performance compensation from zero to the maximum identified above.~~ In making its determination, the Board shall consider the President's achievement of the annual goals and objectives set pursuant to Section 3.2, the evaluation results pursuant to Section 3.3, and/or other criteria set by the Board prior to the start of the evaluation period and provided to the President in writing. The President shall receive such award if he remains as President through the end of a fiscal year for which performance is determined even though the award is determined later. Any performance compensation awarded shall be paid to the President within 90 days of the date on which it is awarded.

- 5.3.2 ~~Intentionally Deleted. Accreditation Bonus. Within thirty (30) days of the University receiving final confirmation that the University has received its accreditation from the Southern Association of Colleges and Schools, the President shall be paid a bonus of Fifty Thousand Dollars (\$50,000).~~

## 6.0 Annual Appropriation and Source of Funding

- 6.1 The performance of the University of any of its obligations under this contract shall be subject to and contingent upon the availability of funds appropriated by the legislature for the current and future periods.
- 6.2 While the President is serving as president ~~During~~ the term of this Agreement and contingent upon the availability of funds, the Board shall not be responsible for, but authorizes this compensation arrangement and shall use its best efforts to cause the Florida Polytechnic University Foundation, Inc. ("Foundation") to contribute to the University the portions of all payments provided for in this Agreement that exceed the limits set forth in Florida Statutes Section 1012.975. The Board further authorizes the use of the University's auxiliary funds to pay for the President's compensation which exceeds the limits set forth in the statute.

## 7.0 Other Benefits

- 7.1 The President ~~shall be~~ eligible for all applicable State of Florida and University developed benefits and perquisite programs as authorized by the legislature or other authorized governing bodies. The Board further agrees that while serving as president, the President ~~shall be~~ entitled, at all times, to the state sponsored life insurance benefits applicable to Executive Service personnel.
- 7.2 Supplemental Retirement Benefit. During each year of the Presidential Appointment Term, and while serving as president, the President will receive and reserve on a quarterly basis, in addition to his base salary, fifteen percent (15%) of the President's annual base salary which shall be used to establish a supplemental retirement benefit in a form reasonably acceptable to the President, such as an annuity or other tax deferred product to supplement his retirement. The FPU Foundation will contribute the sum required to fund this retirement benefit or, if permitted, the sum will be paid, in whole or in part, with University auxiliary funds.
- 7.3 Business/Travel Expenses. During the Presidential Appointment Term and while serving as President, the University ~~shall will~~ cover the cost of the President's reasonable business expenses, including professional dues, meetings, business travel, and entertainment. In addition, when the President's spouse travels with him on University-related business while he is serving as President, the FPU Foundation shall cover the cost of her reasonable travel expenses for travel serving a bona fide business purpose. Funding for spouse travel is only authorized in conjunction with the President's travel outside of the University service area.

## 8.0 Housing

- 8.1 The University deems it to be in its best interest that the President, while serving as President, ~~is maintain a residence in the Lakeland area in which he is~~ required to reside as a condition of his employment, in the University's Presidential Home, and to the extent reasonable, to use his the residence in the performance of his duties hereunder including, but not limited to receptions and meetings benefiting the University. The University is responsible for providing ~~During the first year of the Presidential Appointment Term, pursuant to an arrangement agreed upon between the President and the Chair, the University will cooperate with the President to provide a suitable interim residence for the President, including utilities, maintenance, service fees, internet and television service~~ for the Presidential Home, ~~with a total cost to the University not to exceed Two Thousand Five Hundred Dollars (\$2,500) per month. During this first year, the President and the University agree to work cooperatively to arrange for a permanent residence for the President to be provided by the University and in which the President shall be required to reside as a condition of his~~

~~employment. The parties acknowledge that the arrangement provided herein during the first year may temporarily continue beyond the first term until the permanent residence is available.~~

## **9.0 Automobile**

9.1 During the Presidential Appointment Term and while serving as ~~President~~president, the University or the FPU Foundation will provide a flat monthly automobile allowance in the amount of \$850. The allowance will cover all automobile related expenses including, but not limited to, gas, maintenance, and repairs. full-sized automobile acceptable to the President for the President's University business related and other use, with a new vehicle being provided not less than every three (3) years. The University will reimburse the President when he rents a vehicle for purposes of traveling long distance for University business.

## **10.0 Professional Dues, Meeting and Entertainment**

10.1 During the Presidential Appointment Term and while serving as ~~President~~president, the Board will authorize and provide for the President's reasonable expenses related to his joining and participating in University-related social, professional or service organizations and activities. The Board may fulfill this obligation through the use of available FPU Foundation funds.

## **11.0 Expense Receipts and Documentation**

11.1 The President agrees to maintain and furnish to the ~~Board~~Controller an accounting of reimbursable expenses and membership dues and fees provided for in this Agreement in reasonable detail and consistent with University policies, standards, and procedures and applicable State law on no less than a monthly basis, or as requested. Following the President's submission of an accounting, the University shall promptly reimburse the President for such expenses, membership dues and fees in accordance with University policies, standards and procedures and applicable State law.

## **12.0 Termination of the Contract for Cause**

12.1 Notwithstanding anything in this Agreement to the contrary, the parties agree that, upon a vote of two thirds (2/3) of the Board of Trustees, the Board may terminate this Agreement at any time for "just cause" (as hereinafter defined).

12.2 "Just cause" shall be deemed to include, but shall not be limited to:

(i) a deliberate or material violation by the President of the Duties or his refusal or unwillingness to perform the Duties in good faith, during his full business time, or to the best of his abilities if, within thirty (30) days following the President's receipt of the written notice of what the Board considers to be the violation, the President fails to cure the same;

(ii) materially harmful neglect of essential responsibilities of the President's duties; (iii) material dishonesty or serious misconduct that adversely affects the University; (iv) the commission of any felony or of a misdemeanor involving moral turpitude; or (v) a material, significant, or repetitive breach of this Agreement.

12.3 In the event of termination for "just cause" by the Board, the President's employment with the University shall cease. The Board's obligations under this Agreement in such event shall be limited to: (a) the prorated payment of his salary through the date of termination; (b) the payment of any performance compensation or supplemental retirement benefit that is awarded and/or due, though unpaid as of the date of termination; (c) the payment of accrued and unused leave through the date of termination in accordance with University regulation; and (d) the payment of any unpaid reimbursable business/travel/relocation expenses incurred prior to the date of termination and documented by him in accordance with University procedures. The President shall not be entitled to any further employment, compensation or benefits from the University in any capacity except for benefits required to be continued by law.

### **13.0 Termination Without Cause**

13.1 Notwithstanding anything in this Agreement to the contrary, the parties agree that upon a vote of two thirds (2/3) of the Board of Trustees, the Board may terminate the Agreement at any time prior to its term expiration without cause, provided that the President is given thirty (30) days prior written notice of this issue coming before the University's Board of Trustees. Upon receiving notice from the Board, the President may waive any portion or the entire notice period at his discretion and terminate earlier.

13.2 The President may terminate the Agreement at any time prior to its term expiration without cause, provided that the President gives ninety (90) days prior written notice to the Board of Trustees. Upon receiving notice from the President, the Chair may waive any portion or the entire notice period at his/her discretion and terminate earlier.

### **14.0 Professorial Appointment**

- 14.1 If the President is terminated without cause or resigns from his position as president and chooses to join the teaching faculty of the University upon conclusion of his presidency, he will be eligible for sabbatical leave of one calendar year commencing immediately after his employment as president ends and prior to joining the University's faculty. Prior to beginning any sabbatical leave, he will have committed to fill a faculty position at the rank of "Full Professor" or other mutually agreeable faculty position. Upon conclusion of the sabbatical, if taken, President's teaching, research, and service responsibilities will be substantially equivalent to similarly situated faculty positions.
- 14.2 During this first year post-presidency, the President's initial 12 month base salary, whether on sabbatical leave or serving as Professor ("initial base salary as a Professor"), will be 90% of his final annual base salary as President, not to include any deferred compensation or performance incentive payment. During his second year post-presidency and for the balance of the Presidential Appointment Term, his 12 month base salary as a Professor will be 90% of his initial base salary as a Professor, and he will be eligible for any salary increments provided to regular, full-time faculty members. Usual faculty and administrative processes will determine such salary increments. While on sabbatical, if any, and while serving as a Professor, he shall receive leave and other usual and customary benefits equal to those provided to University Faculty members.

## **15.0 Termination due to Resignation, Death or Disability**

- 15.1 Notwithstanding anything in this Agreement to the contrary, this Agreement shall terminate upon the President's resignation from employment at the University, death, or "permanent disability" (as hereinafter defined). Such termination shall be deemed to have occurred for "just cause" and the President's employment with the University shall cease, and he shall not be entitled to any further employment, compensation or benefits from the University in any capacity except for compensation as provided in Section 12.3 and for benefits required to be continued by law. For purposes of this Agreement, "permanent disability" shall be defined as the President's inability to perform the applicable job duties for a minimum of six (6) continuous months.
- 15.2 In the event of the President's death during the term of this Agreement, his spouse or, if none, his estate, shall receive all accrued benefits as of the date of his death to the extent permitted by law.

## **16.0 Non-binding Mediation**

16.1 The Board and the President agree that if any dispute arises concerning this Agreement, they will first attempt in good faith to resolve the dispute to their mutual satisfaction. If they are unable to do so, the Board and the President agree that they will submit the dispute to non-binding mediation in Lakeland, Florida, in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association then in effect. The Board and the President will use their best efforts, to the extent permitted under Florida law, to keep any disputes and any efforts to resolve disputes confidential, informing only their respective legal counsel and other persons determined in good faith to have a need to know. To the extent permitted under Florida law, they will use their best efforts to ensure that such persons do not further disclose any such information. The Board and the President agree that no mediator or arbitrator may have any material ongoing relationship with the University.

**17.0 Notice**

17.1 Unless and until changed by a party giving written notice to the other, the addresses below shall be the addresses to which all notices required or allowed by this Agreement shall be sent:

**If to the Board:**

Chairperson  
Florida Polytechnic University Board of Trustees  
Florida Polytechnic University  
~~439 S. Florida Avenue~~  
~~Suite 3004700 Research Way~~  
Lakeland, Florida ~~33801-33805-8531~~

With a copy to:

General Counsel  
Florida Polytechnic University

~~4700 Research Way~~  
~~Lakeland, Florida 33805-8531~~ ~~439 S. Florida Avenue~~  
~~Suite 300~~  
~~Lakeland, Florida 33801~~

**If to the President:**

\_\_\_\_\_  
\_\_\_\_\_

## **18.0 Entire Agreement: Modification**

- 18.1 This Agreement constitutes the entire understanding of the parties and supersedes any and all prior or contemporaneous representations or Agreements, whether written or oral, between the parties. There are no other promises, understandings, obligations, inducements, or considerations between the parties or owed by either party to the other that are not set forth in this Agreement.
- 18.2 This Agreement cannot be changed or modified unless accomplished in writing and signed by the parties.

## **19.0 Severability**

- 19.1 The terms of this Agreement are severable, meaning that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable to the extent possible.

## **20.0 Governing Law and Forum**

- 20.1 This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida, excluding choice of law rules.
- 20.2 Notwithstanding any other terms and conditions of this Agreement, either party may bring an action for the sole and limited purpose of enforcing the terms and conditions of this Agreement in any court of competent jurisdiction. Venue shall be in Polk County, Florida.

## **21.0 Understanding of the Agreement**

- 21.1 Both parties represent that they have thoroughly read this Agreement, that they understand it to be a binding contract, that they understand each provision, term, and condition of this Agreement as well as its legal effect, and that they have signed the Agreement voluntarily and of their own free will with the intention to comply with its terms. Both parties have participated in the preparation of this Agreement. Therefore, the Agreement shall not be construed against or in favor of either party based upon which party was responsible for the drafting of the Agreement.

## **22.0 Public Disclosure of the Agreement**

22.1 Both Parties agree and acknowledge that this Agreement is subject to the Florida public records laws and may, therefore, be subject to disclosure by and in the manner provided by law.

## **23.0 Waiver**

23.1 No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.

## **24.0 Assignment**

24.1 This Agreement is not assignable, but shall be binding upon the heirs, administrators, personal representatives, successors, and assigns of both parties.

## **25.0 Execution and Counterparts**

25.1 This Agreement may be executed in counterparts and by the parties on separate counterparts each of which, when so executed, shall constitute but one and the same instrument.

## **26.0 No Trust Fund**

26.1 Nothing contained in this Agreement and no action taken pursuant to the provisions of this Agreement shall create or be construed to create a trust of any kind. To the extent that the President acquires a right to receive payments from the University, such rights shall be no greater than the right of any unsecured, general creditor of the University.

## **27.0 Taxes**

27.1 The President understands that the services to be rendered by him under this Agreement will cause him to recognize taxable income, which is considered under the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder as compensation income subject to the withholding of income tax (any social security or other employment taxes). The President hereby consents to the withholding of such taxes as are required by law. All sums payable to the President under this Agreement will be reduced by all federal, state and other withholdings and similar taxes and payments required by law.

## **28.0 Miscellaneous**

28.1 The headings in this Agreement are for convenience only and shall not be used in construing or interpreting this Agreement. The terms "Board," "Board of Trustees" and "University," where applicable or appropriate, shall include or refer to any duly authorized board, committee, officer, or employee of said entity. Whenever the context requires, the masculine shall include the feminine and neuter, the singular shall include the plural, and conversely.

28.2 General Cooperation Covenant. Without limitation of the obligations specified in the Agreement and applicable University rules, regulations, policies and procedures, the President agrees to cooperate fully in any review or investigation involving University matters in which he may possess pertinent information. This obligations shall survive the expiration or earlier termination of this Agreement.

THEREFORE, Dr. Randy Avent, President, and Mr. Robert H. Gidel, Chair and authorized representative of the Florida Polytechnic University Board of Trustees, have executed this Agreement on the dates appearing below.

**Florida Polytechnic University Board  
of Trustees**

By: Robert H. Gidel \_\_\_\_\_ Date \_\_\_\_\_  
Chairperson

Dr. Randy K. Avent, President \_\_\_\_\_ Date \_\_\_\_\_

## PRESIDENT'S EMPLOYMENT AGREEMENT

This President's Employment Agreement (the "Agreement") is entered into by the **Florida Polytechnic University Board of Trustees** ("the Board" or "the Board of Trustees"), a public body corporate of the State of Florida, on behalf of Florida Polytechnic University ("University"), and **Dr. Randy K. Avent** ("President").

### Background

WHEREAS, the Board, acting on behalf of Florida Polytechnic University (the "University"), has the authority to select and employ the President of the University; and

WHEREAS, the Board previously selected Dr. Randy Avent to serve as President of the University, subject to confirmation of the Board of Governors; and

WHEREAS, the Board wishes to continue to employ Dr. Randy Avent as the University's President, and Dr. Randy Avent wishes to serve as President and be a University employee, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of mutual promises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree to this Agreement as follows:

### 1.0 Powers and Duties of President While Serving as President

- 1.1 The President reports to the Board and is the Corporate Secretary of the Board and the Chief Executive Officer of the University, subject to the supervision of the Board, the laws of Florida, and the rules, regulations, and policies of the Board, the University and the Board of Governors. During the Presidential Appointment Term (as defined in section 3.1 below), the President has the powers and duties reserved to the position of president by the Florida Statutes and the University regulations and other actions of the Board (collectively "Duties"), as they presently exist or may hereafter be amended. The President and the Board acknowledge and agree that the Duties hereunder are and shall be consistent with those customary for the position of a university president, including, but not limited to educational leadership, faculty relations, budgeting, long-range planning, fundraising, public relations, student services, recruitment of personnel, appointment, promotion and dismissal of all faculty and staff members, as well as any such additional duties commensurate with such position as may be specified from time-to-time by the Board. The President has the full power and authority to direct the operation and management of the University, subject to the direction, control and instructions of the Board.

## **2.0 Best Efforts While Serving as President**

- 2.1 During the Presidential Appointment Term, the President will diligently devote his full professional time, ability, and attention to the day-to-day operations of the University, including without limitation, all administrative, executive and academic functions.
- 2.2 During the Presidential Appointment Term, the President's expenditure of reasonable amounts of time for personal or outside business, as well as non-University related charitable and professional development activities, shall not be deemed a breach of this Agreement, provided such activities do not interfere with the services required to be rendered to the University under the provisions of this Agreement, Part III of Chapter 112 of the Florida Statutes: Code of Ethics for Public Officers and Employees, and applicable regulations or policies of the Board of Trustees or University.
- 2.3 The President shall not knowingly engage in any activity that may be competitive with or adverse to the best interests of the Board of Trustees or the University.
- 2.4 During the Presidential Appointment Term, the President shall seek approval from the Board prior to agreeing to serve on any boards of directors or engaging in outside employment, business or professional activities subject to the provisions of University regulation or policy. Any and all income or other compensation earned by the President in connection with approved non-University outside activities shall be paid to and retained by him, and such income or other compensation shall have no effect on the amount of salary, compensation, or benefits he is otherwise entitled to receive under this Agreement.
- 2.5 During the Presidential Appointment Term, the President shall perform the duties of president for all existing and future campuses of the University, and for and at such other place or places as the Board deems appropriate for the interests, needs, business, or goals of the University.

## **3.0 Presidential Appointment Term; Evaluation; Renewal**

- 3.1 Presidential Appointment Term. The appointment as President ("Presidential Appointment Term") commenced on July 7, 2014 and ends on July 6, 2021. This appointment and the Agreement are renewable by mutual written consent of the parties. This appointment and this Agreement is subject to prior termination as provided for in this Agreement, and by the applicable laws of the State of Florida, the regulations and policies of the Board of Trustees, the University, and the Florida Board of Governors.

- 3.2 Goals and Objectives While Serving as President. Before June 1 of each year, the President will provide the Chair of the Board of Trustees (“Chair”) with a list of proposed goals and objectives for the upcoming fiscal year. The proposed goals and objectives shall be related to, and in furtherance of, the University’s strategic plan goals, work plan and accountability report, and the Board of Governors’ strategic plan and performance funding model , and other priorities as established by the Board of Trustees or the Board of Governors. The goals and objectives are be presented to the Board for discussion and approval. The Board and the President may agree to revise the goals and objectives as necessary during the fiscal year.
- 3.3 Annual Evaluation While Serving as President. While the President is employed as president, the President shall initiate the evaluation process for the prior fiscal year ending June 30 of such year by preparing a self-appraisal of his performance for submission to the Chair and evaluation by the Board, its designee, or both, in accordance with directives, policies and procedures established by the Board as the Board may deem appropriate. The President will furnish any additional information requested by the Chair to aid the Board in its annual performance review of the President. Pursuant to Board of Governors Regulations, the Chair will solicit input from the Chair of the Board of Governors during the evaluation process. The Board will complete the annual evaluation and make any compensation award under Section 5.3.

#### **4.0 Salary**

- 4.1 **Base Salary.** As compensation for all services rendered by the President as president pursuant to this Agreement, the University will pay the President according to the pay plan for Executive Service employees, an annual base salary of Four Hundred forty-one thousand seven hundred ninety-seven dollars (\$441,797) as of July 7, 2020 (“Presidential Base Salary), of which a maximum of Two Hundred Thousand Dollars (\$200,000) can be paid for with state funds. This amount shall be paid in accordance with the University’s standard payroll practices, with appropriate deductions for taxes and benefits. The President shall be responsible for any income tax liability incurred as a result of this Agreement.
- 4.2 **Increase to Presidential Base Salary During Annual Evaluation.** Effective with the Board's evaluation of the President's performance for the July 1, 2019 to June 30, 2020 fiscal year and continuing each year thereafter while he serves as president, the President’s salary shall be reviewed annually for increase by the Board in conjunction with the Board’s evaluation of job performance, as set forth in Section 3.3 of this Agreement. The President shall each year also be eligible for any salary increase generally applicable to University employees in his employment classification, but in no event

shall the Base Salary increase be less than Three and One-Half Percent (3.5%) of the prior year's Base Salary.

## **5.0 Other Compensation While Serving as President**

5.1 Insurance, Annual and Sick Leave. While serving as president during the Presidential Appointment Term, the President shall receive leave and other usual and customary benefits equal to those provided to Florida Polytechnic University Executive Service employees, except as provided in this Agreement.

5.2 Intentionally Deleted.

5.3 Effective with the Board's evaluation of the President's performance for the July 1, 2019 – June 30, 2020 fiscal year and continuing each year thereafter while he serves as president, the President shall be eligible for performance compensation as follows:

5.3.1 Performance Compensation. The President shall be eligible for performance compensation as a percent of his annual base salary then in effect. However, if the President receives an overall evaluation of "Achieved" or higher from the Board in his annual evaluation, the amount shall be not less than Twenty Percent (20%); if the President receives an overall evaluation of "Exceeded" or higher from the Board in his annual evaluation, the amount may be increased, not to exceed Thirty Percent (30%) of the annual base salary. The award of performance compensation shall be awarded based on the Board's assessment, in its sole and absolute discretion, of the President's performance as President during the fiscal year under review. In making its determination, the Board shall consider the President's achievement of the annual goals and objectives set pursuant to Section 3.2, the evaluation results pursuant to Section 3.3, and/or other criteria set by the Board prior to the start of the evaluation period and provided to the President in writing. The President shall receive such award if he remains as President through the end of a fiscal year for which performance is determined even though the award is determined later. Any performance compensation awarded shall be paid to the President within 90 days of the date on which it is awarded.

5.3.2 Intentionally Deleted.

## **6.0 Annual Appropriation and Source of Funding**

- 6.1 The performance of the University of any of its obligations under this contract shall be subject to and contingent upon the availability of funds appropriated by the legislature for the current and future periods.
- 6.2 While the President is serving as president during the term of this Agreement and contingent upon the availability of funds, the Board shall not be responsible for, but authorizes this compensation arrangement and shall use its best efforts to cause the Florida Polytechnic University Foundation, Inc. ("Foundation") to contribute to the University the portions of all payments provided for in this Agreement that exceed the limits set forth in Florida Statutes Section 1012.975. The Board further authorizes the use of the University's auxiliary funds to pay for the President's compensation which exceeds the limits set forth in the statute.

## **7.0 Other Benefits**

- 7.1 The President is eligible for all applicable State of Florida and University developed benefits and perquisite programs as authorized by the legislature or other authorized governing bodies. The Board further agrees that while serving as president, the President is entitled, at all times, to the state sponsored life insurance benefits applicable to Executive Service personnel.
- 7.2 Supplemental Retirement Benefit. During each year of the Presidential Appointment Term and while serving as president, the President will receive and reserve on a quarterly basis, in addition to his base salary, fifteen percent (15%) of the President's annual base salary which shall be used to establish a supplemental retirement benefit in a form reasonably acceptable to the President, such as an annuity or other tax deferred product to supplement his retirement. The FPU Foundation will contribute the sum required to fund this retirement benefit or, if permitted, the sum will be paid, in whole or in part, with University auxiliary funds.
- 7.3 Business/Travel Expenses. During the Presidential Appointment Term and while serving as President, the University will cover the cost of the President's reasonable business expenses, including professional dues, meetings, business travel, and entertainment. In addition, when the President's spouse travels with him on University-related business while he is serving as President, the FPU Foundation shall cover the cost of her reasonable travel expenses for travel serving a bona fide business purpose. Funding for spouse travel is only authorized in conjunction with the President's travel outside of the University service area.

## **8.0 Housing**

8.1 The University deems it to be in its best interest that the President, while serving as President, is required to reside as a condition of his employment in the University's Presidential Home, and to the extent reasonable, to use the residence in the performance of his duties hereunder including, but not limited to receptions and meetings benefiting the University. The University is responsible for providing utilities, maintenance, service fees, internet and television service for the Presidential Home.

## **9.0 Automobile**

9.1 During the Presidential Appointment Term and while serving as president, the University or the FPU Foundation will provide a flat monthly automobile allowance in the amount of \$850. The allowance will cover all automobile related expenses including, but not limited to, gas, maintenance, and repairs. The University will reimburse the President when he rents a vehicle for purposes of traveling long distance for University business.

## **10.0 Professional Dues, Meeting and Entertainment**

10.1 During the Presidential Appointment Term and while serving as president, the Board will authorize and provide for the President's reasonable expenses related to his joining and participating in University-related social, professional or service organizations and activities. The Board may fulfill this obligation through the use of available FPU Foundation funds.

## **11.0 Expense Receipts and Documentation**

11.1 The President agrees to maintain and furnish to the Controller an accounting of reimbursable expenses and membership dues and fees provided for in this Agreement in reasonable detail and consistent with University policies, standards, and procedures and applicable State law on no less than a monthly basis, or as requested. Following the President's submission of an accounting, the University shall promptly reimburse the President for such expenses, membership dues and fees in accordance with University policies, standards and procedures and applicable State law.

## **12.0 Termination of the Contract for Cause**

12.1 Notwithstanding anything in this Agreement to the contrary, the parties agree that, upon a vote of two thirds (2/3) of the Board of Trustees, the Board may terminate this Agreement at any time for "just cause" (as hereinafter defined).

- 12.2 “Just cause” shall be deemed to include, but shall not be limited to:
- (i) a deliberate or material violation by the President of the Duties or his refusal or unwillingness to perform the Duties in good faith, during his full business time, or to the best of his abilities if, within thirty (30) days following the President’s receipt of the written notice of what the Board considers to be the violation, the President fails to cure the same;
  - (ii) materially harmful neglect of essential responsibilities of the President’s duties; (iii) material dishonesty or serious misconduct that adversely affects the University; (iv) the commission of any felony or of a misdemeanor involving moral turpitude; or (v) a material, significant, or repetitive breach of this Agreement.
- 12.3 In the event of termination for “just cause” by the Board, the President’s employment with the University shall cease. The Board’s obligations under this Agreement in such event shall be limited to: (a) the prorated payment of his salary through the date of termination; (b) the payment of any performance compensation or supplemental retirement benefit that is awarded and/or due, though unpaid as of the date of termination; (c) the payment of accrued and unused leave through the date of termination in accordance with University regulation; and (d) the payment of any unpaid reimbursable business/travel/relocation expenses incurred prior to the date of termination and documented by him in accordance with University procedures. The President shall not be entitled to any further employment, compensation or benefits from the University in any capacity except for benefits required to be continued by law.

### **13.0 Termination Without Cause**

- 13.1 Notwithstanding anything in this Agreement to the contrary, the parties agree that upon a vote of two thirds (2/3) of the Board of Trustees, the Board may terminate the Agreement at any time prior to its term expiration without cause, provided that the President is given thirty (30) days prior written notice of this issue coming before the University’s Board of Trustees. Upon receiving notice from the Board, the President may waive any portion or the entire notice period at his discretion and terminate earlier.
- 13.2 The President may terminate the Agreement at any time prior to its term expiration without cause, provided that the President gives ninety (90) days prior written notice to the Board of Trustees. Upon receiving notice from the President, the Chair may waive any portion or the entire notice period at his/her discretion and terminate earlier.

## **14.0 Professorial Appointment**

- 14.1 If the President is terminated without cause or resigns from his position as president and chooses to join the teaching faculty of the University upon conclusion of his presidency, he will be eligible for sabbatical leave of one calendar year commencing immediately after his employment as president ends and prior to joining the University's faculty. Prior to beginning any sabbatical leave, he will have committed to fill a faculty position at the rank of "Full Professor" or other mutually agreeable faculty position. Upon conclusion of the sabbatical, if taken, President's teaching, research, and service responsibilities will be substantially equivalent to similarly situated faculty positions.
- 14.2 During this first year post-presidency, the President's initial 12 month base salary, whether on sabbatical leave or serving as Professor ("initial base salary as a Professor"), will be 90% of his final annual base salary as President, not to include any deferred compensation or performance incentive payment. During his second year post-presidency and for the balance of the Presidential Appointment Term, his 12 month base salary as a Professor will be 90% of his initial base salary as a Professor, and he will be eligible for any salary increments provided to regular, full-time faculty members. Usual faculty and administrative processes will determine such salary increments. While on sabbatical, if any, and while serving as a Professor, he shall receive leave and other usual and customary benefits equal to those provided to University Faculty members.

## **15.0 Termination due to Resignation, Death or Disability**

- 15.1 Notwithstanding anything in this Agreement to the contrary, this Agreement shall terminate upon the President's resignation from employment at the University, death, or "permanent disability" (as hereinafter defined). Such termination shall be deemed to have occurred for "just cause" and the President's employment with the University shall cease, and he shall not be entitled to any further employment, compensation or benefits from the University in any capacity except for compensation as provided in Section 12.3 and for benefits required to be continued by law. For purposes of this Agreement, "permanent disability" shall be defined as the President's inability to perform the applicable job duties for a minimum of six (6) continuous months.
- 15.2 In the event of the President's death during the term of this Agreement, his spouse or, if none, his estate, shall receive all accrued benefits as of the date of his death to the extent permitted by law.

## 16.0 Non-binding Mediation

16.1 The Board and the President agree that if any dispute arises concerning this Agreement, they will first attempt in good faith to resolve the dispute to their mutual satisfaction. If they are unable to do so, the Board and the President agree that they will submit the dispute to non-binding mediation in Lakeland, Florida, in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association then in effect. The Board and the President will use their best efforts, to the extent permitted under Florida law, to keep any disputes and any efforts to resolve disputes confidential, informing only their respective legal counsel and other persons determined in good faith to have a need to know. To the extent permitted under Florida law, they will use their best efforts to ensure that such persons do not further disclose any such information. The Board and the President agree that no mediator or arbitrator may have any material ongoing relationship with the University.

## 17.0 Notice

17.1 Unless and until changed by a party giving written notice to the other, the addresses below shall be the addresses to which all notices required or allowed by this Agreement shall be sent:

**If to the Board:**

Chairperson  
Florida Polytechnic University Board of Trustees  
Florida Polytechnic University  
4700 Research Way  
Lakeland, Florida 33805-8531

With a copy to:

General Counsel  
Florida Polytechnic University

4700 Research Way  
Lakeland, Florida 33805-8531

**If to the President:**

\_\_\_\_\_  
\_\_\_\_\_

## **18.0 Entire Agreement: Modification**

- 18.1 This Agreement constitutes the entire understanding of the parties and supersedes any and all prior or contemporaneous representations or Agreements, whether written or oral, between the parties. There are no other promises, understandings, obligations, inducements, or considerations between the parties or owed by either party to the other that are not set forth in this Agreement.
- 18.2 This Agreement cannot be changed or modified unless accomplished in writing and signed by the parties.

## **19.0 Severability**

- 19.1 The terms of this Agreement are severable, meaning that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable to the extent possible.

## **20.0 Governing Law and Forum**

- 20.1 This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida, excluding choice of law rules.
- 20.2 Notwithstanding any other terms and conditions of this Agreement, either party may bring an action for the sole and limited purpose of enforcing the terms and conditions of this Agreement in any court of competent jurisdiction. Venue shall be in Polk County, Florida.

## **21.0 Understanding of the Agreement**

- 21.1 Both parties represent that they have thoroughly read this Agreement, that they understand it to be a binding contract, that they understand each provision, term, and condition of this Agreement as well as its legal effect, and that they have signed the Agreement voluntarily and of their own free will with the intention to comply with its terms. Both parties have participated in the preparation of this Agreement. Therefore, the Agreement shall not be construed against or in favor of either party based upon which party was responsible for the drafting of the Agreement.

## **22.0 Public Disclosure of the Agreement**

22.1 Both Parties agree and acknowledge that this Agreement is subject to the Florida public records laws and may, therefore, be subject to disclosure by and in the manner provided by law.

## **23.0 Waiver**

23.1 No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.

## **24.0 Assignment**

24.1 This Agreement is not assignable, but shall be binding upon the heirs, administrators, personal representatives, successors, and assigns of both parties.

## **25.0 Execution and Counterparts**

25.1 This Agreement may be executed in counterparts and by the parties on separate counterparts each of which, when so executed, shall constitute but one and the same instrument.

## **26.0 No Trust Fund**

26.1 Nothing contained in this Agreement and no action taken pursuant to the provisions of this Agreement shall create or be construed to create a trust of any kind. To the extent that the President acquires a right to receive payments from the University, such rights shall be no greater than the right of any unsecured, general creditor of the University.

## **27.0 Taxes**

27.1 The President understands that the services to be rendered by him under this Agreement will cause him to recognize taxable income, which is considered under the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder as compensation income subject to the withholding of income tax (any social security or other employment taxes). The President hereby consents to the withholding of such taxes as are required by law. All sums payable to the President under this Agreement will be reduced by all federal, state and other withholdings and similar taxes and payments required by law.

**28.0 Miscellaneous**

28.1 The headings in this Agreement are for convenience only and shall not be used in construing or interpreting this Agreement. The terms "Board," "Board of Trustees" and "University," where applicable or appropriate, shall include or refer to any duly authorized board, committee, officer, or employee of said entity. Whenever the context requires, the masculine shall include the feminine and neuter, the singular shall include the plural, and conversely.

28.2 General Cooperation Covenant. Without limitation of the obligations specified in the Agreement and applicable University rules, regulations, policies and procedures, the President agrees to cooperate fully in any review or investigation involving University matters in which he may possess pertinent information. This obligations shall survive the expiration or earlier termination of this Agreement.

THEREFORE, Dr. Randy Avent, President, and \_\_\_\_\_, Chair and authorized representative of the Florida Polytechnic University Board of Trustees, have executed this Agreement on the dates appearing below.

**Florida Polytechnic University Board of Trustees**

By: \_\_\_\_\_ Date \_\_\_\_\_  
**Chairperson**

**President**

\_\_\_\_\_  
**Dr. Randy K. Avent** Date \_\_\_\_\_

**Florida Polytechnic University  
Governance Committee  
Board of Trustees  
May 20, 2020**

**Subject: President's Goals for FYE 2021**

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**Proposed Action**

Review President's proposed goals for FYE 2021 to make a recommendation to the Board of Trustees.

**Background Information**

Pursuant to the Policy on Annual Review of the President, the Board of Trustees must set specific annual goals for the upcoming fiscal year.

The President submitted his Operational Goals FYE21 to Chair Wilson and Committee Chair Dur. The Governance Committee needs to discuss the goals with the President and approve the proposed goals so that they may be recommended to the Trustees for final approval and provided to the Chair of the Board of Governors, as required.

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**Supporting Documentation:** Operational Goals FYE21

**Prepared by:** Gina Delulio, General Counsel



**FLORIDA POLYTECHNIC**  
UNIVERSITY

## **Operational Goals FYE21**

**Randy K. Avent**  
**20 May 2020**

# Context

- **Six thrusts focused on University growth and reputation agreed to at December BOT meeting**
- **At least five remain relevant, but possibly changed, post-HB7087 and COVID**
- **Difficult to set metric goals and do operational planning in an uncertain environment**
- **Likely to make mid-course corrections as this academic year unfolds**

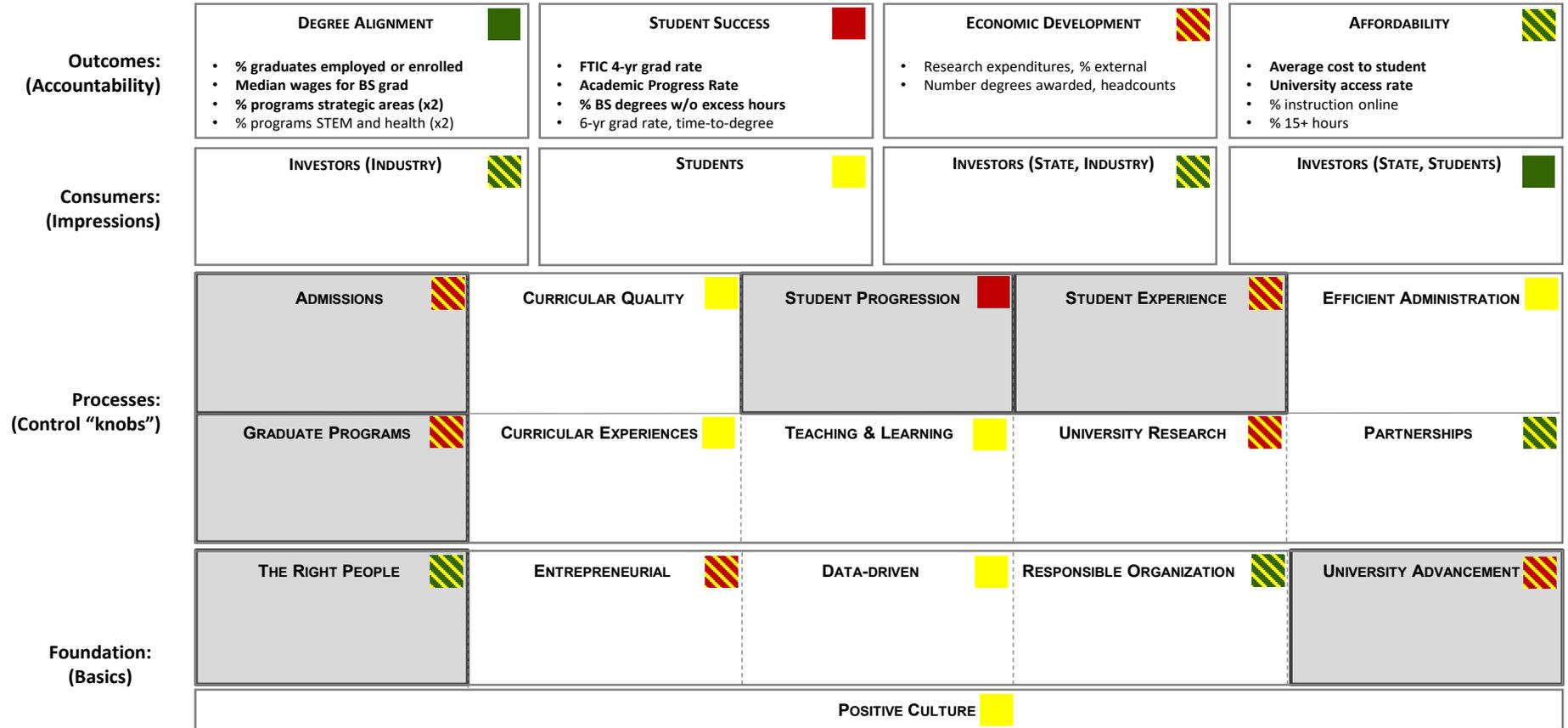
# Outcome Metrics

	FY20	Peers	SUS Average	FY21
<b>RANKING</b>				
USNWR Regional				<25
USNWR Engineering				
<b>DEGREE ALIGNMENT</b>				
% Graduates Employed or Enrolled	67.5%		69%	73%
Median Wages for BS Graduates	\$ 54,800		\$ 38,620	\$ 45,000
% BS Programs in Strategic Emphasis	100.0%	79%	52%	100.0%
% Grad Programs Strategic Emphasis	100.0%	67%	60%	100%
<b>STUDENT SUCCESS</b>				
FTIC 4-year Graduate Rate	40%	37%	47%	38%
Academic Progress Rate	65%	82%	84%	77% (72%)
% HS students in top 10%	25%		22%	22%
% BS Degrees w/o Excess Hours	89%		79%	75%
6-Yr Graduation Rate		65%	68%	51%
Time-to-Degree	4		4.3	4.5
<b>ECONOMIC DEVELOPMENT</b>				
% BS with 2+ Workforce Experiences	73%		38%	75%
Research Expenditures (\$K)	\$ 1,300			\$ 750
Number BS Degrees Awarded	239	867		320 (290)
Number Grad Degrees Awarded	8	554		18 (17)
UG Headcount	1267	4161		1300
G Headcount	48	1482		59
<b>AFFORDABILITY</b>				
Average Cost to Student	\$ (5,790)	\$ 22,265	\$ 6,374	\$ 2,000
University Access Rate	30%	26%	39%	32%
% 15+ Hours	32%			32%
% Instruction Online	0%			0%

Grey text includes metrics in the Accountability Report but not PBF

Red text are “aggressive” values we likely will not meet (more reasonable values)

# Balanced Scorecard



- Outcome metrics define institutional performance in PBF
- Process metrics are only used to analyze and focus efforts

# Suggested Focus Areas FY20

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- **Admissions**
  - **Student progression**
  - **Student experience**
  - **Graduate program**
  - **University Funding**
  - **Faculty Development**
-

# Admissions Goals

	FY21	FY22
<b>Number of New Students</b>		
Number FTIC	320	359
Number Transfer	70	80
Number Special Programs	40	50
Number Graduate	30	40
<b>Quality of Students</b>		
Average SAT	1305	1310
Average ACT	28	29
Average GPA	4	4.2
Calculus Ready	85%	90%
Top 10% in HS class	22%	25%
<b>Diversity of Students</b>		
Percent Students In-state	96	95
Percent Students Male	82%	80%
Percent Students White	61%	59%
<b>Branding Metrics</b>		
% Acceptance Rate	51%	50%
% Yield	40%	40%
Completed Applications	1427	1300

- **Increase the student population, quality, and diversity (racial, gender and geographic)**

# Potential Initiatives

## Admissions

- **Continuous improvement**

- Grow transfer students through new policies
- Grow unrestricted funds to better leverage scholarships
- Create a new STEM summer academy as a pipeline
- Increase interactions with Florida high school calculus and physics teachers

- **New initiatives**

- Pivot all recruitment efforts for 24/7 remote accessible digital mobile apps to meet students where they “live”
- Diversify academic offerings around new popular programs and industries, new concentrations, certificate programs, combined BS/MS degrees, ...
- Strategically increase the number of student affinity groups like scatter band, esports, club soccer, table tennis, chess, water polo, ...

- **COVID related items**

- Create “The Digital Life” that interactively serves content in quick entertaining bites
- Consider a mobile admissions office



# Student Progression Goals

	FY20	FY21
<b>Progress Rate</b>		
FTIC Persistence (Fall-to-Spring)	96%	96%
Retention (Fall-to-Fall)	69%	74%
% Students meeting APR standards but did not return	11%	10%
DFW rates in Pre-Calculus & Calculus	36%	32%
<b>4-year Graduation Rate</b>		
2nd-to-3rd year cohort retention	83%	85%
3rd-to-4th year cohort retention	90%	90%
Percent 2nd-year cohort on track for 4-year graduation	56%	56%
Percent 3rd-year cohort on track for 4-year graduation	49%	53%
Percent 4th-year cohort on track for 4-year graduation	36%	40%
<b>6-year Graduation Rate</b>		
Percent 5th-yr cohort on track for 6-year graduation	49%	49%
Percent 6th-year cohort on track for 6-year graduation	42%	42%

- **Help students succeed while at Poly (APR, graduation rates, ...) and after (high-demand majors, hard & soft skills, internships, careers, ...)**

# Potential Initiatives

## Student Progression

- **Continuous improvement**

- Revise financial aid policy to align with APR standards
- Improve support services in gateway courses
- Improve advising services with early alerts for student disengagement
- Improve course availability, provide term-by-term roadmaps

- **New initiatives**

- Create a co-curricular council to address co-curricular learning
- Develop a leadership institute that teaches business and soft-skills
- Limit the number of course withdrawals
- Formalize an Academic Improvement Program
- Incentivize summer for those students falling behind

- **COVID**

- Grow digital resources for enhanced tutoring and academic advising at distance
- Increase efforts in identifying and addressing student disengagement and remote intrusive advising

# Student Experience Goals

	FY20	FY21
<b>Noel-Levitz Survey Responses</b>		
Academic Advising Effectiveness	5.13	5.39
Campus Climate	5.44	5.71
Campus Life	4.6	4.83
Campus Services	5.16	5.42
Instructional Effectiveness	5.23	5.49
Recruitment & Financial Aid Effectiveness	5.26	5.52
Registration Effectiveness	4.98	5.23
Safety and Security	5.4	5.67
Student Centeredness or Student Focused	5.22	5.48

- **Create a student-facing experience that results in a high Net Promoter Score (NPS) while not being a “helicopter university”**

# Potential Initiatives

## Student Experience

- **Continuous improvement**
  - Grow and mature the senior capstone project to be more multi-disciplinary
  - Continue growing the external internship program
  - Develop key hiring pathways for Poly graduates with a select group of employers
  - Continue removing obstacles for students to navigate admissions, registration, ...
- **New initiatives**
  - Provide avenues for students to share thoughts on a Poly student experience
  - Provide incoming students with a student engagement coach
- **COVID**
  - Grow the number of internal research opportunities
  - Grow digital resources to enhance the student experience
  - Expand the virtual student union to organize services and connect students
  - Develop new approaches for remote capstone delivery
  - Ensure ADA resources are available to all students remotely

# Graduate Program Goals

	FY20	FY21
<b>Graduate Program</b>		
Incoming graduate class size	30	32
Total number of graduate degees conferred	17	17
Percent extramural funded graduate students	9%	10%
Number courses with distance delivery	0	2
Number graduate degree programs	2	3

- **Grow and mature a graduate program that values research and professional education**

# Potential Initiatives

## Graduate Program

- **Continuous improvement**

- Expand targeted domestic recruiting efforts
- Target increased enrollment in each program
- Develop strong distribution of students across all degree program tracks
- Complete revisions of key program documents including thesis manual, ...
- Continue growing FIPR Institute, Advanced Mobility Institute and Health Systems Engineering Programs

- **New initiatives**

- Develop faculty-driven seminar series around graduate school topics to facilitate student culture, progression and work quality
- Leverage role of Director of Industry Engagement and Capstone Projects to connect students and faculty to relevant opportunities within our core academic programs
- Develop and market an Agile Manufacturing Center that leverages our current degrees

- **COVID**

- Position at least one track to deliver some or most of its courses via distance or using hybrid delivery models

# University Funding Goals

	FY21	FY22
<b>Recurring State Funding</b>		
Base budget	\$ 36,414,403	\$ 37,500,000
<b>Nonrecurring State Funding</b>		
Performance Based Funding	\$ -	\$ 3,300,000
Universities of Distinction funding	\$ 330,000	\$ 330,000
Capital Funding (PECO) \$K	\$ -	\$ 13,000
Tuition & Fees collection	\$ 2,066,379	\$ 2,500,000
<b>Auxiliary Funding</b>		
Auxiliaries	\$ 399,696	\$ 400,000
<b>Foundation Funding</b>		
Unrestricted funds	\$ 914,508	\$ 745,216
Endowment funds	\$ 1,661,416	\$ 2,186,039

- **Secure support and funding to keep the University independent and growing with a strong reputation**

# Potential Initiatives

## University Funding

- **Continuous improvement**

- Continue briefing legislators through site, district and session visits on our state impact and Return On Investment
- Prepare for entry into Performance Based Funding and Universities of Distinction
- Advocate for Applied Research Center capital funding and restoration of our base budget

- **New initiatives**

- Develop a “thank you” campaign for key stakeholders and grow our support network
- Develop and share a growth plan that address student, faculty and facility growth to meet targeted USNWR rankings
- Address administrative overhead calculations
- Consider new ways to increase revenues through executive education, certifications, Professional Science Masters programs, international program, ...

- **COVID**

- Further develop and update resiliency plan that: 1) preserves liquidity; 2) protects and grows the academic enterprise; 3) increases revenues through campus growth; and 4) invests in university advancement and the foundation

# Faculty Development

	FY20	FY21
<b>Faculty Hires</b>		
Number Assistant Professor hires	11	8
Number Associate Professor hires	1	2
Number Professor hires	0	0
<b>Faculty Development</b>		
Dollars expended on professional development funds	\$ 97,763	\$ 175,000
% faculty completing formal training for online delivery	0%	75%
<b>Faculty Production</b>		
Total number external grant proposals	33	45
Total Research Expenditures	\$ 751,000	\$ 1,000,000
Research Expenditures from External Sources	\$ 304,000	\$ 491,000
Number faculty awards	0	0
Economic impact	0	0

- Create faculty excellence around the tripartite mission of teaching, research and service

# Potential Initiatives

## Faculty Development

- **Continuous improvement**

- Strengthen professional development connection to peer-reviewed research
- Continue providing teaching & learning workshops & one-on-one consultations
- Grow academic infrastructure, tools and technology that support pedagogy
- Grow academic programs and faculty lines

- **New initiatives**

- Consider hiring a VP of Research
- Conduct workshops on proposal development and grant writing
- Consider offering internal grant opportunities as seed funds for larger externally funded grants

- **COVID**

- Strengthen faculty development for blended, online and multi-modal delivery
- Explore opportunities for targeted development and improvement in specific Departments
- Create new programs for faculty development and train 75% of the faculty for remote instruction