



FLORIDA POLYTECHNIC  
UNIVERSITY

## Governance Committee Meeting

Wednesday, March 13, 2019  
11:30 am – 12:00 pm

Florida Polytechnic University  
**Student Development Center**  
4700 Research Way, Lakeland, FL 33805-8531

Dial In Number: 240-454-0887 | Access Code: 640 192 975#

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Rear Admiral Philip Dur, Chair  
Cliff Otto

Dr. Louis Saco, Vice Chair  
Bob Stork

Frank Martin  
Henry McCance

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### AGENDA

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| I. Call to Order  | Rear Admiral Philip Dur, Chair              |
| II. Roll Call   | Sherri Pavlik                               |
| III. Public Comment   | Rear Admiral Philip Dur, Chair              |
| IV. <a href="#">Approval of the December 5, 2018 Minutes</a><br>*Action Required*   | Rear Admiral Philip Dur, Chair              |
| V. <a href="#">2018-2020 Governance Committee Work Plan Review</a>  | Rear Admiral Philip Dur, Chair              |
| VI. <a href="#">Renewal of President Avent's Agreement and Approval of Amendments to the Agreement</a><br>*Action Required* | Cliff Otto, Board of Trustees<br>Vice Chair |
| VII. Closing Remarks and Adjournment  | Rear Admiral Philip Dur, Chair              |

Florida Polytechnic University  
Board of Trustees

Governance Committee Meeting

**DRAFT MEETING MINUTES**

Wednesday, December 5, 2018  
10:00 AM-11:00 AM

Florida Polytechnic University, 4700 Research Way, Lakeland, FL 33805

I. Call to Order

Committee Chair Dur called the Governance Committee meeting to order at 10:05 a.m.

II. Roll Call

Sherri Pavlik called the roll: Committee Chair Philip Dur, Committee Vice Chair Louis Saco, Trustee Frank Martin, Trustee Cliff Otto, Trustee Bob Stork, and Trustee Gary Wendt were present (Quorum).

Other trustees present: Chair Don Wilson.

Staff present: President Randy Avent, Ms. Gina Delulio, Mr. Rick Maxey, Ms. Kathy Mizereck, Mr. David Blanton, Mr. Derek Horton, Mrs. Kim Abels, Ms. Sherri Pavlik and Ms. Michele Rush.

III. Public Comment

There were no requests received for public comment.

IV. Approval of Minutes

**Trustee Stork made a motion to approve the Governance Committee meeting minutes of September 5, 2018. Trustee Martin seconded the motion; a vote was taken, and the motion passed unanimously.**

V. 2018-2020 Governance Committee Work Plan Review

Committee Chair Philip Dur started the meeting with a review of the Committee's work plan. As training was on the plan for this meeting, Trustee Dur suggested that each Trustee obtain a hard copy of the materials that were at the Trustee Summit in November at Florida Atlantic University, specifically materials on the following:

1. Strategies for success in retention/graduate rates at Florida public universities
2. US News & World Report rating, specifically the criteria used to rate universities' strengths and weaknesses
3. Successful fundraising for public universities

4. Navigating a crisis/risk management; definitions of crisis refer to active shooter, sexual assaults, cheating scandals, and etc.

Trustee Dur stated the Board must be attentive and available to come together quickly in the event of a crisis situation. Trustees are accountable to the University System for ensuring that the University has the appropriate tools to deal with a variety of issues. The Board also needs to know its responsibilities to ensure administration has a plan in the event of a crisis and to understand how the Board assists administration to navigate through a crisis.

Trustee Stork inquired about Trustee onboarding and requested to see a documented handbook listing the Trustee responsibilities. Online training videos from various departments may also be an idea for onboarding. Mr. Rick Maxey and Mrs. Kris Wharton will be participating in a conference call with other SUS institutions to discuss their respective Board of Trustees onboarding program and materials. Following this session, Mr. Maxey and Mrs. Wharton will update the current Board of Trustees onboarding handbook which will include documentation on overall responsibilities.

#### VI. FPU-10.002 Direct Support Organization Regulation

Ms. Gina Delulio stated there is both a policy and rule regarding Direct Support Organizations (DSO). DSOs are separate entities certified by the Board of Trustees (BOT) and exist solely to support or benefit the University. Florida statutes were recently revised to establish more oversight of University DSOs by the Board of Trustees; additional major changes were also made to the statute.

Ms. Delulio requested the Committee first approve the proposed regulation, FPU-10.002 Direct Support Organizations Regulation, which takes the place of FPU-6C13-10.002 University Direct Support Organizations. The proposed regulation amends the existing rule by incorporating changes to the DSO statute that are required pursuant to Section 1004.28, Florida Statutes and the revised BOG regulation as listed below:

1. Sets thresholds for the BOT's approval of DSO purchases, acquisitions, projects, and issuances of debt, specifically, in excess of
  - a. One million dollars (\$1,000,000) for the acquisition of real property
  - b. One million dollars (\$1,000,000) for constructing or renovating a facility
  - c. Five hundred thousand dollars (\$500,000) total contract value for the purchase of goods and services.
2. Requires a DSO (Foundation) to comply with SUS Debt Management Guidelines and SUS Public-Private Partnership Guidelines. These already exist and have been complied with.
3. Requires the BOT Chair to appoint at least one representative to a DSO board of directors.
4. Requires the BOT to approve appointments and reappointments to the DSO board of directors.
5. Prohibits the use of state funds for DSO travel expenses.
6. Prohibits a DSO from giving any gift to a political committee.
7. States that University personnel services used by a DSO are subject to the remuneration requirements in Section 1012.976, Florida Statutes.
8. Requires any subsequent amendments to a DSO Articles of Incorporation to be approved by the BOT.

There were no comments received after publishing the Notice of the Proposed Regulation on the University's website on November 5, 2018. The process for rescinding the Rule is contingent upon the approval of adoption of the regulation.

The committee discussed the amounts specified as thresholds.

**Trustee Otto made a motion to recommend approval of the FPU-10.002 Direct Support Organization Regulation to the Board of Trustees with the following changes:**

**(11)(a) amount to be amended to “five hundred thousand dollars \$500,000”**

**(11)(b) amount to be amended to “five hundred thousand dollars \$500,000”**

**Trustee Wendt seconded the motion; a vote was taken, and the motion passed unanimously.**

VII. Repeal of Rule 6C3-10.002 University Direct Support Organizations

Ms. Delulio stated that as a result of the legislature’s recently amended Section 1004.28, Florida Statutes regarding DSOs, the University is no longer required to have University Rule 6C13-10.002 University Direct Support Organizations; instead, the University is required to have a regulation. The content of the rule, in addition to provisions and revisions necessitated by Section 1004.28, Florida Statutes and BOG regulation, has been incorporated into University regulation FPU-10.002 University Direct Support Organizations.

Upon approval of repeal of the rule by the Board, the Notice of Proposed Rule will be published.

**Trustee Martin made a motion to recommend approval of the repeal of Rule 6C3-10.002 University Direct Support Organizations to the Board of Trustees. Trustee Otto seconded the motion; a vote was taken, and the motion passed unanimously.**

VIII. BOT Policy on Public Comment at Board of Trustees Meetings

Ms. Delulio discussed how Section 286.0114 of Florida Statutes provides that members of the public are to be given a reasonable opportunity to be heard on a proposition before the Board. Additionally, the Board is permitted to adopt policies to govern the opportunity to be heard. When following such policies, the Board is deemed to be in compliance with Section 286.0114, Florida Statutes.

The proposed policy establishes the guidelines for public comment in order to maintain orderly conduct and proper decorum at meetings of the Board and are substantially the same as what exist in the Board’s Bylaws.

**Trustee Saco made a motion to recommend approval of the Board of Trustees Policy on Public Comment at Board of Trustees Meetings to the Board of Trustees. Trustee Martin seconded the motion; a vote was taken, and the motion passed unanimously.**

IX. Creation and Operation of a BOT Executive Committee

The Board voted at the last meeting to set a goal to create an Executive Committee to improve Board of Trustee operations. The Committee reviewed the summary of practices of other SUS institutions that use an Executive Committee and agreed that Florida Poly’s Executive Committee’s membership should consist of the Board Chair, the Board Vice Chair, and the Chairs of the standing committees, and that the University President be included as a non-voting member. Since the Executive Committee would be acting on behalf of the Board of Trustees as a whole, it should have representation from the standing committees, the officers of the Board, and the President who is Secretary to the board.

Staff made the recommendation that the Executive Committee’s authority should:

- Be limited to only those items that are time-sensitive (e.g. items where it is not prudent to wait until the next Board meeting to address, such as a contract)
- Not be exercised where the law, Board of Governors regulations, or Board of Trustees policies or bylaws require that the action be taken by the full Board of Trustees (e.g. Bylaw changes, regulation approvals, or specific instances)

That the Executive Committee not be authorized to act on the following matters:

- Board officer selection;
- Appointing and removing the President;
- Approving or discontinuing programs;
- Changes in institutional mission or purposes;
- Changes to the Board's bylaws;
- Incurring of indebtedness;
- Adoption of the annual operating and capital outlay budgets and the University's Capital Improvement Program list for funding by the Legislature, including the Public Education Capital Outlay list; and
- Sale or other disposition of the real property in the BOT's name.

The Executive Committee would be required to report back to the Board of Trustees at the next Board meeting any actions it took

The Board's Bylaws will be updated to reflect the Board's decision.

**Trustee Wendt made a motion to recommend approval of the creation and operation of a Board of Trustees Executive Committee to the Board of Trustees with membership as agreed, and authority limited as recommended by staff. Trustee Martin seconded the motion; a vote was taken, and the motion passed unanimously.**

X. Trustees' Handling of Complaints

The role of the Trustees in responding to unsolicited complaints was discussed. The Trustees were advised to forward any complaints to David Blanton and/or Gina Delulio for handling. David Blanton informed the Trustees that he logs all complaints and reports them to the Audit & Compliance committee monthly. Various avenues for submitting a complaint are available, including a telephone hotline. President Avent further stated allegations regarding illegal activities and the safety of students must be taken seriously in all cases, which is the case at Florida Polytechnic University.

It was determined that no direct response to these emails is needed from the Trustees. Mr. Blanton will provide any necessary responses and will keep Trustees informed of what is happening with each complaint.

XI. Committee Chair Dur thanked the committee and with no further business to discuss, adjourned the meeting at 11:03 a.m.

**Florida Polytechnic University  
Governance Committee  
Work Plan 2018-2020**

February 28, 2018	May 22-23, 2018	September 5, 2018	December 5, 2018
	<ul style="list-style-type: none"> <li>• Make recommendations to Board on President’s proposed goals for 2018-2019, President’s 2017-2018 evaluation outcome and compensation</li> <li>• Consultant report on BOT self-assessment survey</li> </ul>	<ul style="list-style-type: none"> <li>• 2019 Government Relations Plan</li> <li>• Discussion on BOT self-assessment</li> </ul>	<ul style="list-style-type: none"> <li>• Discuss board training needs</li> </ul>
March 13, 2019	May 21-22, 2019	September 11, 2019	December 11, 2019
<ul style="list-style-type: none"> <li>• Make recommendation on renewal of President’s employment agreement</li> </ul>	<ul style="list-style-type: none"> <li>• Make recommendations to Board on President’s proposed goals for 2019-2020, President’s 2018-2019 evaluation outcome and compensation</li> </ul>	<ul style="list-style-type: none"> <li>• 2020 Government Relations Plan</li> </ul>	<ul style="list-style-type: none"> <li>• Discuss board training needs</li> </ul>
February 2020	May 2020	September 2020	December 2020
<ul style="list-style-type: none"> <li>• Start process of making nominations</li> </ul>	<ul style="list-style-type: none"> <li>• Make recommendations to Board on President’s proposed goals for 2020-2021, President’s 2019-2020 evaluation outcome and compensation</li> </ul>	<ul style="list-style-type: none"> <li>• 2021 Government Relations Plan</li> </ul>	<ul style="list-style-type: none"> <li>• Discuss board training needs</li> </ul>

**Florida Polytechnic University  
Board of Trustees  
Governance Committee**

**Subject: Renewal of President Avent's agreement and approval of amendments to the agreement**

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**Proposed Action**

Recommend approval of Amendment #2 to the President's Employment Agreement to the Board of Trustees.

**Background Information**

In July 7, 2014 the Board of Trustees approved the President's Employment Agreement ("Agreement") with a term ending on July 6, 2019. Any renewals of the Agreement must be approved by the Board and the Board of Governors. SUS institutions are allowed to offer multi-year contracts for **new** presidents only; presidents who have completed their first term may be provided one year renewals. Therefore, the amendment would result in renewing the term of Dr. Avent's employment agreement until July 6, 2020.

The highlights of Dr. Avent's leadership at the University during the initial term of the Agreement are provided in the supporting documentation.

In addition, there are two changes that have been made to the proposed draft Amendment #2 to the President's Employment Agreement:

1. Revising addresses related to notice to keep them current.
2. Revising subsection 6.2 of the Agreement to allow for that portion of the President's compensation that exceeds the limits set forth in Florida Statutes §1012.975 to be paid by the Foundation and/or out of the University's Auxiliary Funds.

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**Supporting Documentation:**

1. Draft Amendment #2 to the President's Employment Agreement
2. President's Employment Agreement
3. Amendment #1 to the President's Employment Agreement
4. President's 2014-2019 Accomplishments

**Prepared by: Regina DeIulio, VP and General Counsel**

## AMENDMENT #2 TO THE PRESIDENT'S EMPLOYMENT AGREEMENT

**THIS AMENDMENT #2 to the President's Employment Agreement** ("Amendment") is made and entered into on this \_\_\_ day of \_\_\_ 2019 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 the President's Employment Agreement on July 7, 2014 ("Agreement");

**WHEREAS**, the parties entered into Amendment #1 to the President's Employment Agreement on June 18, 2015, and

**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. Subsection 3.1 of the Agreement is hereby amended to add the following sentence to the end of the paragraph: "*The Agreement is renewed for an additional year with the term ending July 7, 2020.*"
2. Subsection 6.2 is stricken in its entirety and replaced with the following:

*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.*

3. In subsection 17.1 the notice information for the Board and for the General Counsel is deleted in its entirety and replaced with the following:

***If to the Board:***

*Chairperson*

*Florida Polytechnic University Board of Trustees*

*4700 Research Way*

*Lakeland, FL 33805*

***With a copy to:***

*General Counsel*

*Florida Polytechnic University Board of Trustees*

*4700 Research Way*

*Lakeland, FL 33805*



# AMENDMENT #2 TO THE PRESIDENT'S EMPLOYMENT AGREEMENT

4. 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: \_\_\_\_\_ Date \_\_\_\_\_  
Don Wilson  
Chairman, Board of Trustees

**President**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Randy K. Avent

DRAFT

## 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 Avent** ("President").

### Background

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

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

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

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

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

### 1.0 Powers and Duties of President

- 1.1 The President reports to the Board and is the Corporate Secretary of the Board and the Chief Executive Officer of the University, subject to the supervision of the Board, the laws of Florida, and the rules, regulations, and policies of the Board, the University and the Board of Governors. During the Presidential Appointment Term (as defined in section 3.1 below), the President shall have 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 shall be consistent with those customary for the position of a university president, including, but not limited to educational leadership, faculty relations, budgeting, long-range planning, fundraising, public relations, student services, recruitment of personnel, appointment, promotion and dismissal of all faculty and staff members, as well as any such additional duties commensurate with such position as may be specified from time-to-time by the Board. The President shall have 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 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 The appointment as President ("Presidential Appointment Term") shall be for a term of five (5) years, commencing on July 7, 2014 and ending on July 6, 2019, 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 On or before October 1, 2014 for fiscal year 2014-2015, and on or before June 1 of each year thereafter, the President shall provide the Chair of the Board of Trustees ("Chair") with a list of proposed goals and objectives for the next fiscal year. The proposed goals and objectives shall be related to, and in furtherance of, the University's strategic plan goals, work plan and accountability report, and the Board of Governors' strategic plan and performance funding model, and other priorities as established by the Board of Trustees or the Board of Governors. The Chair and the President shall discuss and agree upon the goals and objectives for the next fiscal year. The goals and objectives shall then be presented to the Board for discussion and approval.
- 3.3 Annual Evaluation. On or before April 1, 2015, and on or before April 1 each year thereafter while the President is employed as President, the President shall initiate the evaluation process for the 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 policies and procedures established by the Board as the Board may deem appropriate. The President agrees to furnish any additional information requested by the Chair to aid the Board in its annual performance review of the President. For the self-appraisal that will be delivered by the President on or before May 1, the Chair, in consultation with the President, will select a consultant who will perform a 360 degree review of the President and his administration's performance. The consultant's 360 degree review will be provided to the Board and the President and considered in its annual evaluation of the President for that year. Pursuant to Board of Governors Regulations, the Chair shall solicit input from the Chair of the Board of Governors during the evaluation process. The Board shall complete the annual evaluation and make any compensation award under Section 5.3 no later than September 30 of each year, commencing September 15, 2015.

#### **4.0 Salary**

- 4.1 Base Salary. As compensation for all services rendered by the President as President pursuant to this Agreement, the University will pay the President according to the pay plan for Executive Service employees, an initial annual base salary of Three Hundred Eighty-five Thousand Dollars (\$385,000) ("Presidential Base Salary"), of which a maximum of Two Hundred Thousand Dollars (\$200,000) can be paid for with state funds. This amount shall be paid in accordance with the University's standard payroll practices, with appropriate deductions for taxes and benefits. In addition to the Base Salary, the President shall receive a one time payment of Thirty-eight Thousand Five hundred Dollars (\$38,500) to be paid within thirty (30) days of commencement of the Presidential Appointment Term.

The President shall be responsible for any income tax liability incurred as a result of this Agreement.

- 4.2 Increase to Presidential Base Salary During Annual Evaluation. Effective with the Board's evaluation of the President's performance for the July 1, 2014 to June 30, 2015 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 following the first year also be eligible for any salary increase generally applicable to University employees in his employment classification, but in no event shall the Base Salary increase be less than Three and One-Half Percent (3.5%) of the prior year's Base Salary.

## **5.0 Other Compensation**

- 5.1 Insurance, Annual and Sick Leave. 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 Relocation Reimbursement. Payable during the first two annual terms of the President's employment under this Agreement, the President shall be eligible to receive reimbursement of up to Thirty Thousand Dollars (\$30,000) for moving, relocation and travel expenses incurred by the President and his family in connection with travel to and from the Lakeland area, locating and securing appropriate housing, moving and storage of personal property, and other associated expenses for moving from his current home to the Lakeland area.
- 5.3 Effective with the Board's evaluation of the President's performance for the July 1, 2014 – June 30, 2015 fiscal year and continuing each year thereafter while he serves as President, the President shall be eligible for performance compensation; and he shall also be entitled to an accreditation bonus, as follows:
  - 5.3.1 Performance Compensation. The President shall be eligible for performance compensation of up to Twenty Percent (20%) of his annual base salary then in effect. The award of performance compensation is discretionary and shall be awarded based on the Board's assessment, in its sole and absolute discretion, of the President's performance as President during the fiscal year under review. The Board may award any amount of performance compensation from zero to the maximum identified above. In making its determination, the Board shall consider the President's achievement of the annual goals and objectives set pursuant to

Section 3.2, the evaluation results pursuant to Section 3.3, and/or other criteria set by the Board prior to the start of the evaluation period and provided to the President in writing. The President shall receive such award if he remains as President through the end of a fiscal year for which performance is determined even though the award is determined later. Any performance compensation awarded shall be paid to the President within 90 days of the date on which it is awarded.

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

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

- 6.1 The performance of the University of any of its obligations under this contract shall be subject to and contingent upon the availability of funds appropriated by the legislature for the current and future periods.
- 6.2 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.

## **7.0 Other Benefits**

- 7.1 The President shall be eligible for all applicable State of Florida and University developed benefits and perquisite programs as authorized by the legislature or other authorized governing bodies. The Board further agrees that the President shall be entitled, at all times, to the state sponsored life insurance benefits applicable to Executive Service personnel.
- 7.2 Supplemental Retirement Benefit. During each year of the Presidential Appointment Term, 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.

7.3 **Business/Travel Expenses.** During the Presidential Appointment Term and while serving as President, the University shall 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, maintain a residence in the Lakeland area in which he is required to reside as a condition of his employment, and to the extent reasonable, use his residence in the performance of his duties hereunder including, but not limited to receptions and meetings benefiting the University. During the first year of the Presidential Appointment Term, pursuant to an arrangement agreed upon between the President and the Chair, the University will cooperate with the President to provide a suitable interim residence for the President, including utilities, maintenance, service fees, internet and television service, with a total cost to the University not to exceed Two Thousand Five Hundred Dollars (\$2,500) per month. During this first year, the President and the University agree to work cooperatively to arrange for a permanent residence for the President to be provided by the University and in which the President shall be required to reside as a condition of his employment. The parties acknowledge that the arrangement provided herein during the first year may temporarily continue beyond the first term until the permanent residence is available.

## **9.0 Automobile**

9.1 During the Presidential Appointment Term and while serving as President, the University or the FPU Foundation will provide a full-sized automobile acceptable to the President for the President's University business related and other use, with a new vehicle being provided not less than every three (3) years.

## **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 Board 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. 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 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 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 serving as a Professor, he shall receive leave and other usual and customary benefits equal to those provided to University Faculty members.

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

- 15.1 Notwithstanding anything in this Agreement to the contrary, this Agreement shall terminate upon the President's resignation from employment at the

University, death, or "permanent disability" (as hereinafter defined). Such termination shall be deemed to have occurred for "just cause" and the President's employment with the University shall cease, and he shall not be entitled to any further employment, compensation or benefits from the University in any capacity except for compensation as provided in Section 12.3 and for benefits required to be continued by law. For purposes of this Agreement, "permanent disability" shall be defined as the President's inability to perform the applicable job duties for a minimum of six (6) continuous months.

- 15.2 In the event of the President's death during the term of this Agreement, his spouse or, if none, his estate, shall receive all accrued benefits as of the date of his death to the extent permitted by law.

#### **16.0 Non-binding Mediation**

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

#### **17.0 Notice**

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

**If to the Board:**

Chairperson  
Florida Polytechnic University Board of Trustees  
Florida Polytechnic University  
439 S. Florida Avenue  
Suite 300  
Lakeland, Florida 33801

With a copy to:

General Counsel  
Florida Polytechnic University  
439 S. Florida Avenue  
Suite 300  
Lakeland, Florida 33801

**If to the President:**

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

### **18.0 Entire Agreement: Modification**

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

### **19.0 Severability**

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

### **20.0 Governing Law and Forum**

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

terms and conditions of this Agreement in any court of competent jurisdiction. Venue shall be in Polk County, Florida.

## **21.0 Understanding of the Agreement**

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

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

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

## **23.0 Waiver**

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

## **24.0 Assignment**

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

## **25.0 Execution and Counterparts**

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

## **26.0 No Trust Fund**

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

**27.0 Taxes**

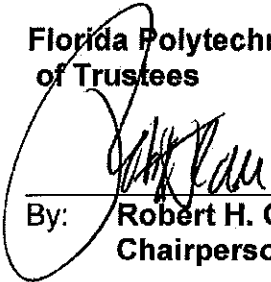
27.1 The President understands that the services to be rendered by him under this Agreement will cause him to recognize taxable income, which is considered under the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder as compensation income subject to the withholding of income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

**28.0 Miscellaneous**

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

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

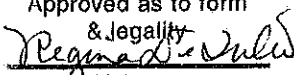
**Florida Polytechnic University Board  
of Trustees**

  
By: **Robert H. Gidel**  
**Chairperson**

7-7-14  
Date

  
**Dr. Randy Avent, President**

7-7-14  
Date

Approved as to form  
& legality  
  
FPU Attorney

## FINANCIAL METRICS

### Academic Reputation

- We expect placement in US News & World Reports' College and University National Rankings this September in the Carnegie Classification, Baccalaureate College – Diverse Fields, and US News World & Report category, Regional College – South.
- I serve on the Orlando Economic Partnership Board and am a member of the Florida High Tech Corridor. I also represent Florida Poly at six professional organizations.
- SACSCOC awarded us institutional accreditation in July 2017, just three years after beginning the process with no institutional history.
- We recently executed four ABET readiness reviews in Mechanical, Electrical and Computer Engineering and Computer Science. ABET's final decision is expected summer of 2019.

### Academic Productivity

- We implemented several programs around intrusive counseling and academic success to increase our retention and graduation rates. Being 100% STEM makes these metrics difficult since there are no retreat majors.
- We continue to do a better job admitting students that can be successful and giving them the tools they need to thrive while at Florida Poly. Retention this past year was 78% as compared to our peers (81%) and aspirational peers (93%). Our peers are mostly not 100% STEM.
- Our current four-year graduation rate is for the inaugural class, where many students applied not knowing exactly what to expect. At 37%, it is much lower than we would like but consistent with our peers (32%) and below our aspirational peers (60%). Like retention, we are working hard to increase this number but recognize that it may take several years since our first three classes were built to meet the legislatively mandated student numbers.
- We graduated 72 transfer and graduate students from the University prior to our inaugural class graduation in spring 2018. We had an additional 269 students graduate in spring 2018. We expect an additional 187 this spring 2019 with an additional 36 in fall 2019 for a total of 564 graduates.

### Financial Resources

- We were awarded \$3M in nonrecurring operational funding (Entrepreneurship & Advanced Mobility Institute) and \$3M in nonrecurring operational funding to build an anti-hazing program for the State University System.
- We were awarded \$4.8M in recurring funding for expanding our faculty through excellence in hiring.
- We received \$7M in PECO (Capital) funding to build a new 85,000 square foot Applied Research Center that will provide specialized labs and research facilities for our faculty and students. The total project cost is \$38.7M, and we have committed \$20.9M from the University's carry forward fund. Construction is slated to begin in fall 2019 with a completion date of August 2021.
- Our Foundation has raised a total of \$17.564M with \$6.405M of that being unrestricted funds.

### Academic Expenditures

- The Florida State University System has the next to the lowest tuition and fees in the nation, and Florida Polytechnic has the lowest tuition and fees within the system.
- While maintaining our low tuition and fees, our programs are the most expensive in the state. The Delta Cost Project at the American Institutes for Research found in 2009 that the full

attribution cost of engineering programs at four-year public universities approached \$100k per student, which was nearly twice that of business programs and even 50% more than clinical programs.

#### Graduate Demand

- One hundred percent of both our undergraduate and graduate degrees are in strategic areas and our strategic planning process this past year affirmed that we would remain a 100% STEM University.
- The BOG calculates the percentage of graduates with jobs and their starting salaries one year after graduation, so our official numbers are not yet available.
- Current senior graduation applications predict that the majority of starting salaries for our graduates entering the workforce are \$50-\$70k, in comparison to an average starting salary of \$40k across the State University System. At the time of graduation, 72% of graduates that responded to our survey were employed, were under consideration for employment or were going to graduate school.

### **STAKEHOLDER METRICS**

#### Sense of Place

- We developed a strong versatile brand identity through successful initiatives that created an official University mascot through a student-centered process, a presidential seal and a new logo for the University.
- We established a fully functional Student Government Association (SGA), with executive, legislative, and judicial branches. With help from the University, the SGA has developed and established 40 Registered Student Organizations (RSOs).
- We established four student chapters of professional organizations: American Society of Mechanical Engineers (ASME), the Institute of Electrical and Electronics Engineers (IEEE), the Society of Women Engineers (SWE), and Rotaract.
- We created a chapter of the National Society of Black Engineers (NSBE) that promotes local events to support underrepresented groups in STEM and participates in regional and national events.
- We created several successful Women in STEM events that promoted increasing the number of women in STEM fields. These events provided networking opportunities for our female students and included female high school students that were interested in STEM fields.
- We also established THRIVE in 2017, a group that helps female students develop a sense of belonging by providing collaborative opportunities.
- We created a Presidential Ambassador program in the Office of the President. Ambassadors serve the University as official and formal hosts at designated events and give tours to legislative dignitaries, industry partners and potential donors.
- We created a student food and supply pantry where struggling students have access to food and hygiene products. Staff, Faculty and other students contribute to the pantry through drives twice a year. We are in final negotiations for an endowment that will provide all needed supplies for incoming low-income students.
- We installed banners across the campus to celebrate the mission and students of the University.

### Graduate Strength

- All students are required to complete an internship. Last year, 83% of our interns completed an external internship in industry.
- Students must also complete a senior capstone project, preferably motivated by an industry partner. Last year, 21 companies provided 35 projects for the 36 senior capstone projects. Many of our students additionally participated in undergraduate research.
- To provide opportunities for our students, the University has 301 active industry partners. Of these 301 partners, 234 of them are career collaborators, meaning they have hired a Florida Poly intern or graduate, have attended a career recruitment event on campus, and/or have sponsored a senior capstone project.

### Economic Impact

- To honor our commitment to serve industry, the University worked with two prominent Professor Emeriti from the Harvard Business School to develop and offer an intensive resident course around Leadership Development taught by them and our Florida Poly faculty.
- We worked with the former Vice President of Economic Development and Technology Ventures at Georgia Tech and a local advisory board to help us develop a co-curricular entrepreneurship program.
- Faculty and a full-time coordinator now lead our entrepreneurship effort. We have facilitated 135 student projects and startups through the “Phoenix Nest”, which was designed to streamline the process of assisting student entrepreneurial projects across the University.
- Florida Poly has placed in the top 3 in 8 out of 10 entrepreneurial competitions. Florida Poly students have beaten every major university in Florida in at least one entrepreneurial competition. Our student entrepreneurs won a total of \$33,500 in 2017 and 2018.
- We hosted several industry summits with nationally known speakers and created industry advisory boards for our programs. In 2018, we hosted an Economic Development Symposium where dozens of leaders from the business, government and education sectors began collaborating on growing the Polk County economy.

### Strong ROI

- The national average for tuition and fees was \$35,676 at private schools and \$9,716 at public universities. We predict the average cost to our students for their BS degree (120 hours) is \$9,500.
- Nationally, 68% of students graduating with a BS degree had an average debt of \$37,172. At Florida Poly, 11% of our students graduated with an average debt of only \$7,713.
- Since opening, the University has provided over \$17.2M in scholarships and waivers and over 96% of our degrees have been awarded without excess hours.

## **PROCESS METRICS**

### Academic Brand

- Florida Poly established study abroad MOUs with UNIFEBE in Brazil, the American University in Morocco and Panjab University in India.
- We hosted three Fulbright Scholars from Germany and have signed MOUs with Canada, Belgium, Luxembourg, and Australia for more opportunities. We also have an informal agreement with Ireland to promote Florida Poly to Irish scholars.



- We hosted a Fulbright Visiting Chair in Electrical Engineering from Canada.
- We created a Global Scholar Initiative that secured grants to establish strategic alliances with international research centers and industries. This program attracts high-caliber graduate students and promotes the Florida Poly brand internationally. To date, we have had eight faculty awards.

#### Programs of Distinction

- We created a flat academic organizational structure with the Provost and six Department Chairs and a Division Director, supported by a central administration. Administration gave the Department Chairs a more powerful voice by having them deeply involved in scheduling, oversight of technicians and the student support budget, and stronger ownership of the curriculum, degrees and course quality.
- We realigned our programs with national ABET standards and reconfigured the curriculum to better prepare for ABET accreditation. We converted these programs before our first class graduated to ensure our students could graduate with an ABET accredited degree.
- We made major improvements in the lower class experience to improve quality, retention and graduation rates. These improvements include a common first year experience, academic success coaches, common exams and a major redesign of the Registrar's Office to offer demand-driven courses that help students better plan their academic career.
- We conducted several market studies to assess graduate demand for potential new programs. With this, we added three new majors: Engineering Physics, Engineering Math and Environmental Engineering. We also refreshed our concentrations in each major to make them more applicable to existing and emerging technology needs.
- We continue to grow the number of faculty as we fully populate each program and continue to expand the number of programs we offer. To date, we have hired and retained 89 faculty members.

#### User Experience

- We built, and continuously improved, a robust Student Services program that comprises Academic Advising, Career Development, Student Life, Disability Services, Libraries and Campus Health. Together, these programs support the whole student's growth and progression at the University.
- We created a strong Academic Advising office that begins with an Academic and Professional Skills course required for all students in their first semester. This course connects students with the tools in personal and academic project planning and well-being strategies they need to be successful at Florida Poly.
- We created a unique advising model that is a shared responsibility between the Registrar's Office, the Academic Success Center (ASC), and Faculty – the Registrar's Office handles transactions associated with student records; the ASC proactively works with students on their schedules and academic progress; and faculty mentor students by providing subject matter expertise on academic issues and professional development.
- The Academic Success Center (ASC) assists students with academic concerns. Struggling students are given academic success plans to help them develop goals and a personal strategy for success at the University, with the support of a Success Coach. The ASC also offers free tutoring to students in a variety of "troublesome" courses.

- We built a Career Development Center that supports students in securing internships and jobs by linking them to companies and helping with resume preparation, interviewing skills and professional development. A Student Advisory Board supports Career Services.
- Over 2,300 companies are engaged in “Handshake”, an employer-connection website that helps students find internships and jobs that are a good fit for their individual talents, skill sets, and interests.
- We joined the Florida Career Centers Consortium this past year, which includes access to and participation in the statewide Career Fair.
- Since 2016, the University has held Career and Internship Fairs. In 2016, 13 companies attended and that number has increased each year to 26 in 2017, 50 in 2018 and 55 in 2019. More than 436 students attended this last fair.
- We developed a Professional Internship Experience course that all students must take before starting their internship, and we developed several Career Opportunities Developing Evolutionary Success (CODES) workshops on career development skills, including dressing professionally, marketing, personal branding, and networking.
- We created a partnership with JC Penney and Men’s Wearhouse to offer business clothing for our students at a substantially reduced price. We also held an internal business clothing drive as part of our “Tech-Styled” initiative.
- We formed partnerships with local providers to deliver comprehensive health care services (medical and mental health) to our students.
- In 2018, the University revised its mental health program to incorporate a Care Manager approach that facilitates student mental health needs with BayCare.
- By partnering with BayCare, students now have access to a range of mental health counselors both on and off-campus as well as a 24-hour telephone hotline for emergent needs. Thus far, all students who requested services were seen within two days, depending on urgency.
- We created a robust student life program that consists of 15 different fitness classes, eight different intramural sports programs and a new gym with state-of-the-art exercise equipment. We also created an event program for students around wellness and community volunteering that held 21 different events this past year.
- Since Florida Poly qualified for federal financial aid, over 860 students received \$8.5M in federal aid. Federal aid gives students who fall below the minimum GPA requirement for Florida Poly scholarship funds a second chance to continue their education.
- Two students were awarded the prestigious Killam Scholarship and studied abroad in Canada.

#### Technology & Pedagogy

- We created six unique curriculums in the undergraduate engineering sciences and two generalized M.S. programs that focused on meeting industry needs and creating new opportunities for Florida. All programs featured hands-on problem solving and a desire to get students working in their discipline as early as possible.
- We created a high-touch model of education that provided students with easy access to faculty and a majority of instruction from full-time faculty (88%) in small settings (18:1 student faculty ratio).
- We created one of the first fully digital libraries that provided access to over 140,000 books and 60 databases on the first day of classes. Our library continues to expand and has been covered by the news in over 24 different foreign countries.

### Graduate & Research Programs

- We completed the first major overhaul of the graduate program, which started as general degrees in engineering and technology. These new graduate programs are narrower in scope and better align with our faculty expertise and undergraduate programs. Efforts are now in place to grow our graduate program in both numbers and quality over the next five years.
- Florida Poly created and funded an internal research seed-funding program that started in late 2015 with 13 funded projects. This program served as a way of managing startup costs and helping faculty grow their external research activities.
- We established a Sponsored Research Office to help faculty with proposals and administer sponsored awards. Since 2014, 101 research proposals have been submitted by faculty to organizations like NSF, (DoD) SERDP, DOE, NATO, NASA, FDOT and others. Of those proposals, 36 awards were received for a total of \$3,757,308.
- The Florida Industrial and Phosphate Research Institute (FIPR Institute) continues to expand its internationally recognized research entity in phosphate-related issues and industrial applied science and engineering. The Institute has also broadened its research program into non-phosphate topics such as energy and the mining and processing of minerals other than phosphate.
- We established the Advanced Mobility Institute (AMI) as a university research center focused on the development and testing of autonomous vehicle (AV) related technology. SunTrax is Florida's Turnpike Enterprise (FTE) initiative to build a state-of-the-art testing track for autonomous vehicles adjacent to the University. Florida Poly and FTE have an MOU in place that defines our partnership.
- An anonymous donor funded the Institute for Health Informatics to conduct research in health engineering. A Director was hired and we provided seed funding to a number of faculty for their research. This program continues to mature through both educational and research thrusts.

### Co-curricular Campus

- With soft skill development in high demand from industry, our staff and faculty members have worked hard to create a curriculum that not only produces technology-savvy professionals but also teaches students how to communicate with upper level administrators, lead work teams, write reports and present papers to peers and managers.
- Beginning in 2018, the junior capstone project was moved to the senior year to be more consistent with the ABET-mandated culminating experience. At this same time, more emphasis was placed on having our capstone projects be sponsored by industry.
- We appointed a faculty member in Mechanical Engineering to lead our capstone projects and in 2018, 80% of the senior capstone projects were industry motivated. In 2019, we improved our management of these projects and their space while increasing the percentage of projects motivated by industry to over 97%.

### Enrollment Management

- We built a robust enrollment management and admissions department that helped achieve our legislatively mandated goal of 1,244 FTE by December 2016. Since then, we focused on increasing the academic quality, match, and diversity of our incoming students. Overall, we have enrolled more than 2,500 students since opening our doors in 2014.
- We contracted with an analytics company to develop a merit-based scholarship model that increased our student quality while simultaneously addressing need.

- The average ACT increased from 25 in 2014 to 29 in 2018. The average SAT increased from 1196 in 2014 to 1287 in 2018. The average HS GPA has increased from 3.80 in 2014 to 4.01 in 2018. We also increased the percentage of students graduating in the top 10% of their high school each year to 25% in 2018, surpassing our goal of 17%.
- We created the Presidential Scholar program to attract high-achieving high school seniors. Twenty-six students, with SATs well above 1400, have received the distinguished honor of being named a Presidential Scholar, with an average scholarship of \$34,838 over their college career. We developed a complimentary Provost Scholars program where student's earn at least \$12,000 and have average SATs of approximately 1350.
- The number of female students has increased from 72 in 2014 to 192 in 2018. Our current projection is that the 2019 class will be 18% female, up from a high of 14% in past classes.
- Undergraduate applications from Black/African Americans for 2019 have increased 29% in comparison to this time last year, and the overall percentage has remained flat at approximately 5.9%, twice the average as our STEM aspirational peers.
- We now have an articulation agreement with South Florida State College and are continuing discussions with Polk State College. Next, our plans are to work with Hillsborough Community College and Miami-Dade since they both represent strong sources of potential transfer students for us.
- We grew our international recruiting efforts and now have student representation from over 20 countries and 5 continents. As we increase our global depth and reach, we recently contracted with an international partner to recruit high caliber undergraduate and graduate students. At this point, we already have 100 inquiries and 47 applications that were started for fall 2019.
- We made these significant improvements in quality and diversity while decreasing our average discount rate from 125% in 2014 to 65% in 2018. Our acceptance rate has also dramatically improved from 72% in 2014 to 51% in 2018. The projected acceptance rate in 2019 is 44%.
- Even with the decrease in scholarships, the University's average student debt is under \$8,000, compared to the national average of \$37,100. The percentage of Poly students graduating with student debt is only 11%, well below the national average of 69% and our peer's average of 49%.
- Florida Poly Bright Future awards increased from \$505,929 in 2014 to \$2,564,697 in 2018 – a 400% increase over five years. 72% of the fall 2018 class were Bright Futures award winners.
- In the 2014, the Florida Department of Education approved Florida Poly to disburse Bright Futures awards. In 2016, the Florida Department of Finance approved Florida Poly to use Florida Pre-Paid. Also in 2016, we earned formal federal approval to provide Federal Student Loans including subsidized, unsubsidized and parent plus. In 2016, the US Department of Education approved us to offer Pell Grants and allowed applicants to complete FAFSA forms. In 2018, the US Department of Education approved Florida Poly to offer Federal Work Study.
- To create a pipeline for students, the University established an outreach team that integrates both Florida Poly and FIPR Institute efforts in educational outreach initiatives to high-achieving K-12 students and underrepresented students.

#### Facilities & Infrastructure

- We created a Facilities & Safety Services Department that oversees the construction and maintenance of our campus. Since inception, the department has managed the planning, design and construction of over \$30M in capital improvements to our campus.

- Using quantitative models, we developed a construction roadmap that identified three new buildings (Applied Research Center, Student Achievement Center, and an Administration Building) and planned upgrades to existing buildings to support growth over ten years.
- To coordinate these capital improvements, a Master Plan was completed that aligned to the University's strategic plan and the BOG's Educational Plant Survey. We successfully negotiated a Campus Development Agreement between the University and City of Lakeland.
- Under this Master Campus Plan and Campus Development Agreement, we added two dorms using P3 agreements, an expansion of our Wellness Center, a Student Development Center, a pool/pavilion and a multi-purpose field with basketball, volleyball and tennis courts.
- We renovated the existing Wellness Center to add a small food court with an Einstein's Bagel and Tu Taco. We added two new parking lots and made an important addition to our cooling towers. We increased I-4 signage for the University and installed wayfinding signage on campus. We are now in the process of adding a redundant water supply line.
- Additionally, we also made multiple enhancements to existing campus facilities that make them more useful for our mission. For instance, we renovated the innovation labs to better support our academic growth, we improved the existing shop space, created an Academic Support Center in the dorms, upgraded the classroom technology to make it more useful and added new furniture to increase classroom capacity.
- In an effort to comply with state regulations, align with accreditation initiatives, support the ongoing growth of the campus and maintain best practices, construction/operational procedures were developed and deployed for all projects.
- Facility services has grown to support the ongoing mission of Florida Poly by managing a maintenance program that ensures all facilities are operational 365 days a year. Each year, we deploy over \$2M of resources for campus maintenance, grounds keeping, custodial services and utilities. Additionally, facilities works closely with Safety Services to ensure all capital assets comply with safety standards and governing authorities.
- We expanded safety services to support the needs associated with environmental health and safety, building code enforcement/permitting and safety training. Safety Services provides over 15 programs to support safe operation campus wide, in addition to providing plans review and inspections for all new construction initiatives. Safety Services also assists in evaluating University requests that impact the safety of the campus, or safe operations of the University.
- We built a robust Technology Services infrastructure that includes both wired and wireless services. We designed and developed an advanced high-speed computing and network infrastructure with campus Internet services, an open Bring Your Own Device (BYOD) ecosystem, open-use computer labs, a genius bar-style helpdesk and VPN access to the Florida Poly Cloud from anywhere.
- We also purchased and installed a High Performance Computing (HPC) system that now supports 260 virtual servers (194 for general use and 66 dedicated to academics) and 24 terabytes of data inclusive of server operating systems and applications.

#### Control Overhead

- We created an organizational structure that is flat and operates as a federalist organization with thin membranes between Departments to control our overhead. This structure centralizes services and is more efficient for operations.

- Our current administration-to-instruction ratio is 0.69 while our peers are much lower at 0.49 (public) and 0.64 (private). We believe this ratio will improve as we continue growing our faculty to the appropriate size and move from a start-up to an operational mode.

#### Extended Campus

- We developed a vision for an adjacent Polk County Research Park based on other successful research parks across the nation.
- Discussions continue with the community, developers, and commissioners on building a research park adjacent to Florida Poly that brings together academia, industry and government in a live-work-play business park. Several discussions have occurred between Florida Poly, the surrounding landowners, developers and investors and these will likely continue until we can secure the future of the land.
- Florida Poly is working with the city and county to make sure we have the correct land use policies in place so as not to preclude a local research park. This becomes important to the growth of Polk County because while the average 3-year GDP growth rate of rural counties across the US is 7.35%, if that county has a technical research university in it the average rate is 25%.
- The vision we showed last year for an adjacent Polk County Research Park is the mechanism for growing the Polk County economy – and we have our first anchor tenant in this park with SunTrax – which is a specialized asset in what is predicted to be an \$87B industry.

#### Internal Services

- We started a Lean Six Sigma training program for all faculty and staff that incentivizes them to reduce bureaucracy and costs by improving their most time-consuming processes.
- Since inception, we created and developed 23 unique Departments across five Divisions with over 250 full-time staff to support the growing needs of our University community. We hired a balance of early, mid and late career staffers to build maturity and continuity into a lasting organization.
- In 2017, the University reorganized the management structure around Department Heads (Staff) and Department Chairs (Faculty). We made appointments at each level with a goal of maintaining a flat organizational structure and improving internal services.
- In 2012, the University was fully reliant on a shared services agreement with the University of Florida (UF) to handle all business processes, including financial and human resource functions. In 2016, the University launched a robust Workday ERP system. We hired an implementation partner and completed installation under a very aggressive implementation timeline, which included defining and re-engineering over 432 business processes.
- We built a University Police Department, which is currently seeking accreditation through the Commission for Florida Law Enforcement (CFLA) and preparing for an on-site visit by the commission later this year.

#### Advancement

- We continue to build a strong Advancement Department by growing the number of Development Officers and increasing support staff that help research potential donors and provide stewardship services. We conducted an external review of our efforts and are working with a contractor to rebuild our Development department and address identified gaps.

- We also continue to grow the Foundation Board both in numbers and geography – adding new members from Tampa, Orlando, and Miami. We increased the number of donors to the University, but unfortunately have not been able to increase gift sizes.
- We created several events (PIVOT, EXCELERATE, Founder’s Day) that celebrate the University successes and its donor’s giving. These events will continue to evolve as the University and Foundation grow.
- With neither alumni nor intercollegiate sports programs, we raised over \$17.5 M since 2014 to support scholarships, advocacy and salaries to grow the University to meet the legislative mandates imposed on it by the legislature. These funds include three major gifts (\$5M, \$3M and \$1M) as well as the creation of a nearly \$800K endowment. We provided more than an average 100% discount rate for our first three classes.
- We formed an Alumni Association to create a culture of philanthropy amongst the student body even prior to graduation. To date, 74% of our alumni have given to the University.

## **FOUNDATIONAL METRICS**

### Data-driven Decisions

- In 2018, a new Strategic Plan for 2018-2023 was developed, written, and launched. This plan focused on four pillars that align with emerging trends and concerns in higher education.
- We also created a Balanced Scorecard approach to managing University performance, and the metrics and data that support that approach are currently being created. The scorecard consists of four “views” of the organization that provide more detail into where we need to focus our development and resources in the future. The scorecard will also allow for more robust and transparent strategic discussions with our Trustees on yearly goals and accomplishments.

### Minimize Barriers

- To equip our faculty and staff leaders with the tools they need to manage effectively, the University began leadership and management training programs. A leadership consultant delivered the leadership program, which included team building, discussions about leadership and a 360-degree evaluation with individual consultations.
- The University developed a management training program to address the mechanics of leading a department. Training topics included budget development, compliance and audit, contract management, procurement methodologies, recruiting for hiring managers, and performance appraisals just to name a few.

### Responsible Organization

- We hired a Chief Compliance Officer and Chief Audit Executive who is in the Office of the President and reports to the Chair of the Board of Trustees Audit Committee. We also hired a Title IX and ADA Director who reports directly to the President. We implemented programs in both offices to ensure we are being responsible in the operations of the University.
- We had six financial audits that resulted in no exceptions or internal control weaknesses. We had two operational audits that resulted in 17 findings, most of which were associated with the transition from the UF Shared Services agreement to our Workday implementation. We had one finding in our Information Technology Operational Audit. We had five financial audits of our Foundation with results showing our financial statements were all fairly stated. Our financial aid audit was found to have no deficiencies.

- We created a mandatory training program for all faculty, staff and students on topics like harassment, IT security, and others that addresses state and federal requirements.
- We created a student ombudsman office that facilitates and advises students on complaints against maladministration.
- In 2019, the University announced that its administration and the United Faculty of Florida (UFF) Florida Poly chapter signed a collective bargaining agreement. This is the first formal agreement between the University and the faculty union, and it was approved unanimously. The agreement formalizes employment rights, responsibilities, and overall management for the faculty members.
- Noting variances in pay across both faculty and staff, we hired an outside firm to conduct a compensation study and define pay grades across the different levels and functions at the University. This classification study created a more formalized structure that was market based.
- We provided pay adjustments to all staff and faculty below their identified pay bands as a first step towards a merit-based pay structure. In the second step, we accounted for the years of experience employees had in their current positions and in the third step, we began providing merit increases for performance excellence.
- The University developed a robust crisis communications plan; we test the plan twice per year with key staff. This plan is in alignment with the University's Continuity of Operations Plan (COOP) and the Comprehensive Emergency Management Plan (CEMP).

#### Build Meritocracy

- We created a performance management approach to yearly staff reviews that primarily rewards merit. The approach is loosely based on a ladder within each Division. Faculty are reviewed under the UFF contract through a peer process that holds them accountable to defined standards in a reappointment and promotion process that replaces tenure with long-term contracts.
- Florida Poly's iconic Innovation, Science and Technology (IST) building has garnered 23 regional, national, and international awards including The Chicago Athenaeum: Museum of Architecture and Design and The European Centre for Architecture's "International Architecture Award for 2015" and Engineering News Record's "Global Best Project 2014". In 2016, the IST building was ranked as one of the 16 "most breathtaking" buildings in the world, according to a survey of architects, placing it alongside iconic structures such as the Parthenon in Greece, the Empire State Building and Frank Lloyd Wright's "Fallingwater" residence.
- Florida Poly was awarded the prestigious 23rd Annual Achievement of Excellence in Procurement® (AEP) from the National Procurement Institute, Inc. (NPI). Florida Poly was one of 27 institutions of higher education in the United States and Canada to receive this award.
- We also won a national EH&S award, the "Innovation Award of Commendation" from the Campus Safety, Health and Environmental Management Association (CSHEMA), for developing a campus program that improves sustainability and recycling in its chemistry labs.

#### Promote Positive Culture

- We hired a consultant that helped us define and build a program around creating a positive culture at the University. The program resulted in 27 "fundamentals" that define the culture we hope to create at the University.
- To support staff retention efforts, the University developed several initiatives including formal onboarding and culture building programs. In 2018, Florida Poly held its first annual faculty and



staff awards dinner called ABLAZE. Staff also created an Employee Activities Committee that sponsors events for all employees across the year.

#### FINANCIAL METRICS

Academic Productivity:	
Through Spring 2018	341 (UG:287, GR:54)
Expected 2019	187 (UG/G)
Retention	78% (peers average=81%)
4-year Graduation Rate	37% (peers average=32%)
6-year Graduation Rate	TBD (peers average=62%)
Degree Alignment:	
UG degrees in strategic areas	100%
GR degrees in strategic areas	100%
<i>Funding per student:</i>	<i>TBD</i>
Student Employment*:	
BS Graduates Employed	50%
Median Wages for BS Graduates	\$50k-\$70k
Operating Funds:	
Nonrecurring(requested)	\$6M
Recurring	\$4.8M
Capital Funds:	\$7M
Development:	
Total	\$17.564M
Unrestricted	\$6.405M

\*Those responding to graduation survey, state numbers released year after graduation

#### STAKEHOLDER METRICS

Student Spending (2019):	
Students Graduating with Debt	11% (National Average = 68%)
Total Amount of Debt	\$7,713 (National Average = \$37,172)
Average Cost to Student (120 hours)	\$9,500
Graduates Without Excess Hours	96%
Total Scholarships & Waivers:	\$17.2M
Number Industry Partners (2019):	301 (200+ hire interns)
External Internships (2019):	83%

Number Industry Capstone projects (2019): 35 (of 36 total)

**Economic Impact\*:**

*Total Yearly Budget (2018)*

*\$61m (~\$46m stayed in Polk County)*

*Total Vendor Spending:*

*\$186m (3,100 vendors)*

**Entrepreneurship:**

Number Projects/Startups Facilitated 135

Number County/State Competitions 10

Number Placements in Top 3 8

\*Real Economic Impact will be calculated this year

**PROCESS METRICS**

**Student Body (Fall 2018):**

Number Undergraduate Students 1390

Number Graduate Students 33

**Entering Class (Fall 2018):**

FTIC 313

Transfer 51

Graduate 23

% White Students 63.2

% Female 13

Average SAT (enrolled) 1287

Average ACT (enrolled) 28.7

Student-to-Faculty Ratio: 18:1

% Hours Taught by Adjuncts: 12%

Administration/Instruction ratio: 0.69 (public=0.49, private=0.64)

**Mental Health (Fall 2018):**

Number Students Contacted 113

Number Students Counseled 76

Maximum Wait Time 2 days depending on severity

**Academic Mentoring/Advising:**

Students Served (Fall 2018) 988

Students Served (Spring 2019) 305

**Career Counseling:**

Professional Internship Experience Required

CODES workshops (Spring 2019) 7

CODES Student Participation 200

Student Life (Fall 2018):	
Fitness Classes	15 (391 participants)
Intramural Sports	8 (681 participants)
Gym	7294 participants
Student Development (Fall 2018):	21 events, 6 community volunteer events
Student Government Association (Fall 2018):	
Registered Student Organizations	40
Number of Events	80
Research Metrics (2018):	
Number Grant Proposals Submitted	15
Number Proposals Won	1
Research Expenditures	\$1.33M
University Advancement (Total):	
Total Funds Raised	\$17.564M
Unrestricted Funds Raised	\$6.405M
Scholarships Awarded	\$11.271M
Endowment	\$800K
Alumni Giving	74%

#### FOUNDATIONAL METRICS

Audit Findings:	
Operational (2018)	9
Financial (2018)	0
IT Operational (2018)	1
Foundation	0
Financial Aid	0
<i>Lean Six-Sigma classes:</i>	<i>TBD</i>
<i>Internal training seminars:</i>	<i>TBD</i>
<i>% completed required training:</i>	<i>TBD</i>

**AMENDMENT #1 TO THE PRESIDENT'S EMPLOYMENT AGREEMENT**

**THIS AMENDMENT # 1 to the President's Employment Agreement** ("Amendment") is made and entered into on this 18<sup>th</sup> day of June 2015 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 the President's Employment Agreement on July 7, 2014 ("Agreement"); and

**WHEREAS**, it is the desire of the parties to amend the subsections related to the evaluation process.

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

1. Subsections 3.2 and 3.3 of the Agreement are hereby amended to incorporate an evaluation process that is consistent with the Florida Polytechnic University Board of Trustees Policy on Annual Review of the President, which is attached as Exhibit A. If there is any conflict between the language in the Agreement and the language in the attached policy, the language in the attached policy will control.

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: \_\_\_\_\_

Mark Bostick  
Chairman, Board of Trustees

\_\_\_\_\_  
Date

**President**

\_\_\_\_\_  
Randy K. Avent

6/18/15  
\_\_\_\_\_  
Date