

Governance Committee

**Wednesday, November 10, 2021
8:30 – 10:00 AM**

**Florida Polytechnic University
WEBEX TELECONFERENCE MEETING**

Dial in: 1-415-655-0001 | Access code: 2437 036 9326#

MEMBERS

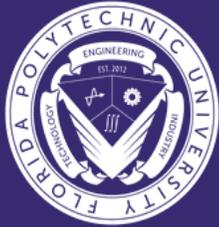
Mark Bostick, Chair
Dr. Narendra Kini

Bob Stork

Dr. Earl Sasser

AGENDA

- | | |
|---|---------------------|
| I. Call to Order | Mark Bostick, Chair |
| II. Roll Call | Sherri Pavlik |
| III. Public Comment | Mark Bostick, Chair |
| IV. Approval of the September 8, 2021 Minutes
Action Required | Mark Bostick, Chair |
| V. 2020-22 Governance Committee Work Plan Review | Mark Bostick, Chair |
| VI. President's Evaluation for 2020-21
Action Required | Mark Bostick, Chair |
| VII. President's Compensation Adjustments
Action Required | Mark Bostick, Chair |
| VIII. Renewal of President's Employment Agreement for 2022-23
Action Required | Mark Bostick, Chair |
| IX. Revisions to Resolution Powers and Duties of the President
Action Required | Regina DeIulio |
| X. Closing Remarks and Adjournment | Mark Bostick, Chair |



Governance Committee Meeting

DRAFT MEETING MINUTES

**September 8, 2021
3:30 – 5:00 PM**

Florida Polytechnic University WEBEX TELE-CONFERENCE MEETING

I. Call to Order

Committee Chair Mark Bostick called the Governance Committee meeting to order at 3:30 p.m.

II. Roll Call

Sherri Pavlik called the roll: Committee Chair Mark Bostick, Committee Vice Chair Bob Stork, Trustee Narendra Kini, and Trustee Earl Sasser were present (Quorum)

Other Trustees present: Chair Cliff Otto

Staff present: President Randy Avent, Ms. Gina DeIulio, Ms. Kathy Bowman, Mr. David Blanton, Mr. David Calhoun, Mr. Mike Dieckmann, Ms. Penney Farley, Ms. Melaine Schmiz, Mr. Alex Landback, Mr. John Causey, Mrs. Kris Wharton, Ms. Kim Abels, Ms. Michele Rush, and Ms. Sherri Pavlik

III. Public Comment

There were no requests received for public comment.

IV. Approval of Minutes

Vice Chair Bob Stork made a motion to approve the April 26, 2021 minutes. Trustee Earl Sasser seconded the motion; a vote was taken, and the motion passed unanimously.

V. 2020-2022 Governance Committee Work Plan Review

Committee Chair Mark Bostick invited Ms. Gina DeIulio to review the Committee's Work Plan.

Ms. DeIulio stated that the proposed changes to the Work Plan were in response to Kris Wharton's review and recommendations. The changes included moving the timing of the Board's self-assessment, review of the President's employment agreement, discussion on Board training needs, and the review of the trustee's evaluation instrument for the President's Annual Review. The Governmental Relations Legislative Advocacy Plan was removed, as it will be handled by the Strategic Planning Committee.

Trustee Earl Sasser made a motion to approve the 2021-2022 Governance Committee Work Plan as presented. Vice Chair Bob Stork seconded the motion; a vote was taken, and the motion passed unanimously.

VI. Policies

Committee Chair Mark Bostick invited Ms. Gina DeIulio to review the policy coming before the committee.

Ms. Gina DeIulio stated that the proposed Board Policy on the President's Authority to Execute Change Orders and Purchase Agreements related to FF&E for the Applied Research Center (ARC) was reviewed and recommended to the Board for approval by the Finance & Facilities Committee.

She explained that this proposed policy is at the request of David Calhoun. He is asking for the Board's approval to give the President the authority to enter into contracts for the ARC on a timely basis, as current lead times have increased due to supply and demand issues and time is of the essence.

The proposed policy would temporarily allow the President to authorize construction change orders and purchasing agreements for furniture, fixtures and equipment (FF&E) for the ARC when the change order exceeds \$100K and when the purchasing agreements exceed \$500K:

- a. Provided the President gets approval from either
 1. the Finance and Facilities Chair (as opposed to Finance Committee); or
 2. the BOT Chair (as opposed to BOT approval), and
- b. Provided the sum total of these change orders and agreements cannot result in the ARC project exceeding the budget which was approved by the Board.

Trustee Earl Sasser made a motion to approve the board policy on President's Authority to Execute Change Orders and Purchasing Agreements related to FF&E for the ARC Project to the Board of Trustees. Vice Chair Bob Stork seconded the motion; a vote was taken, and the motion passed unanimously.

VIII. Regulations

Committee Chair Mark Bostick invited Ms. Gina DeIulio to review the two regulations coming before the committee.

Regulation FPU-2.004 Admission of Undergraduate Transfer Students

Ms. Gina DeIulio presented an overview of the revised Admission of Undergraduate Transfer Students regulation stating that the proposed changes would allow for the University to take advantage of a change to the Board of Governors regulation, which allows for applicants who have 30 hours or more of transferable credit to no longer have to provide board scores and high school transcripts as part of the admission process.

The Notice of Proposed Revised Regulation was posted on the University's website on August 10, 2021. No comments were received during the review and comment period.

Vice Chair Bob Stork made a motion to recommend adoption of the revised Regulation FPU-2.004 Admission of Undergraduate Transfer Students to the Board of Trustees. Trustee Earl Sasser seconded the motion; a vote was taken, and the motion passed unanimously.

Regulation FPU-3.006 Student Code of Conduct

Ms. DeIulio reminded the Committee that the Board approved a temporary Code of Conduct emergency regulation that allowed the University time to revise the Student Code of Conduct regulation using the normal process. The proposed regulation essentially has the same language that was in the emergency regulation.

The Notice of Proposed Revised Regulation was posted on the University's website on August 10, 2021. No comments were received during the review and comment period.

Trustee Earl Sasser made a motion to recommend adoption of the revised Regulation FPU-3.006 Student Code of Conduct to the Board of Trustees. Vice Chair Bob Stork seconded the motion; a vote was taken, and the motion passed unanimously.

VIII. BOT Resolution on Powers and Duties of the President

Committee Chair Mark Bostick stated that the BOT Resolution on Powers and Duties of the President was for discussion only and handed the meeting over to Ms. Gina DeIulio.

Ms. Gina DeIulio provided a summary of the resolution, adopted four years ago, and stated that it is up for a periodic review. Review and discussion of the resolution will span over two meetings. Discussed during this meeting was purchase agreements and lease and licenses.

To facilitate discussion, a chart of SUS President's authority was presented. Upon discussion, the committee agreed that the President's authority on purchase agreements should be revised to increase the President's authority up to \$1M, amounts over \$1M to require the Finance Chair approval and amounts over \$2M to require the Finance Committee approval, and that the contracts reported to the Finance Committee at each meeting should be increased from \$200K to \$1M. They also discussed and agreed that the President's authority for leases and licenses should remain as is.

Trustee Earl Sasser asked about FIPR's licensing ability and who approves the licenses, and whether they go before the Board for approval. Ms. DeIulio will review and respond back at the next meeting.

Continuation of discussion as it relates to construction, change orders and settlement of claims will take place at the November meeting.

IX. President's Annual Review – Trustee Evaluation Instrument

Committee Chair Mark Bostick asked Ms. Gina DeIulio to present the draft evaluation instrument.

Ms. Gina DeIulio reminded the trustees that the President's Annual Review will be conducted in November. In the past, the Board used evaluation instruments to assist in the review. The draft document provided was patterned after the instrument used last year and contains the President's goals that were approved by the Board and one additional goal related to his management of the COVID issues.

This evaluation instrument would be sent to each Trustee in October for completion along with the President's FYE 21 Accomplishments.

Trustee Earl Sasser made a motion to recommend the approval of the Trustee Evaluation Instrument titled "President's Annual Review" to be used in the FYE 2021 evaluation of the President's performance to the Board of Trustees. Vice Chair Bob Stork seconded the motion; a vote was taken, and the motion passed unanimously.

X. President's FYE 21 Accomplishments

Committee Chair Mark Bostick welcomed President Randy Avent to present his report.

President Randy Avent presented his FYE 21 Accomplishments to the committee which included an overview of the Metric Performance and Performance Based Funding (PBF) prior to moving onto the dashboards of FYE 21 Accomplishments which consisted of Admissions, Student Progression, Student Experience, Graduate Experience, University Funding, Faculty Development and other highlighted areas including the COVID resiliency efforts.

Trustee Narendra Kini inquired about wastewater and the University becoming completely independent with the use of Solar energy. He questioned, as a STEM school, wouldn't solar be an amazing opportunity to eventually become independent of the grid? President Avent responded that conversations with power companies have taken place but there is no interest from them at this time. He said there are 340 acres not buildable due to phosphatic clay, but the University is not in the position to spend money on this at this time.

Trustee Sasser acknowledged President Avent and his team on a great year.

Trustee Stork stated it was an unbelievable year that showed other schools not doing as well. He also acknowledged the Foundation. Everything is growing in the right direction.

Chair Otto stated it was a very effective year despite COVID.

There were no further comments or questions for the president.

XI. Closing Remarks and Adjournment

With no further business to discuss, the meeting adjourned at 4:47 p.m.

**Florida Polytechnic University
Governance Committee
Board of Trustees
November 10, 2021**

Subject: Governance Committee Work Plan 2021-2022

Proposed Committee Action

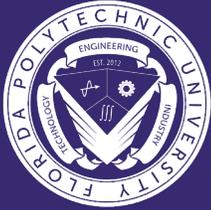
Review only. No action required.

Background Information

Committee Chair Mark Bostick will review the Committee's 2021-2022 Committee Work Plan.

Supporting Documentation: Governance Committee Work Plan 2021-2022

Prepared by: Gina DeIulio, General Counsel



Committee Work Plan

Governance Committee Work Plan 2021-2022

SEPTEMBER

- Review Governance Committee Charter (review every two years – due September 2022)
- Make recommendation on trustee evaluation instrument to be used for President’s annual review

NOVEMBER

- Make recommendations to the Board on President’s evaluation outcome and compensation changes
- Make recommendation to Board on renewal of President’s employment agreement and any necessary changes to the agreement

FEBRUARY

- Review Board Bylaws (review every 3 years – due 2022)
- Discuss nominations for Board Chair and Vice Chair (every 2 years - due February 2022)
- Oversee Board self-assessment (every 5 years – due February 2023)

MAY

- Make recommendation to Board on President’s proposed goals for FY+1
- Discuss Board training needs
- Make recommendation on nominations for Board Chair and Vice Chair (every two years – due May 2022)

**Florida Polytechnic University
Governance Committee
Board of Trustees
November 10, 2021**

Subject: President's Evaluation for 2020-21

Proposed Committee Action

Recommend approval of the document "*President's Annual Review, July 2020-June 2021, Composite of the Trustees' Evaluations*" as the document reflecting the President's annual evaluation for 2020-21 to the Board of Trustees.

Background Information

Pursuant to the President's employment contract and the Board of Trustees Policy on Annual Review of the President, the Board of Trustees must conduct an annual review and assessment of the President's performance. The purpose of the annual review process is to enable the President to strengthen his performance; to inform the Board's decisions on compensation adjustments and other terms of the President's employment; and to enable the President and the Board to set mutually agreeable goals.

The Governance Committee has the responsibility for organizing and conducting the annual review process with the President and making recommendations related to the outcome of the annual review process to the full Board.

1. **Self-Evaluation.** The President's FYE 21 Accomplishments was provided to the Board of Trustees in early October and was used as part of the evaluation process. In addition, a copy of the self-evaluation was provided to the Board of Governors, as required.
2. **Evaluation Instrument.** As part of the formal review process, an evaluation instrument was distributed, along with the President's FYE 21 Accomplishments, to the Trustees for completion. The results from the evaluation instrument are compiled and are provided to the Governance Committee to assist in formulating its recommendation on the outcome of the President's evaluation

Chair Otto met with Chancellor Marshall Criser and Board of Governors Chair Syd Kitson to get input on Dr. Avent's evaluation as required.

Supporting Documentation:

- President's Institutional Accomplishments 2020-21
- Florida Polytechnic University Board of Trustees Policy on Annual Review of the President

Prepared by: Gina DeIulio, General Counsel

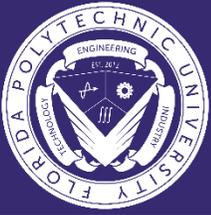


BOARD OF TRUSTEES
Operational Plan
Final Report

INSTITUTIONAL ACCOMPLISHMENTS 2020-21
FLORIDA POLYTECHNIC UNIVERSITY

Final Report
to the Board of Trustees
on Operational Goals

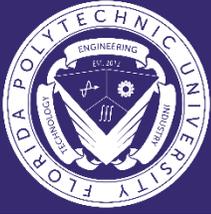
Randy K. Avent
October 2021



BOARD OF TRUSTEES Performance Metrics

	FY20	FY21 (Goals)	FY21 (Actuals)	
RANKING				
USNWR Regional		<25	1	●
USNWR Engineering			26	
DEGREE ALIGNMENT				
% Graduates Employed or Enrolled	67.5%	73%	74%	●
Median Wages for BS Graduates	\$ 54,800	\$ 45,000	\$ 56,300	●
% BS Programs in Strategic Emphasis	100.0%	100%	100%	●
% Grad Programs Strategic Emphasis	100.0%	100%	100%	●
STUDENT SUCCESS				
FTIC 4-year Graduate Rate	40%	38%	38%	●
Academic Progress Rate	65%	77% (72%)	64%	●
% HS students in top 10%	25%	22%	38%	●
% BS Degrees w/o Excess Hours	89%	75%	81%	●
6-Yr Graduation Rate		51%	56%	●
Time-to-Degree	4	4.5	4.1	●
ECONOMIC DEVELOPMENT				
% BS with 2+ Workforce Experiences	73%	75%	78%	●
Research Expenditures (\$K)	\$ 1,300	\$ 750	\$ 1,279	●
Number BS Degrees Awarded	239	320 (290)	256	●
Number Grad Degrees Awarded	8	18 (17)	18	●
UG Headcount	1267	1300	1337	●
UG Certificate Headcount			133	●
G Headcount	48	59	86	●
AFFORDABILITY				
Average Cost to Student	\$ (5,790)	\$ 2,000	\$ (7,540)	●
University Access Rate	30%	32%	33%	●
% 15+ Hours	32%	32%	41%	●
% Instruction Online	0%	0%	1%	●

Goals in red are aggressive, with the parenthetical values being more realistic. Dark green dots are goals that were exceeded or 100%, light green dots signify goals that were met, and red dots are goals that were not met. Last year was our first year in Performance Based Funding (PBF) and we debuted with 83 points, 13 over the minimum threshold to receive performance funds. Our allocation was nearly \$4.3M.



BOARD OF TRUSTEES

Operational Goals

2019 - 2020

1. ADMISSIONS

INCREASE THE STUDENT POPULATION, QUALITY, AND DIVERSITY (RACIAL, GENDER, AND GEOGRAPHIC)

The Admissions team recognized the potential negative impact of COVID on student recruitment in the admissions season and responded with several innovative efforts. Virtual visits replaced traditional on-campus visits early in the season, while college fairs and personalized visits were used to attract strong (First Time in College) FTIC students late in the season. In addition to building relationships with Advanced Placement (AP) Calculus and AP Physics teachers across the state to recruit their top students, admissions also built a virtual peer network that provided a “Uber for Calculus Tutors”. This program, written up in Forbes, allowed high school calculus students to arrange tutoring sessions with Florida Poly students through an online application. In addition to building important relationships with this target group of high school students, the program helps Florida Poly students become better leaders and more engaged in their learning. Finally, we were very aggressive in relevant branding through both video and digital content on the web, and we increased the number of new club sports and affinity groups that attracted many new students that had not previously considered Florida Poly. The result was that while many schools experienced a decline in enrollment related to COVID, Florida Poly saw a significant increase in its incoming class (625), resulting in our largest student body to date (1575). Despite increasing admissions, quality remained high, with small increases in the SAT score (1311), ACT score (30), and GPA (4.3). More important, 87% of our incoming students were calculus ready and 38% were in the top 10% of their high school graduating class. Our acceptance rate remains competitive at 49% and our completed applications rose by 33% to almost 2000.

To improve student diversity, we continued to offer a First-Year STEM program and developed a separate certificate program. The certificate program resulted from a partnership between Admissions and the Data Science and Business Analytics department and is a “stackable micro-credential” (i.e., certificate) summer program that includes a pathway into the University. This program was extraordinarily successful and brought us 133 new students, half of which were from underrepresented groups. Our Black/African American students now represent 11.7% of our students, Latino representation is 26.7%, and Females make up 18.3% of our campus. While out-of-state students remain reluctant to leave home during COVID, we slightly increased our out-of-state applications by becoming more competitive by providing waivers. Our international student population was flat because of the pandemic, and our graduate incoming class was flat because of a strong economy.

Branding and national rankings are important to our growth, so a significant effort was invested on a national ranking campaign that launched collateral pieces to conduct national advertising that targeted a small set of influencers. This effort resulted in a rise of 19 spots in US News World Report’s (USNWR) Undergraduate Engineering College without a Doctorate ranking to #26 public, and we debuted as the #1 Public College in the South. Other key rankings (i.e., not an exclusive list) we received this year included:

- #3 in Florida State University System for top performance at low cost (WalletHub)
- #14 in Best Career Outcomes for Students (among all universities nationally) (WalletHub)
- Top 10 Most Prominent Analytics and Data Science Institutes (Analytics Insight Magazine)
- Top 25 Computer Engineering Program for Affordability (University HQ)

2. STUDENT PROGRESSION

HELP STUDENTS SUCCEED WHILE AT FLORIDA POLY (APR, 4-YEAR GRADUATION RATES, ...) AND AFTER (HIGH-DEMAND MAJORS, HARD & SOFT SKILLS, INTERNSHIPS, CAREERS, ...)

Growing the University requires us to understand the persistence and retention of our students and why they leave. Evidence suggests that challenging courses and student readiness are primary reasons for students to leave, but financial hardships, campus experience, and our limited programs also play a role. Through the years we have developed and refined efforts around the Academic Success Center, student advising, improved course availability, degree roadmaps, an Academic Improvement Program, and incentivizing summer. But with COVID, this past year was a year like no other and required a fresh look at root causes for student failure and consideration of new programs and approaches for improving retention and 4-year graduation rates.

Fall 2020 opened with COVID in full force, and our campus presented a strong focus on staying healthy by requiring masks and maintaining social distancing throughout campus. In preparation, we developed new infrastructure tools over the summer that provided the ability to offer classes, and some labs, in a hybrid format. Our hybrid format allowed students to sign up through an application we developed to either come to class in person or “attend” remotely. A testing infrastructure was also implemented to allow students to take their exams remotely. To support students in their academic journey, we developed a tool called “Tutoring++” that allowed them to schedule and access tutoring services. Unfortunately, we found that many of our new and returning students had difficulty engaging in their classes.

For the second semester, we continued our masking and social distancing protocols but also implemented a stronger COVID testing and tracking policy to manage cases on campus and return to the classroom. We created new policies to increase in-person attendance in classes and make sure students were engaged even if they were remote. We also created a new Foundations of Academic Success class for those students that were struggling, and we adjusted our grade forgiveness policy and created recovery paths that included summer courses to help students get back on track. Even with these efforts, our retention rates in all cohorts were lower than expected, and our “D”, “F”, or Withdraw (DFW) rates in pre-calculus were higher than our goal (calculus met the goal of 32%). To counter this drop in student success, we began early development of new programs focused on engagement, connections, and academic success.

We began improving our analytical models of persistence, Academic Progress Rate (APR), and 4-year graduation rates, and we developed a Quality Enhancement Plan (QEP) as part of our SACSCOC reaffirmation that focuses on retention through peer learning. We hired important faculty and Department Chairs in critical gateway subjects and built a new center called Instructional Development & Educational Achievement (IDEA) out of related, but disconnected services. IDEA provides registration support, new policies, coursework, peer learning strategies, leadership opportunities, and student activity to help students be more successful.

As part of this effort, our student leadership programs were brought under a single umbrella within student affairs, and we held a week-long student leadership camp before the semester started. We also created a new student orientation focused on meaningful campus connections. This orientation included an introduction to academic programs and a training section on civil discourse, which allowed students to practice debating civilly. We also reconfigured select first year courses to better support student preparedness for our tough curriculum.

3. STUDENT EXPERIENCE

CREATE A STUDENT-FACING EXPERIENCE THAT RESULTS IN A HIGH NET PROMOTER SCORE (NPS) WHILE NOT BEING A “HELICOPTER UNIVERSITY”

As an isolated campus, we must work particularly hard to provide our students with activities and opportunities other students have by just being located near the heart of a town. Our focus this year was on creating campus events that build community. To that end, we developed several student connection platforms (e.g., virtual student union, Phoenix link, ...) that allowed students to continue connecting and building their support network during the pandemic. Where possible, we held in-person events like Club Row, a chess tournament, Spirit Week, fitness classes, Wellness Day, and Tu Bishvat, and we also took our international students to visit Kennedy Space Center. Like other universities, we canceled spring break this year because of the pandemic, but unlike others we developed “spring break on campus” events that offered students time to relax and recover. Finally, we held an in-person commencement and included the graduating classes of 2020 and 2021, and we made special graduation boxes for all students

We continued to offer robust student services with a strong focus on flexible and tailored mental health programs, and we negotiated a contract with Vestcor that allowed us to run the residence life program. This contract put in place a strong student life presence in the residence halls where it had previously been lacking. Capital Improvement Trust Fund (CITF) fees were used to build “The Nest”, a student hangout area that is in the former bookstore space. Preparing students for their careers remains a strong focus and despite the pandemic, we continued to offer resume reviews, mock interviews, career planning, and career and internship fairs. New this year was the introduction of graduate school visits for those students interested in continuing their education. We had 43 industry-driven senior capstone projects, half of which were multi-disciplinary. Our industry focus remains strong, we now have over 300 collaborations with nearly 250 of those providing internships, careers, and sponsoring senior capstone projects. With a strategy to focus on Small and Medium Businesses (SMBs) to keep our graduates working in Florida, we found that we have alumni in 653 different companies with 82% remaining in Florida. Last year, 74% of our graduates found jobs and the median salary was \$56,300.

We expanded our club sports programs this year and now offer women’s soccer, men’s lacrosse, robotics, archery, eSports, and powerlifting. We also expanded our affinity groups that include band, drum line, ultimate frisbee, and Nuclear Propulsion Pipeline Program (NUPOC), the first pipeline program of its kind in the country.

4. GRADUATE PROGRAM

GROW AND MATURE A GRADUATE PROGRAM THAT VALUES RESEARCH AND PROFESSIONAL EDUCATION

We completed a rewrite of the Graduate catalog and Student handbook to distinguish those degrees and programs from our undergraduate ones. To grow the graduate program, we created two additional pathways to a degree besides the traditional thesis-based path: (1) an industry-motivated project instead of a formal thesis; and (2) coursework only. The formal thesis-based program provides for full tuition and stipend support, the project-based program is mixed support, and the coursework program is managed as an aid-based program like our undergraduate programs. Competing with UCF and USF for graduate students will require that we revisit the graduate program costs and aid, since we are currently more expensive than both institutions.

We continue to offer two graduate degrees while we grow the program – an M.S. in Engineering and an M.S. in Computer Science. There are five tracts students can choose from in Engineering and two tracts in Computer Science. This year, we piloted two 10-month non-thesis M.S. programs, one in Mechanical

Engineering and the other in Engineering Management. With the economy doing so well, our incoming class size was lower than hoped at 27 students, with 12% of those students being supported extramurally. We graduated 18 students this year, one more than our projected goal but less than the 25 we needed to gain points in performance funding.

5. UNIVERSITY FUNDING

SECURE SUPPORT AND FUNDING TO KEEP THE UNIVERSITY INDEPENDENT AND GROWING WITH A STRONG REPUTATION

We enjoyed a strong year in securing funding for the University. With Tallahassee implementing rules discouraging legislative visits, we held 16 virtual visits and 9 in-person visits. We built a “Thank You” campaign after the unsuccessful merger attempt and continued to maintain strong interactions with our delegation while building personal relationships with the legislative leadership. Although during most of the legislative session a bleak picture of significant cuts to performance and carryforward funds was painted, our base funding cuts from previous years were fully restored and our final appropriation was nearly \$1M more than our goal, as was tuition and fees collection. Additionally, this was our first year in Performance Based Funding, and we were awarded nearly \$4.3M in performance funds. The Applied Research Center was fully funded through PECO at \$14.8M, and we managed to get a “back-of-the-bill” provision that allowed us to build a new Engineering Shop building on campus using the remainder of our Carry Forward funds. Auxiliary funding was predicted to be down this year because of the pandemic, but we still managed to net \$1.7M. With new leadership, Foundation funding has turned the corner and we raised \$1.2M in unrestricted funds and \$549K in scholarship funds. Our endowment grew to \$3.0M, so our total foundation funding was 64% higher than our goals for the year.

To continue garnering strategic support from senior industry and government leaders across the state, we created an Executive Leadership Initiative that brings them together to share stories and discipline expertise on emerging topics. Our first event was on COVID and included Nobel laureate, Epidemiologist Professor Ernesto Kahan. The discussion was moderated by Dr. Michael Hawes, the CEO of Fulbright Canada and Dr. Jose Ramon Calvo from the Barcelona Supercomputing Center. Participants included Senator George LeMieux, Senator Jeff Brandes, and Board of Governors Chair Syd Kitson. The second event centered on Florida and Latin American economic cooperation with Senators Ileana Garcia and Jason Pizzo, Representative Mike Giallombardo, and Diana Vidoni from Emerge Americas participating. The event was again moderated by Dr. Michel Hawes and our guest speaker was Dr. Rosalia Arteago Serrano, the former Head-of-State in Ecuador. More events are planned for this year on education and climate.

6. FACULTY DEVELOPMENT

CREATE FACULTY EXCELLENCE AROUND THE TRIPARTITE MISSION OF TEACHING, RESEARCH, AND SERVICE

We conducted nearly 30 searches this year and hired fourteen new faculty (three waiting on Visa’s) in six different Departments. Three key hires were made in our new Environmental Engineering program, and we successfully recruited two new Full Professors as Department Chairs. Dr. Bruce Jacob was recruited from the University of Maryland as the new chair of Electrical and Computer Engineering, and Dr. Michael Brilleslyper was recruited from the US Air Force Academy as the new chair of Applied Mathematics. Several organizational changes were also made in leadership. Dr. Shahram Taj is now the chair of Data Science and Business Analytics as well as Computer Science, and we appointed Dr. Rei Sanchez as Assistant Chair in Data Science and Business Analytics and Dr. Doja Demeril as Assistant Chair in Computer Science. Dr. Mary Vollaro remains Chair of Mechanical Engineering and also serves as Chair of Environmental Engineering as that program becomes independent. Dr. Antonio Ruotolo is serving as Chair of Physics, and Dr. Tom Dvorske is Chair of Arts, Humanities, and Social Sciences. We additionally recruited two senior

Fulbright Chairs (Canada and Australia) for one-term appointments. Finally, we conducted our second Reappointment and Promotion review with our first Associate-to-Full Professor promotion.

Growing our faculty is important for differentiating ourselves by allowing us to offer a “high-touch” academic environment with rich co-curricular experiences. Last year, only 16% of our instructional hours were taught by adjuncts and the student-to-faculty ratio was 15:1. We added new capabilities to the instructor podiums and 88% of our faculty participated in formal training for online delivery of courses. Many classrooms were updated with new room control technology that aided remote delivery, and 30% of the student-use computers in the IST were upgraded.

Professional development funds were limited this year due to COVID travel restrictions, with many conferences being virtual. Our faculty generated 51 external grant proposals last year, which was 54% higher than in FY20, and our total research expenditures were \$1.279M, which was 71% higher than the year before. Dr. Sanna Siddiqui won a National Science Foundation (NSF) grant to study the structural integrity of 3D-printed turbine blades while Dr. Doga Demeril continued to grow his joint research program with the University of Central Arkansas, RPI, and Harvard Medical School to provide a virtual reality surgery simulation. Dr. Rei Sanchez completed a joint program with FACENS in Brazil that utilized modern machine learning algorithms to better manage traffic. Our Florida Industrial Phosphate Research (FIPR) Institute continues to flourish and was awarded an eighth year of funding from the Critical Minerals Institute (CMI). They also won an additional Department of Energy grant to mine Rare Earth Elements (REE) from phosphoric acid sludge. We are investing in new research thrusts at FIPR as we grow the Environmental Engineering faculty and build joint relevant thrusts. The Advanced Mobility Institute (AMI) continues to make progress on building a Hardware-in-the-Loop emulation capability that functions as a digital twin for key test sites around the state, and Dr. Rawa Adla is conducting research in data fusion to better support real-time decision support for Autonomous Vehicles. Our Health Systems Engineering (HSE) effort is also growing, with plans for a potential new program being developed, and our work on an NSF grant to develop ethical engineers continues.

7. COVID RESILIENCY PLAN

DEVELOP AND IMPLEMENT PLANS TO KEEP GROWING THE UNIVERSITY AND ITS OPERATIONS DURING THE COVID PANDEMIC

Although COVID officially hit our campus in Spring 2020, its effects have been with us since then and have disrupted university operations across the state. Early in this process we wanted to understand our exposure, so we studied how state appropriations were affected during the 2007 recession. We concluded that there could be as much as a 10% reduction in funding, and the recovery could follow one of three different trajectories: V-shaped, “lowercase u”-shaped, and “uppercase U”-shaped”. We agreed on four simple guiding principles: (1) Preserve liquidity for a potential recession; (2) Protect and grow the academic enterprise (while others were shrinking); (3) Increase revenues through campus growth and Performance Funding; and (4) Invest in University Advancement and the Foundation. To address the immediate challenge, we identified actions for each recovery trajectory across personnel, contracts, academics, and “other” (e.g., travel, memberships, ...). We also empowered employees to identify and suggest ways to reduce our budget during this difficult time.

Bringing campus back online in the Fall of 2020 was a coordinated effort across the system, as was the move to remote operations. We began by appointing a task force to study academic operations and develop a campus resiliency plan. The task force consisted of three subcommittees: (1) Scenarios of the Future led by Dr. Grisselle Centeno; (2) The Campus Environment led by Vice Provost Kathryn Miller; and (3) The Academic Environment led by Vice Provost Tom Dvorske. We assembled a medical advisory board and regularly shared information and best practices with the other SUS institutions on a twice weekly

teleconference. Our plan was assembled into a Florida Poly Blueprint, was shared with our community for comments, and presented and approved by the Board of Governors in June 2020.

The Blueprint addressed four major issues. A Healthy and Safe Campus discussed the foundational priority that we do everything we can to keep all students and employees healthy and safe by following CDC guidelines. COVID testing identified and prioritized who would be tested, and when, and built a strong collaboration with the local Department of Health and health care providers. Contract Tracing & Surveillance discussed enacting an “early warning surveillance” system that would identify campus breakouts. And Academic Program Delivery developed timelines and academic formats for Fall 2020 instruction. From this plan, we developed a remote instruction capability and offered a hybrid format for the fall semester as discussed in the section above.

OTHER HIGHLIGHTS

We signed a Memorandum of Understanding (MOU) with Florida Southern College for a 4+1 STEM-to-MBA program and delivered new degree programs in Environmental Engineering, Applied Mathematics, and Cybersecurity Engineering.

We conducted an internal study to propose a University of Distinction plan to the Board of Governors that identified a roadmap for becoming a top 15 Undergraduate Engineering Program (No Doctorate) within five years. This program required us to grow the student body, while maintaining or growing student quality, and that we improve our student success metrics. We did a study to identify new potential majors and found our peers saw little growth by adding programs like business and social sciences, and our largest gains would come from growing our engineering students and offering new products. Those new products included double concentrations, combined BS/MS programs, 2+2 programs, and increasing retention. To grow engineering students, we are considering adding Civil Engineering, Industrial Engineering, and/or Computer & Information Sciences degrees. These degrees are attractive because they address projected Florida workforce deficits and can be built from our existing degrees. New concentrations in FINTECH and Marketing Analytics are also being considered, and faculty with expertise in those areas have been recruited.

It is time that we reaffirm our SACSCOC accreditation, and it requires we submit a new compliance certification and a Quality Enhancement Plan. This five-year reaffirmation is significantly more complex than our initial application and was largely completed this year and submitted in September 2021.

We added a new Office of Diversity, Equity, and Inclusion and have had discussions with several groups interested in STEM-oriented charter schools. We created an automated process that sends financial aid funds directly to housing on the student’s behalf, and we are deep into implementing a centralized data hub which will provide timely access to data for improved decision support and automated reporting. We are also nearing a decision on a new Student Information System (SIS) that will improve administrative efficiencies, curriculum management, student financial aid processing, and student services.

Our campus continues to mature. In addition to building the new student space called the Nest, we completed a reclaimed water project that extended Auburndale reclaimed water to our campus, and we began an upgrade to our chiller plant that will provide for future campus growth and redundancy. Our Applied Research Center is on track to be completed Spring 2022, and we began the design-build phase for a new engineering building on campus that will house FIPR and the Environmental Engineering program. We successfully completed an Invitation to Negotiate (ITN) process that allows International Flavors & Fragrances, Inc (IFF) to build their global innovation center on campus, and we are in the early stages of proposing an expansion of the Campus Control Center that will eliminate the trailers and provide

facilities, garage, shop space, and a loading dock. In preparation for the Educational Plant Survey, we conducted a small internal study that built a student growth model that derived faculty, staff, and facility needs to support our planned growth.

Finally, we continue to work with the developer on the business park and it appears that this will become a phased project with initial focus on housing and a much smaller business footprint. We also continue to have a strong relationship with the Pace Road developer that backs up to SunTrax, and we are exploring several opportunities for restaurants, industry, and off-campus housing with him.

Florida Polytechnic University Board of Trustees Policy on Annual Review of the President

This policy supplements Florida Board of Governors ("BOG") regulations and provides guidelines for conducting the annual review and assessment of the President's performance, goals, and compensation by the Board of Trustees ("Board"). This policy outlines the purposes and details the process by which the President's performance, goals, and compensation shall be reviewed by the Board on an annual basis. In addition, a comprehensive review of the President's performance and compensation shall first be conducted toward the latter part of the President's third year of employment with the University and then normally occur at five-year intervals thereafter.

Principles

The Board believes six principles should guide and inform the review of the President's performance:

1. The review should derive from explicit values of the University and from the University's strategic plan, work plan, accountability report, and the BOG's Strategic Plan.
2. The review process should set specific annual goals for the President.
3. Reviewing the President's performance is a non-delegable responsibility of the Board. While other viewpoints may be considered by the Board, specifically those of faculty, the Board must take direct responsibility for the review.
4. The review process should be a reciprocal process that includes a self-evaluation from the President.
5. The review should focus on how well the President advances the major institutional objectives of the University.
6. A formal review should be conducted annually, immediately following the academic year. A comprehensive review should occur the latter part of the President's third year of employment with the University and then normally occur at five-year intervals thereafter. Informal evaluations should occur frequently, in the form of informal conversations between the President and the Board Chair.

Annual Review

Purpose

The purpose of the annual review process is to enable the President to strengthen his or her performance, to enable the President and the Board to set mutually agreeable goals, and to inform the Board's decisions on compensation adjustments and other terms of the President's employment.

Responsibility

The Board is responsible for assessing the President's performance, goals, and compensation. The Board's Governance Committee, as its members shall mutually decide and within the parameters of this policy, is delegated the responsibility for organizing and conducting the annual review process with the President and making recommendations related to the outcome of the annual review, the annual goals, and the President's compensation to the full Board.

Process

1. On or before June 1 of each fiscal year, the President will submit his or her proposed goals for the upcoming fiscal year to the Board Chair and the Governance Committee.
2. The Governance Committee will discuss the goals for the upcoming year with the President and present the proposed goals to the full Board for discussion and approval.
3. In September of each year, the President shall initiate the annual review process by preparing a self-evaluation that addresses higher level activities for the just concluded fiscal year. The President will submit his or her self-evaluation to the Board Chair and the Governance Committee by October 15 of each year. The self-evaluation format will remain the same year to year unless revised by the Committee in consultation with the President in the intervening period.
4. Once the President has submitted the self-evaluation and proposed goals to the Board Chair, the Board Chair shall provide copies of the same to the chair of the BOG and request the chair of the BOG's participation in the annual evaluation; the chair of the BOG may involve the chancellor in the review process. Such participation will include a review of the President's responsiveness to the BOG's strategic goals and priorities and compliance with system-wide regulations.
5. The Governance Committee shall review the self-evaluation and proposed goals and may request any additional information from the President to assist the Board in its review.
6. Prior to the Board meeting at which the President's review, goals, and compensation will be acted upon, the Chair shall send to the President and all members of the Board the self-evaluation and proposed goals, any supplemental information the Governance Committee may have requested of the President and any supplemental information the Governance Committee has developed.
7. The Board shall complete the annual review and make any compensation award contemplated under the President's Employment Agreement no later than December 31 of each year, commencing December 2020.

After the Board's deliberation and action, minutes shall be published to document the review of the President's performance, goals, and any adjustments to the President's compensation.

Outcomes

After the Board's deliberation and action, minutes shall be published to document the review of the President's performance, goals, and any adjustments to the President's compensation.

Comprehensive Review

Purpose

The purpose of the comprehensive review is to strengthen the leadership of the President and Board by assessing the quality of their relationship and the President's performance through an independently conducted process which will normally include a 360° review. The process seeks to gather, on a wide range of management and governance matters, the informed perceptions of leaders of major stakeholder groups, as well as those of the President and trustees.

Responsibility

It is the Board's responsibility to comprehensively assess the quality of the relationship of the President and the Board of Trustees; and the President's performance and compensation, first toward the latter part of the President's third year of employment with the University, and then normally at five-year intervals thereafter. The Governance Committee, as its members shall mutually decide and within the parameters of this policy, is delegated the responsibility for organizing and conducting the comprehensive review process with the President, with the assistance of an independent consultant. The selected consultant shall not be connected, directly or indirectly, with the institution by present or past affiliation. The Board Chair and the President shall be consulted regarding the selection of the consultant. Procedural details shall be decided upon by the Governance Committee, with the consultant's advice and counsel, and within the parameters of this policy.

Process

All activities in this comprehensive review process shall be completed within four months after the selection of the consultant. The activities shall include personal interviews with appropriate individuals, internal and external to the institution, as agreed upon by the Committee and consultant. They also shall agree on the general nature of the questions to ask. A staff member shall be assigned to work directly with the consultant and the Committee.

The customary annual review shall be modified to be consistent with the advice of the consultant and Committee. Prepared in advance of the review process, the President's self-evaluation for years in which a comprehensive review is conducted shall provide a comprehensive picture of the institution's academic, financial, and other indicators of progress during the President's tenure. It should highlight particular achievements, as well as persistent institutional issues.

The Committee shall also decide how best to communicate with the University community and Lakeland and Polk County area before, during, and after this process. The Committee is delegated the authority to agree to (1) the consultant's compensation and an appropriate schedule of payments and reimbursements, (2) the general written and/or oral format for the consultant's report (for later submission to the Committee, President, and Board), and (3) the arrangement by which the consultant will be available to discuss the report with the President and the full Board.

Outcomes

The consultant will provide a comprehensive written report detailing the institution's progress and major achievements during the President's tenure, and the Board will consider the consultant's report in the Board's annual review of the President for that year. The consultant's report shall include substantive recommendations for both the President and the Board designed to strengthen the University's leadership, management, and governance.

*Note: Portions of this policy were selected from the following publication: R. T. Ingram and W. A. Weary, **Presidential & Board Assessment in Higher Education Purposes, Policies & Strategies Appendix B Illustrative Board Policy and Procedures: Annual Presidential Performance Reviews** (Washington, D.C.: Association of Governing Boards of Universities and College Publications, 2000), 57-58.*

Adopted by the Florida Polytechnic University Board of Trustees on February 17, 2021.

Chair's signature:  _____

AGENDA ITEM: VII.

**Florida Polytechnic University
Governance Committee
Board of Trustees
November 10, 2021**

Subject: President's Compensation Adjustments

Proposed Committee Action

Recommend approval of President Randy Avent's compensation adjustments to the Board of Trustees as follows:

1. To award the President _____% increase to his base salary [3.5% or above]; and
2. To award the President a performance compensation bonus in the amount of _____% of his current annual base salary [20-30%].

Background Information

Pursuant to the President's employment agreement and the Board of Trustees Policy on Annual Review of the President, the Board of Trustees must, after conducting an annual review and assessment of the President's performance, make any adjustments to the President's base salary and determine whether to award a bonus/performance compensation.

The Governance Committee is responsible for making a recommendation as to the President's Compensation to the full Board on:

- a. The increase to the President's base salary; and
- b. The performance compensation (bonus)

The President's Employment Agreement provides the following:

4.0 Salary

- 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

- 5.3 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.

Supporting Documentation:

Prepared by: Gina DeIulio, VP & General Counsel

AGENDA ITEM: VIII.

**Florida Polytechnic University
Governance Committee
Board of Trustees
November 10, 2021**

Subject: Renewal of President's Employment for 2022-23

Proposed Committee Action

Recommend the following items to the Board of Trustees :

1. Renewal of President Avent's appointment term commenced on July 7, 2014 for an additional year ending July 6, 2023.
2. Approval of draft Amendment #2 to the President's Employment Agreement.

Background Information

The President's Employment Agreement is set to expire on July 6, 2022. The Board needs to decide whether to renew the President's employment for an additional year (through July 6, 2023) so that the appropriate information can be provided to the Board of Governors for its approval prior to the expiration of the agreement.

If the employment agreement is renewed, the employment agreement must be amended to extend the appointment term. The current agreement and the proposed amendment can be found in the supporting documentation.

Supporting Documentation:

1. Draft Amendment #2 to President's Employment Agreement
2. President's Employment Agreement
3. Amendment #1 to President's Employment Agreement

Prepared by: Gina DeIulio, VP & General Counsel

AMENDMENT #2 TO THE PRESIDENT’S EMPLOYMENT AGREEMENT
Dated June 23, 2020

THIS AMENDMENT #2 to the President’s Employment Agreement (“Amendment”) is made and entered into on this ___ day of ___ 20__ by and between The Florida Polytechnic University Board of Trustees (the “University”), and Randy K. Avent (the “President”).

WHEREAS, the University and the President entered into a new President’s Employment Agreement on June 23, 2020 (“Agreement”);

WHEREAS, it is the desire of the parties to further amend the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of their parties hereto, the University and the President hereby amend the Agreement as follows:

1. Strike section 3.1 of the Agreement in its entirety and replace with the following:
3.1 Presidential Appointment Term. The appointment as President (“Presidential Appointment Term”) commenced on July 7, 2014 and ends on July 6, 2023~~2~~. 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.
2. All other terms and conditions of the Agreement shall remain unchanged and in effect throughout the duration of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

**The Florida Polytechnic University
Board of Trustees**

By: _____
Cliff Otto
Chairperson, Board of Trustees

Date _____

President

By: _____
Dr. Randy K. Avent

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 to 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

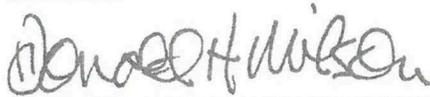
27.1 The President understands that the services to be rendered by him under this Agreement will cause him to recognize taxable income, which is considered under the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder as compensation income subject to the withholding of income 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 Donald Wilson, 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**

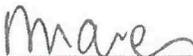


By: Donald Wilson
Chairperson

Date

June 23, 2020

President



Dr. Randy K. Avent

Date

6/23/2020

**AMENDMENT #1 TO THE
PRESIDENT’S EMPLOYMENT AGREEMENT DATED JUNE 23, 2020**

THIS AMENDMENT #1 to the President’s Employment Agreement (“Amendment”) is made and entered into on this 23rd day of June, 2021 by and between The Florida Polytechnic University Board of Trustees (the “University”), and Randy K. Avent (the “President”).

WHEREAS, the University and the President entered into a new President’s Employment Agreement on June 23, 2020 (“Agreement”);

WHEREAS, it is the desire of the parties to further amend the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of their parties hereto, the University and the President hereby amend the Agreement as follows:

1. Strike section 3.1 of the Agreement in its entirety and replace with the following:

3.1 Presidential Appointment Term. The appointment as President (“Presidential Appointment Term”) commenced on July 7, 2014 and ends on July 6, 2022. 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.
2. All other terms and conditions of the Agreement shall remain unchanged and in effect throughout the duration of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

**The Florida Polytechnic University
Board of Trustees**

By: 

Cliff Otto
Chairperson, Board of Trustees

Date June 23, 2021

President

By: 

Dr. Randy K. Avent

Date June 23, 2021

**Florida Polytechnic University
Governance Committee
Board of Trustees
November 10, 2021**

Subject: BOT Resolution on Powers and Duties of the President

Proposed Committee Action

Review the existing policies and recommend approval of the revised draft Florida Polytechnic University Board of Trustees 2021-004 Resolution on Powers and Duties of the President to the Board of Trustees.

Background Information

Resolution on Powers and Duties of the President was first adopted on September 16, 2014 and amended on October 31, 2017. The Committee is being asked to finalize review of the existing resolution to see if any changes are warranted. The redlined draft reflects the changes discussed in the last Committee meeting related to procurement agreements.

The Committee will discuss authority as relates to construction contracts and change orders, and settlement of claims and make recommendations on changes, if any.

Supporting Documentation:

1. Draft Resolution on Powers and Duties of the President

Prepared by: Gina DeIulio, VP & General Counsel

THE FLORIDA POLYTECHNIC UNIVERSITY BOARD OF TRUSTEES

Board of Trustees
Resolution ~~2017-003~~2021-
004

SUBJECT: Powers and Duties of the President

The Florida Polytechnic University Board of Trustees hereby adopts the following Resolution:

The Florida Polytechnic University Board of Trustees hereby rescinds the prior Board of Trustees Resolution ~~2014-001~~2017-003 and resolves to establish the powers and duties of the President of Florida Polytechnic University as follows:

The President shall serve as the Chief Executive Officer and Corporate Secretary of the Board of Trustees, and shall be responsible for the operation and administration of the University consistent with the authority delegated as may be made by the Board of Trustees from time to time. In carrying out these powers and duties, the President shall:

(1) University Administration and Oversight.

- (a) Organize the University to efficiently and effectively achieve its goals, and periodically review and provide reports to the Board of Trustees on University operations in order to determine how effectively and efficiently the University is being administered and whether it is meeting the strategic goals of the University, including the goals of its strategic plan adopted by the Board of Governors and other strategic goals for advancement of the University endorsed by the Board of Trustees.
- (b) Prepare a strategic plan in alignment with the Board of Governors' system wide strategic plan and regulations, and the University's mission for consideration and approval by the Board of Trustees for submission to the Board of Governors.
- (c) Prepare a multi-year workplan for consideration and approval by the Board of Trustees for submission to the Board of Governors that outlines the University's top priorities, strategic directions, and specific actions and financial plans for achieving those priorities, as well as performance expectations and outcomes on institutional and system wide goals. The workplan shall reflect the University's distinctive mission and focus on core institutional strengths within the context of State University System goals and regional and statewide needs, as well as national and global needs as applicable to the University's mission.
- (d) Prepare and periodically update a policy addressing conflicts of interest for the Board of Trustees and University employees.

(e) Maintain an effective information system to provide accurate, timely, and cost-effective information about the University, and require that all data and reporting requirements of the Board of Trustees and Board of Governors be met.

(f) Take routine administrative actions on behalf of the Board of Trustees related to the development, adoption, amendment or repeal of University regulations, or any action required under the Florida Administrative Procedures Act, Chapter 120, Florida Statutes. This authority does not include the final approval of University regulations.

(g) Propose regulations for approval by the Board of Trustees, when appropriate.

(h) Establish procedures related to data and technology, including information systems, communications systems, computer hardware and software, and networks.

(i) Secure comprehensive general liability insurance and other forms of insurance, as necessary, pursuant to sections 1001.706(4)(d) and 1004.24, Florida Statutes.

(j) Provide for payment of the cost of civil actions against officers, employees, or agents of the Board of Trustees.

(k) Govern traffic on the grounds of the University and in other areas in accordance with law and any mutual aid agreements entered into with other law enforcement agencies.

(l) Establish the program for campus safety and emergency preparedness, including safety and security measures for University personnel, students, and campus visitors.

(m) Close all or portions of the University campus and cease normal operations and services in the event of an emergency, when, in the President's judgment, such action would protect the safety, health and welfare of the University faculty, students and staff, and the University facilities and grounds. In exercising this authority, the President is authorized to determine and assign those employees who are required to provide essential services.

(n) Consult with the Chancellor of the State University System prior to recommending any acquisition, establishment, reclassification, relocation, or closure of additional campuses or special purpose centers to the Board of Trustees.

(o) To serve as Corporate Secretary of the Board of Trustees, and in the capacity of Secretary, shall give notice of all meetings of the Board of Trustees and its committees, set the agenda for meetings of the Board of Trustees in consultation with the chair, record and maintain the minutes of any Board of Trustee or committee meetings, including a record of all votes cast, in accordance with Florida Statutes section 286.011(2) attest to all documents which have been executed by the Board of Trustees, and act as custodian of the Corporate Seal.

(p) Consult with the Board of Trustees in a timely manner on any matters appropriate to its policy-making and fiduciary functions and serve as the University's key spokesperson.

(q) Execute all documents on behalf of the University and the Board of Trustees consistent with law, Board of Governors and Board of Trustees resolutions, rules, regulations and policies and the best interests of the University. No such document may purport to limit any Board of Trustees member's individual discretion in discharging the responsibilities of a Trustee.

(2) Academic Programs and Student Affairs.

(a) Propose for adoption by the Board of Trustees, as appropriate, University regulations or policies in areas including, but not limited to:

1. Authorization and discontinuance of degree programs;
2. Articulation and access;
3. Admission and enrollment of students;
4. Minimum academic performance standards for the award of a degree;
5. Student financial assistance;
6. Student activities and organizations;
7. Student records and reports;
8. Antihazing, related penalties, and program for enforcement;
9. Reasonable accommodation of religious observances;
10. Textbook and instructional materials affordability; and
11. Uniform Student code of conduct and related penalties.

Such regulations or policies shall be consistent with any applicable Board of Governors' regulations.

(b) Recommend to the Board of Trustees the establishment and termination of undergraduate and graduate degree programs.

(c) Develop, approve, and implement non-degree, including non-college credit, granting educational programs of the University.

(d) Award degrees, including posthumous, in memoriam and honorary degrees.

(e) Develop, approve, and enter into agreements for student exchange and study abroad programs and implement such programs, including without limitation those that are ancillary to the degree and non-degree, including non-college credit, granting programs of the University.

(f) Establish the internal academic calendar of the University within general guidelines of the Board of Governors.

(g) Govern admissions.

(h) Establish a committee to periodically review and evaluate the student disciplinary system. At least one-half of the members of the committee shall be students appointed in consultation with the student body president.

- (i) Approve the internal procedures of student government organizations.
- (j) Provide purchasing, contracting and budgetary review process for the student government organizations.
- (k) Approve, if necessary, the establishment of an educational research center for child development in accordance with the provisions of section 1011.48, Florida Statutes.
- (l) Administer all aspects of the University intercollegiate athletics program, if any, with periodic reports to the Board of Trustees on the operations of the program including, but not limited to, finances, audit and compliance, and changes in key personnel.

(3) Personnel.

- (a) Establish and implement policies and procedures to recruit, appoint, transfer, promote, compensate, evaluate, reward, demote, discipline, and remove personnel, in accordance with regulations and policies of the Board of Trustees and the Board of Governors.
- (b) Consult with the Chair of the Board of Trustees, or other trustee designee, on the hiring, dismissal, and compensation of any person serving in a Vice President capacity or other executive direct report position to the President or the Board of Trustees, and the Chief Audit Executive and Chief Compliance Officer. The President shall also consult with the Board Chair on an annual basis to review the positions covered by this provision and amend the list based on the mission and strategic priorities of the University. The General Counsel, Chief Audit Executive and Chief Compliance Officer shall report to the Board of Trustees and the President.
- (c) Approve travel in accordance with section 112.061, Florida Statutes.
- (d) Serve as the University representative with regard to administering collective bargaining matters; appoint members to the collective bargaining teams to negotiate agreements on behalf of the Board of Trustees; and execute on behalf of the Board of Trustees final agreements approved by the Board of Trustees after ratification by collective bargaining units.

(4) Financial Management.

- (a) Keep the Board of Trustees apprised of the financial condition of the University and any direct support organizations certified by the Board of Trustees or affiliated organizations subject to the oversight of the Board of Trustees.
- (b) Prepare an institutional budget request, including a request for fixed capital outlay, and an operating budget for approval by the Board of Trustees.
- (c) Recommend to the Board of Trustees a schedule of tuition and fees to be charged by the University in accordance with the provisions in section 1009.24, Florida Statutes.

(d) Recommend to the Board of Trustees a regulation for the waiver for tuition and fees pursuant to law and regulations established by the Board of Governors.

(e) Account for expenditures of all state, local, federal, and other funds in accordance with guidelines or regulations established by the Board of Governors, and as provided by state or federal law.

(f) In accordance with the provisions of section 1011.40, Florida Statutes, prepare the operating budget of the University as prescribed by law, regulations of the Board of Governors, policies of the Board of Trustees, and provisions of the General Appropriations Act, for approval by the Board of Trustees. The proposed expenditures, plus transfers, and balances shall not exceed the estimated income, transfers, and balances. The budget and each part thereof shall balance. If at any time the unencumbered balance in the education and general fund of the Board of Trustees approved operating budget goes below 5 percent, the President shall provide written notification to the Board of Governors.

(g) Enter into agreements for, and accept, credit card payments or other electronic payments as compensation for goods, services, tuition, and fees.

(h) Establish policies and procedures for the performance of annual internal audits of University finances and operations. All reports generated from such audits must be submitted to the Board of Governors after review and acceptance by the Board of Trustees.

(i) Establish policies and procedures for the implementation of appropriate financial controls, with review by the University's internal auditor.

(j) To authorize budget transfers from depositories or accounts, and sign checks or otherwise authorize payment of legal obligations of the University in accordance with section 1011.42(7), Florida Statutes.

(k) Perform banking transactions, which authority may also be delegated to the Vice President and Assistant Vice President for Administration and Finance, the University Controller and Associate Controller, the University Treasurer, and other positions deemed by the President or senior designee reporting to the President to have responsibility for financial matters.

(l) Employ private attorney services after consulting with the university's General Counsel.

(m) Employ the services of collection agencies when deemed advisable in collecting delinquent accounts and to charge off and settle accounts when uncollectible. The President will annually report the status of accounts receivable charge-offs to the Board, which may be provided through the university's financial statements or reports.

(n) Ensure the Board of Trustees is presented with sufficient information for prudent decision-making for projects subject to the Board of Governors Debt Management Guidelines and Public-Private Partnership Guidelines, and University guidelines.

(5) Property and Purchasing.

(a) Administer a program for the maintenance and construction of facilities pursuant to Chapter 1013, Florida Statutes; certify to the Board of Governors or Department of Education, as requested, a project's compliance with the requirements for expenditure of Public Education Capital Outlay funds.

(b) Ensure that all plans for construction, renovation, remodeling, or demolition of any educational or ancillary plants conform to the requirements of the Florida Building Code and the Florida Fire Prevention Code. The President is authorized to submit documents to the Board of Governors or Department of Education, as appropriate, and to award contracts subsequent to and consistent with Board of Trustee approval of the scope, timeframes, funding source, and budget of a survey-recommended project. (F.S. section 1013.371).

(c) Act for the Board of Trustees as custodian of all University property.

(d) Approve and execute contracts for: purchase, sale, lease, license, or acquisition of commodities, goods, equipment, and contractual services; leases of real and personal property; and construction in accordance with Board of Governors' regulations. The acquisition may include purchase by installment or lease-purchase. Such contracts may provide for payment of interest on the unpaid portion of the purchase price.

(e) Approve and execute contracts for the purchase, sale, lease, license or acquisition of commodities, goods, equipment and contractual services, including professional architectural services (Purchasing Agreements) with a contract value up to and including ~~\$500,000~~1,000,000 (contract value includes initial term and all potential renewals).

For Purchasing Agreements where the contract value exceeds ~~\$500,000~~1,000,000, approval of the Chair of the Finance and Facilities Committee ~~Board of Trustees' approval~~ is required prior to executing the Purchasing Agreement. In addition, if there are subsequent amendments to a Purchasing Agreement that would cause the contract value of the agreement to exceed ~~\$500,000~~2,000,000, approval by the Finance and Facilities Committee is required prior to executing the amendments.

~~At each regular~~On an annual basis, the Finance and Facilities Committee ~~meeting, the committee~~ will be provided an update on the current Purchasing Agreements (which shall include the vendor's name and expenditures to date for those contracts awarded) with a contract value in excess of ~~\$200,000~~1,000,000 as an informational item.

Purchasing Agreements related in scope that are with the same vendor shall be aggregated for the purposes of determining approval authority and reporting requirements.

(f) Approve and execute contracts for the lease, rental, or use of real property (Lease Agreements) for University-related purposes where the University is the lessee/renter/user, provided the term of the Lease Agreement does not exceed 5 years or 25,000 square feet.

For Lease Agreements where the agreement exceeds 5 years or 25,000 square feet, the Board of Trustees' approval is required prior to executing the Lease Agreement. In addition, if there are subsequent amendments to a Lease Agreement that would cause the agreement to exceed 5 years or 25,000 square feet, approval by the Finance and Facilities Committee is required prior to executing the amendments.

(g) The President has authority to approve and execute contracts for leasing University real property to a third party, provided the term of the contract does not exceed 3 years.

For contracts where the term exceeds 3 years, the Board of Trustees' approval is required prior to issuing the competitive solicitation or prior to executing the contract.

(h) Approve and execute contracts for minor construction projects up to \$2,000,000. For construction projects and capital facilities contracts greater than \$2,000,000, the Board of Trustees must approve the project prior to the execution and will authorize the President to sign the contract. In addition, for such construction projects and capital facilities contracts greater than \$2,000,000, the Board of Trustees must approve and authorize the President to sign the contract with the professional architect.

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(i) In accordance with the provisions of section 1013.48, Florida Statutes, approve change orders in the name of the Board of Trustees for amounts not exceeding \$100,000. All such approvals shall be for the purpose of expediting the work in progress. The President may approve and execute change orders for an amount exceeding \$100,000 only after consultation with and approval of the chair of the Finance and Facilities Committee, or if the chair has a conflict of interest, the Board Chair's designee. The Board Chair and Vice Chair shall be notified of all change orders and will be included as an informational item on the Finance and Facilities Committee agenda.

Change orders exceeding \$100,000 require the approval of the Board of Trustees Finance and Facilities Committee prior to execution.

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All change orders shall be reported to the Board of Trustees and entered in to the official minutes as soon as practicable at a regular meeting of the Board.

(j) Regulate the use, maintenance, protection, and control of, and the imposition of charges for, University-owned or University-controlled buildings and grounds, property and equipment, name trademarks and other proprietary marks, and the financial and other resources of the University.

(k) Adjust property records and dispose of state-owned tangible personal property in the University's custody in accordance with the procedures established by the Board of Trustees. Notwithstanding the provisions of section 273.055(5), Florida Statutes, all moneys received from the disposition of state-owned tangible personal property shall be retained by the University and disbursed for the acquisition of tangible personal property and for all necessary operating expenditures. The University shall maintain records of the accounts into which such moneys are deposited.

(l) Protect, develop, and transfer the work products of University personnel and other University agents and contractors, which authority shall include but not be limited to licensing, assigning, selling, leasing, or otherwise allowing the use of or conveying such work products and securing and enforcing patents, copyrights, and trademarks on such products.

(m) In accordance with section 705.18, Florida Statutes, and Board of Governors' regulation, take charge of any lost or abandoned personal property found on the University campus or on premises owned or controlled by the University or any direct support organization thereof. If the property is not claimed by the owner within 30 days after it is found, or a longer period of time as may be deemed appropriate by the President, the President or his or her designee shall dispose of or make use of the property in accordance with established policies and procedures that best meet the needs of the University.

(n) Prepare a campus master plan for adoption by the Board of Trustees, prepare a campus development agreement for execution by the Board of Trustees, pursuant to section 1013.30, Florida Statutes, and report on progress under the Master Plan.

(o) Recommend for adoption and promulgation by the Board of Trustees, regulations establishing basic criteria related to procurement, including procedures and practices to be used in acquiring commodities and contractual services, in accordance with Board of Governors' regulations.

(p) Exercise responsibility for the fire safety and sanitation of public educational and ancillary plants.

(6) Miscellaneous Powers and Duties.

(a) In accordance with section 1004.28, Florida Statutes, and Board of Governors' regulation, recommend to the Board of Trustees for final approval, the creation and certification, as well as the decertification and dissolution, of direct support organizations, and any other affiliated organization of the University whose authorizing legislation, bylaws or agreement with the University so requires, in order to serve the needs or further the interests of the University.

(b) Appoint a representative to the governing boards of each direct support organization or any other affiliated organization of the University. Prior to appointing representatives to the governing boards of direct support organizations or any other affiliated organization of the University, the President shall consult with the chair of the Board, or other trustee designee.

(c) Accept gifts, grants, bequests, and devise on behalf of the university and control the University's fund-raising activities.

(d) In accordance with the terms specified by the donor, to designate the purpose for which, and the location at which, the income and/or principal of a gift shall be used and to make allocations in accordance therewith.

(e) To determine, consistent with any expressed intent of the donor, the purpose for which and the location at which a gift shall be used, to determine whether income and/or principal shall be used,

and to make allocations and reallocation in accordance therewith, to the extent not specified by the donor of a gift.

(f) Establish policies regulating the administration and operation of the University Division of Sponsored Research. The President, or his or her designee, is authorized to negotiate, enter into, and execute research contracts; to solicit and accept research grants and donations; and to fix and collect fees, other payments, and donations that may accrue by reason thereof. The President or his or her designee may negotiate, enter into, and execute contracts on a cost-reimbursement basis and may provide temporary financing of such costs prior to reimbursement from moneys on deposit in a sponsored research development fund, except as may be prohibited elsewhere by law.

(g) All purchases of a division of sponsored research shall be made in accordance with the policies and procedures of the University and the purchasing regulations of the Board of Governors; however, upon certification addressed to the President that it is necessary for the efficient or expeditious prosecution of a research project, the President may exempt the purchase of material, supplies, equipment, or services for research purposes from the general purchasing requirement of the Florida Statutes.

(h) Comply with all applicable laws, rules, regulations, and requirements.

(i) Minimize university risk and manage the university's risk management program.

(j) Delegate in writing to any employee of the University who:

1. is a Vice President with responsibility in an area relating to the subject matter of the delegation; or

2. is a manager with responsibility in an area relating to the subject matter of the delegation who reports directly to a position at or above the level of Vice President; or

3. holds a position at the University that is equivalent in seniority or responsibility to a Vice President or such manager, as determined by the President or the Vice President for Human Resources; or

4. is deemed by the President to have the appropriate capabilities,

provided that the delegation specifies the date of the delegation, the name and title of the delegee, the particular authority or portion of authority being delegated and a copy of such delegation is filed with the delegee and with the Vice President and General Counsel of the University, and a summary table of the delegations is provided to the Board of Trustees. Although the president may re-delegate to appropriate officials, the president retains the final authority and responsibility for the administration of the university and may condition, limit, or revoke any delegated signature authorities at any time. Authorities the President reserves may not be exercised by any other person, unless expressly authorized by administrative policy or presidential directive.

(k) Initiate, defend, and settle lawsuits and claims and appeal adverse rulings when doing so would be in the best interests of the University. Notice and reports referenced below may be oral.

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For settlement of claims up to \$300,000, the President may take action. For settlement of claims greater than \$300,000, but less than \$750,000, the President may take action after consultation with the Chair of the Board of Trustees. For claims above \$750,000, the President will consult with and obtain the approval of the Board Chair prior to taking action and will notify the Board Vice Chair.

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The President shall notify all trustees about settlements at or above \$300,000.

(l) Act on behalf of the University in those instances where Federal law, Florida law, or Board of Governors guidelines or regulations designate the university president as having the authority to act.

(m) Have vested with the University President or President's designee the powers, duties and authority that is vested with the University; to exercise the authority and duties delegated by the Board of Trustees to the President in accordance with University regulations, policies and conditions contained in the Board of Trustees written delegations of authority, and as required by Board of Governors directives and state and federal law.

(n) Perform such other duties as are not retained by the Board of Trustees and as may be necessary or appropriate for the administration of the University, in compliance with any applicable laws, Board of Trustees and Board of Governors' regulations, policies, and resolutions.

(o) Issue directives and executive orders. Such directives and orders shall not violate existing Board of Trustees policies.

(p) Nothing in this resolution should be construed as limiting or divesting the Board of Trustees' right to exercise any authority or responsibility as deemed appropriate.

(q) If any additional contract or other matter of the University, a direct support organization, or other University affiliated entity, beyond ordinary standards and not covered by specific standards, would be considered material to the University and/or a direct support organization or University affiliated entity, including its resources or reputation, or would generate significant media attention, the President or designee is expected to confer with the chair of the Board and to notify the vice chair of the Board. Also, if any matter is expected to generate significant media attention outside of the ordinary course, the President is expected to notify the full Board of Trustees. The chair of the Board and the President shall collaborate over time to support their mutual understanding of this expectation, recognizing that there are judgments involved for both of them.

Adopted by the Florida Polytechnic University Board of Trustees on ~~October 31, 2017~~ November 17, 2021.

Signed: Signed by Frank T. MartinCliff Otto, original is maintained in Board Office
Frank T. MartinCliff Otto, Chair

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Resolution Presidents Powers and Duties 2017final

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