

# **BOT Meeting Material**

***Note: Additional supportive material is included under "Meeting Materials" for each respective committee.***

## **BOT Meeting Agenda Item III**



**Florida Agricultural and Mechanical University  
Board of Trustees  
ACTION ITEM**

**Governance Committee**

**Date: December 7, 2018**

**Agenda Item: The Florida Police Benevolent Association, Inc. (PBA)  
Collective Bargaining Agreement**

Item Origination and Authorization				
Policy _____	Award of Bid _____	Budget Amendment _____	Change Order _____	
Resolution _____	Contract _____	Grant _____	Other <b>XX</b>	

Action of Board				
Approved _____	Approved w/ Conditions _____	Disapproved _____	Continued _____	Withdrawn _____

**Subject:** Ratification of Collective Bargaining Agreement between FAMU Board of Trustees and the Florida Police Benevolent Association, Inc.

**Rationale:** The Florida Agricultural and Mechanical University Board of Trustees and the Florida Police Benevolent Association, Inc. at Florida Agricultural and Mechanical University have reached a tentative agreement on the renegotiated Collective Bargaining Agreement. The tentative agreement includes in part:

1. The Parties' negotiated Collective Bargaining Agreement will have an effective date of July 1, 2018, with a three (3) year duration, expiring on June 30, 2021.

**Recommendation:** We respectfully request ratification of the Collective Bargaining Agreement.

## **BOT Meeting Agenda Item VI**



**Florida Agricultural and Mechanical University  
Board of Trustees  
ACTION ITEM**

**Friday, December 7, 2018  
BOT Agenda Item: VI**

Item Origination and Authorization				
Policy _____	Award of Bid _____	Budget Amendment _____	Change Order _____	
Resolution _____	Contract _____	Grant _____	Other _____	

Action of Board				
Approved _____	Approved w/ Conditions _____	Disapproved _____	Continued _____	Withdrawn _____

**Subject:** Presidential Performance Bonus

**Rationale:** 5.3 Performance Bonus. *(Excerpt from President Robinson's Employment Agreement)*

Based upon Dr. Robinson's achievement, of specific annual goals and objectives which are mutually agreed upon in writing by Dr. Robinson and the Board and annual evaluation results, Dr. Robinson may be eligible to receive an annual performance bonus of up to twenty percent (20%) of the annual base salary then in effect, as provided for in subparagraph 4.0, contingent upon the availability of funds from the FAMU Foundation. The award of a performance bonus 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 bonus from zero to the maximum of twenty percent (20%).

At its first meeting after September 30 of each year, the Board shall take a vote on payment of a bonus which shall be proportional to the goals and objectives met and shall state the amount thereof, if any. Upon Board approval of a performance bonus, payment of said bonus shall be made within sixty (60) days.

**FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY BOARD OF TRUSTEES  
TALLAHASSEE, FLORIDA 32307  
EMPLOYMENT AGREEMENT FOR DR. LARRY ROBINSON**

This Employment Agreement (hereinafter referred to as "Agreement"), which shall be effective as of December 31, 2017, is entered into by and between the Florida Agricultural and Mechanical University Board of Trustees (hereinafter referred to as "Board"), a public body corporate of the State of Florida, Tallahassee, Florida 32307, and Dr. Larry Robinson (hereinafter referred to as "Dr. Robinson").

**RECITALS**

**WHEREAS**, the Board has the authority to select a president of Florida Agricultural and Mechanical University (hereinafter referred to as "FAMU" or "University") pursuant to Florida Board of Governors Regulation 1.001(5)(c); and

**WHEREAS**, the Board selected Dr. Robinson on November 30, 2017, to serve as the President of the University subject to final confirmation by the Board of Governors of the State University System of Florida ("Board of Governors"); and

**WHEREAS**, the Board wishes to employ Dr. Robinson as President, and Dr. Robinson wishes to serve as President and be its employee, subject to the terms and conditions of this Agreement; and

**WHEREAS**, the Board and Dr. Robinson desire to set forth their respective rights and obligations in this Agreement; and

**WHEREAS**, this Agreement has been duly approved and its execution has been duly authorized by the Board; and

**NOW, THEREFORE**, in consideration of mutual promises, covenants, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board and Dr. Robinson (hereinafter referred to as "Parties") agree as follows:

**1.0 Appointment:**

The Board appoints and employs Dr. Robinson as President and Chief Executive Officer of the University as well as Corporate Secretary for the Board (hereinafter referred to as "President") subject to this Agreement. Dr. Robinson hereby accepts such appointment and employment on the terms and conditions set forth in this Agreement, and further understands that his employment as President is conditioned upon final confirmation by the Board of Governors of the State University System of Florida.

The performance of any financial obligations by the Board under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the Florida legislature for current and future periods. This agreement is subject to the approval of the Board.

**2.0 Term:**

The Board hereby employs Dr. Robinson as President for a term commencing December 31, 2017, and ending on December 31, 2020, subject to confirmation by the Board of Governors, unless otherwise

terminated as provided herein. The Board, in its sole discretion, may offer to extend this Agreement for an additional one-year terms upon the terms and conditions herein or upon such additional or different terms as may be agreed upon by Dr. Robinson and the Board, including salary and benefits. Any renewal of this Agreement is subject to confirmation by the Board of Governors. Dr. Robinson and the Board Chair shall meet no later than January 15, 2020 to discuss their interest in an extension. If an extension is agreed upon, it shall be formalized no later than October 31, 2020. Any extensions of this agreement requires a majority vote of the Board and the written consent of Dr. Robinson. There shall be no penalty to the University in the event the term of this agreement is not extended.

### **3.0 Powers and Duties:**

As President, Dr. Robinson shall perform all duties required subject to the U.S. and Florida Constitutions and Laws as permissible, and the regulations, policies and procedures of the Board of Governors and FAMU Board of Trustees, as now existing or hereafter promulgated. Those duties include, but are not limited to oversight of the general operations of the University including educational leadership; faculty and community relations; long-range strategic planning; budget formulation; supervision of the University's buildings, grounds and equipment; administration of the affairs of the University consistent with Board policy; student recruitment and services; fund raising, development, public relations and alumni affairs; recruitment of personnel; appointment, promotion and dismissal of all faculty and staff; crisis management; anti-hazing; and such other duties as mutually agreed upon with the Board.

During his presidency, Dr. Robinson shall place particular emphasis on and devote ample time to the strategic leadership of the University's fund-raising strategy. This shall include, but shall not be limited to annually establishing operational goals as agreed upon by the Board. The fund raising trend shall be used to set fund raising goals for each year.

### **4.0 Compensation:**

As compensation for the services to be performed under this Agreement, Dr. Robinson shall be paid an annual base salary of \$385,000. The annual base salary shall be funded in compliance with section 1012.975, Florida Statutes, and any amount of the aforementioned annual base salary in excess of the amount authorized by the Florida Legislature shall be paid by the Florida A&M University Foundation, Inc. ("FAMU Foundation") or other available sources. This annual base salary shall be payable according to the pay plan for Executive Service employees at the University, with appropriate deductions for taxes and benefits. The President's salary shall be reviewed annually and may be increased, but not decreased, at the discretion of the Board. Such annual salary review will be accomplished in conjunction with the Board's evaluation of performance as provided in paragraph 5.0 of this Agreement.

### **5.0 Goal Setting, Evaluation, and Bonuses:**

- 5.1 Goal Setting:** On or before January 15, 2018, and on or before each July 1 thereafter, Dr. Robinson shall provide to the Board Chair a list of proposed goals and objectives for the twelve (12) month period beginning on July 1. The Board or a Committee thereof and Dr. Robinson shall agree upon finalized goals and objectives for initial evaluation period and the twelve (12) month periods thereafter.
- 5.2 Evaluation:** On or before June 1, 2018, and no later than each June 1 thereafter, Dr. Robinson shall initiate the evaluation process on such approved goals and objectives for the applicable rating period by submitting to the Board a self-appraisal of said period's

performance. The appraisal shall address performance related to each of the goals and objectives agreed upon for said period's performance.

Commencing July 1 and concluding not later than October 31 of each year, the Board shall evaluate Dr. Robinson's performance based on his achievement of the mutually agreed upon specified goals and objectives and such other criteria as the Board deems appropriate.

- 5.3 **Performance Bonus:** Based upon Dr. Robinson's achievement, of specific annual goals and objectives which, are mutually agreed upon in writing by Dr. Robinson and the Board and annual evaluation results, Dr. Robinson may be eligible to receive an annual performance bonus of up to twenty percent (20%) of the annual base salary then in effect, as provided for in subparagraph 4.0, contingent upon the availability of funds from the FAMU Foundation. The award of a performance bonus 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 bonus from zero to the maximum of twenty percent (20%).

At its first meeting after September 30 of each year, the Board shall take a vote on payment of a bonus which shall be proportional to the goals and objectives met and shall state the amount thereof, if any. Upon Board approval of a performance bonus, payment of said bonus shall be made within sixty (60) days.

#### 6.0 **Other Compensation and Benefits:**

The Board authorizes the FAMU Foundation to provide Dr. Robinson with the following additional compensation and benefits:

- 6.1 **Annuity:** An annuity in the amount of fifteen percent (15 %) of Dr. Robinson's annual base salary, which will be funded by the FAMU Foundation.
- 6.2 **Housing:** The Board authorizes the FAMU Foundation to provide Dr. Robinson a contribution in the amount of \$3,500 monthly as a supplemental housing payment, or housing allowance, so long as Dr. Robinson lives in a private residence.
- 6.3 **Automobile Allowance:** An automobile allowance of \$1,200 per month.
- 6.4 **Club Memberships:** To further enable Dr. Robinson to carry out his duties pursuant to this Agreement, the Board authorizes the FAMU Foundation to pay the annual fees and dues for membership in the Governor's Club and a Tallahassee area country club.
- 6.5 **FAMU Business and Travel Expenses:** The Board shall reimburse Dr. Robinson for all reasonable FAMU related business and travel expenses including annual dues and membership fees for professional associations, meetings and entertainment. The Board may fulfill this obligation through the use of University funds or available funds within the FAMU Foundation as appropriate. When the President's spouse accompanies him on University-related business while he is serving as President, the FAMU Foundation shall cover the spouse's reasonable travel expenses, up to a maximum of \$5,000 annually. Funding is only authorized in conjunction with President's travel outside of the University service area.



- 6.6 For the benefit and convenience of the University, the President's private residence may be used for University-related business and entertainment. The costs associated with such specific events, including but not limited to catering and cleaning, shall be paid by the University or FAMU Foundation on behalf of the University as appropriate. The University shall reimburse Dr. Robinson for any damage to his furnishings arising from the hosting of FAMU events, to the extent not covered by Dr. Robinson's homeowners insurance.
- 6.7 **Technology Support:** The Board shall provide reasonable telephonic, computer, internet access, facsimile and related equipment at the Dr. Robinson's private residence for the performance of his official duties, as appropriate. In addition, the University shall provide Dr. Robinson a mobile telephone for use in his official duties consistent with state law and the Board's regulations, policies and procedures as now existing or hereafter promulgated.
- 6.8 **Other Non-Compensation:** The Board authorizes the FAMU Foundation to provide Dr. Robinson with other forms of non-salary compensation in its discretion subject to prior approval of the Board at the time of the annual budget approval for the FAMU Foundation. The President shall provide a report of all University-related non-salary compensation on or before June 1 of each year to the extent required by state regulation.
- 6.9 Per applicable policies, the President will be expected to submit receipts and any other information which may be needed to ensure proper accounting prior to reimbursement being made. The University reserves the right to request the President repay and/or reimburse the University to the extent it is discovered by an audit or otherwise that the President was incorrectly or excessively reimbursed and/or received reimbursement for a non-allowed or non-approved expense.

7.0 **Standard Benefits:**

Dr. Robinson shall be eligible to participate in all present and future benefits plans maintained by FAMU for Executive Service employees. Such benefits shall include, without limitation, health care, short-term and long-term disability, life insurance programs, retirement plans, deferred compensation plans, tax-deferred savings plans, flexible spending accounts, and annual and sick leave.

8.0 **Participation on Corporate Boards and Other Outside Activities:**

Dr. Robinson agrees to faithfully and diligently discharge all obligations under Agreement and to devote full-time attention and energies to his duties as set forth in this Agreement. The expenditure of reasonable amounts of time for personal or outside business, as well as charitable and professional development activities, shall be permitted in accordance with this paragraph, provided such activities do not interfere with the duties or services to be rendered under this Agreement, the Florida Code of Ethics, and applicable regulations, policies and procedures of the Board or the Florida Board of Governors as now existing or hereafter promulgated. Dr. Robinson shall not engage in any activity that conflicts with or is adverse to the best interests of FAMU.

- 8.1 **Requirement of Prior Approval:** With prior approval of the Board Chair and subject to the confirmation of the Board, Dr. Robinson may serve on the board of directors of for-

profit or non-profit corporations. Any and all income earned by Dr. Robinson in connection with his service on such board of directors shall be paid to and retained by him, and such income or other compensation shall have no effect on the amount of salary, compensation and benefits he is otherwise entitled to receive hereunder.

**9.0 Tenure:**

As a tenured Full Professor in the School of the Environment, Dr. Robinson's status as member of the University's faculty is separate and distinct from the position of President and is governed by the Collective Bargaining Agreement for the faculty and the Board's regulations, policies and procedures regarding tenure as appropriate. However, such Collective Bargaining Agreement, regulations, policies and procedures have no bearing on the appointment as President.

**10.0 Termination:**

10.1 **Termination for "Cause":** The Board and Dr. Robinson agree that the Board may terminate this Agreement at any time for cause upon a majority vote of the Board as set forth in the Board Operating Procedures. For the purposes of this Agreement, "cause" shall be defined as conduct determined by a majority of the Board to be:

- (a) gross negligence, nonfeasance or willful malfeasance in the performance of his duties that materially harms the University;
- (b) acts or omissions by Dr. Robinson that are undertaken or omitted knowingly and are felonious or fraudulent and involve material dishonesty or moral turpitude;
- (c) formal indictment or charge of the President in a court of law with any felony, or any other crime involving misuse or misappropriation of University funds;
- (d) breach of any fiduciary duty with respect to the University; and
- (e) material or repeated failure to perform duties or violation of this Agreement, to meet established performance goals, or to comply with the written regulations, policies and procedures of the Florida Board of Governors or FAMU Board of Trustees or the terms of this Agreement that harms the University.

In the event of termination for cause by the Board, Dr. Robinson's employment shall cease and he shall not be entitled to any further compensation or benefits except for benefits required to be continued by law.

10.2 **Termination without Cause:**

- (a) Upon a majority vote by the Board casting a vote in favor of termination without cause, at any time, the Board may terminate Dr. Robinson's employment as President effective sixty (60) days after the date of such vote for termination without cause. Within thirty (30) days after said vote for termination without cause, Dr. Robinson shall notify the Board in writing whether he intends to continue with the University with the rank of Tenured Professor in the School of the Environment. However, at

the Board's discretion, regardless of the reason for termination and the amount of compensation due. Board may immediately relieve the President of his duties with pay for the required notice period. If the President accepts full-time employment during the 60 day notice period, the Board's financial obligations under this Agreement shall cease.

- (b) If Dr. Robinson decides to continue with the University as a Tenured Professor, then upon the effective date of his termination as President, he shall be entitled to sabbatical benefits for the period of twelve (12) months equal to: (i) his annual base salary in effect at the time such a termination is effective; and (ii) health insurance benefits to the same extent as provided prior to said termination.
- (c) If Dr. Robinson declines to continue with the University as a Tenured Professor, he shall be entitled to accrued annual, sick, compensatory or administrative leave, and other sums which he is lawfully due.

**10.3 Public Statement Regarding Termination:** Upon the conclusion of Dr. Robinson's service as President for any reason other than for cause or death, the University and Dr. Robinson shall work in good faith towards a public statement regarding the conclusion of his presidency. In the event of death or termination for Cause, the University will direct and control the issuance and content of any announcement, release or other statement to any third party, including employees and other members of the University community, as well as the press.

**11.0 Resignation:**

Dr. Robinson may terminate this Agreement at any time upon a minimum of ninety (90) days prior notice to the Board. Dr. Robinson's employment as President shall cease on the effective date of his resignation, and he shall not be entitled to any further presidential compensation or benefits as President, except as set forth in the University's various benefit plans with respect to vesting and rights after termination of employment. The Board may waive any portion or the entire notice period at its discretion and terminate earlier. Dr. Robinson may, at his election, assume active duties as a tenured member of the University's faculty.

In the event of discovery of conduct determined by the Board to be consistent with paragraph 10.1 that occurred prior to resignation, termination or natural expiration of this Agreement, Dr. Robinson shall not be entitled to any further compensation or benefits.

**12.0 Sabbatical and Post-Presidential Faculty Position:**

**12.1 Sabbatical:** Dr. Robinson shall be entitled to the sabbatical benefits set forth in paragraph 10.2(b) if he elects to continue with the University as a Tenured Professor under the following circumstances:

- (a) the natural expiration of the term of this Agreement;
- (b) a termination without cause as set forth in paragraph 10.2; or

(c) As for a resignation set forth in paragraph 11; however, in the event that said resignation occurs before the beginning of the third year of this Agreement, the sabbatical shall be reduced by six (6) months.

12.2 **Post-Presidency Faculty Position:** At the conclusion of his sabbatical, Dr. Robinson may return to his tenured faculty position as a "Distinguished Professor" in the School of Environment. During the first year of his post-presidency faculty position, he shall receive a base salary equal to eighty percent (80%) of his final annual base salary as President. After the first year of his post-presidency faculty position, Dr. Robinson shall receive a base salary equal to that of the highest paid professor of the University or his final annual base salary of \$203,000 as a Distinguished Professor in the School of the Environment, whichever is higher.

For the purposes of this paragraph, the definitions of "Tenured Professor" or "faculty position" shall not include senior executive, administrative or academic administrative positions of the University such as provost, vice president, associate or assistant vice president, dean, director, department chair or any other position at the University defined as "at will."

13.0 **Dispute Resolution:**

The Board and Dr. Robinson agree that if any dispute arises concerning this Agreement they will first attempt in good faith to resolve the dispute to their mutual satisfaction.

13.1 **Mediation:** If the Board and Dr. Robinson are unable to resolve their disputes informally, they both agree that any controversy or claim that either party may have against the other arising out of or relating to the construction, application or enforcement of this Agreement, as well as any controversy or claim based upon the alleged breach of any legal right relating to or arising from Dr. Robinson's employment and/or termination of his employment shall be submitted to non-binding mediation. Within fifteen (15) days after delivery of a written notice of request for mediation from one party to the other, the dispute shall be submitted to a single mediator chosen by the Parties in Tallahassee, Florida. The cost and fees with mediation shall be borne by the University. The Parties agree to pay their own attorney's fees and costs.

13.2 **Arbitration:** If mediation, as described in paragraph 13.1, is unsuccessful, the Board and Dr. Robinson agree that they will submit the dispute to confidential, binding arbitration before one arbitrator in Tallahassee, Florida, in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (hereinafter "AAA") then in effect. The AAA shall provide a list of three arbitrators who are National Academy of Arbitration members. Within ten (10) days of receipt thereof, each party shall strike one, Dr. Robinson shall strike first and notify the University of such choice within ten (10) days of marking of the list and the University shall strike last. Pursuant to the Rules, discovery may include depositions, interrogatories and document production. In any controversy between the University and Dr. Robinson involving the construction, application or enforcement of this Agreement, the arbitrator must base his/her decision upon the written contract and shall not have power to modify, add to or ignore

terms of the Agreement. The written decision of the arbitrator shall be final and conclusive upon both Parties and may be entered in any court having jurisdiction thereof. Arbitrator compensation and administrative fees shall be paid by the University. The Parties agree to pay their own attorney's fees and costs.

To the extent permitted by law, both Parties will use their best efforts to keep any disputes and any efforts to resolve disputes confidential, involving only their respective legal counsel and other persons determined in good faith to have a need to know. To the extent permitted by law, they will also use their best efforts to ensure that such persons do not further disclose any such information. The Board and Dr. Robinson agree that no arbitrator may be an employee at the University or have any material personal or business relationship with the Board, University, or the FAMU Foundation.

**14.0 Personal Contract:**

The obligations and duties of Dr. Robinson as President shall be personal and not assignable or delegable in any manner whatsoever, except as set forth in Board regulations. This Agreement shall be binding upon the heirs, administrators, personal representatives, successors and assigns of both Parties.

**15.0 Notice:**

Unless and until changed by either 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 University: Chair, FAMU Board of Trustees  
Florida A&M University  
Suite 400, Lee Hall  
1601 South MLK Jr. Blvd.  
Tallahassee, Florida 32307

With a copy to: Division of Legal Affairs  
Florida A&M University  
Suite 304 FHAC  
1700 Lee Hall Drive  
Tallahassee, Florida 32307

If to the President: Dr. Larry Robinson  
Office of the President  
Florida A&M University  
Suite 400, Lee Hall  
1601 South MLK Jr. Blvd.  
Tallahassee, Florida 32307

**16.0 Severability:**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision is not contained herein.

**17.0 Waiver:**

Any party's failure to enforce strict performance of any covenant, term, condition, promise, agreement or undertaking set forth in this Agreement shall not be construed as a waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking set forth herein, or waiver or relinquishment of the same covenant, term, condition, promise, agreement or undertaking at any time in the future.

**18.0 Counterparts:**

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

**19.0 No Trust Fund:**

Nothing contained herein and no action taken pursuant to the provisions of this Agreement shall create or be construed to create a trust of any kind.

**20.0 Confirmation Required:**

This Agreement shall become effective only upon confirmation of Dr. Robinson's confirmation as President by the Florida Board of Governors.

**21.0 Governing Law:**

This Agreement shall be construed and interpreted, and the rights of the parties determined in accordance with the U.S. and Florida Constitutions and Laws as permissible, and the regulations, policies and procedures of the Board of Governors and FAMU Board of Trustees, as now existing or hereafter promulgated. The Parties hereby agree to submit to the jurisdiction of Florida courts and federal courts located in Florida. Further, the Parties agree that proper venue for any suit concerning this Agreement shall be Leon County, Florida, or the Federal Northern District of Florida.

**22.0 Entire Agreement and Modification:**

This Agreement sets forth the entire agreement between the Parties and shall govern the respective duties and obligations of the Parties, superseding any other written or oral representations, statements, negotiations or agreements to the contrary. This Agreement may be modified or amended only by mutual written consent of the Parties.

**23.0 Public Disclosure:**


The Parties acknowledge that this Agreement is subject to the Florida Public Records Law, Chapter 119, Florida Statutes, or other provisions, and may, therefore be subject to disclosure by and in the manner provided by law.

**24.0 Headings and Miscellaneous:**

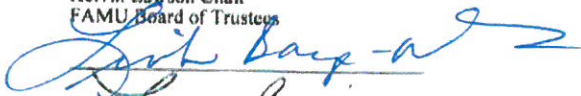
The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement. The terms "Board," "FAMU Board of Trustees," "University" and "FAMU" as used herein, where applicable or appropriate, shall be deemed to include or refer to any duly authorized board, committee, officer or employee of said entity.

IN WITNESS WHEREOF, Dr. Larry Robinson and the authorized representative of the FAMU Board of Trustees have executed this Agreement on January 25, 2018.

Executed By:

  
Kelvin Lawson Chair  
FAMU Board of Trustees

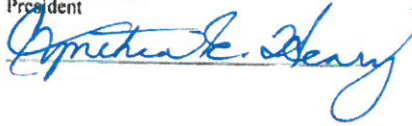
Witness:



Appointment Accepted:

  
Dr. Larry Robinson  
President

Witness:



**FLORIDA A&M UNIVERSITY**  
 FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY

**2017/2018 Presidential Evaluation Summary**

Board Responses	Carver	Dorich	Grubb	Jackson	Lawrence	Linson	Mills	Moore	Perry	Rice	Washington	Waddy	Rating	Average Rating	Total Responses
<b>Annual Priorities And Goals</b>	2-Meets	2-Meets	1-Exceeds	2-Meets	2-Meets	2-Meets	3-Does not Meet	1.5-Exceeds	2-Meets	2-Meets	3-Does not Meet	1-Exceeds	Exceeds Meets Not Meet	3 7 2	12
<b>Strategic Leadership</b>	1-Exceeds	1-Exceeds	1-Exceeds	2-Meets	2-Meets	1-Exceeds	1-Exceeds	1-Exceeds	2-Meets	1-Exceeds	2-Meets	1-Exceeds	Exceeds Meets Not Meet	9 3	12
<b>Educational Leadership</b>	1-Exceeds	2-Meets	1-Exceeds	2-Meets	2-Meets	2-Meets	2-Meets	2-Meets	2-Meets	2-Meets	2-Meets	1-Exceeds	Exceeds Meets Not Meet	3 9	12
<b>Organizational Management</b>	1-Exceeds	1-Exceeds	1-Exceeds	1-Exceeds	2-Meets	1-Exceeds	2-Meets	2.5-Meets	2-Meets	2-Meets	2-Meets	1-Exceeds	Exceeds Meets Not Meet	6 6	12
<b>Financial Management</b>	1-Exceeds	1-Exceeds	1-Exceeds	2-Meets	2-Meets	1-Exceeds	2-Meets	2-Meets	2-Meets	2-Meets	3-Does not Meet	1-Exceeds	Exceeds Meets Not Meet	6 5 1	12
<b>Work Plan</b>	1-Exceeds	1-Exceeds	1-Exceeds	1-Exceeds	1-Exceeds	1-Exceeds	2-Meets	2-Meets	2-Meets	1-Exceeds	1-Exceeds	2-Meets	Exceeds Meets Not Meet	9 3	12
<b>Fund Raising</b>	2-Meets	2-Meets	2-Meets	2-Meets	3-Does not Meet	2.5-Meets	2-Meets	2-Meets	2-Meets	2-Meets	2-Meets	2-Meets	Exceeds Meets Not Meet	11 1	12
<b>External Relations</b>	1-Exceeds	1-Exceeds	1-Exceeds	1-Exceeds	1-Exceeds	1-Exceeds	1-Exceeds	1-Exceeds	2-Meets	1-Exceeds	1-Exceeds	1-Exceeds	Exceeds Meets Not Meet	11 1	12
<b>Internal Relations</b>	1-Exceeds	1-Exceeds	1-Exceeds	1-Exceeds	1-Exceeds	1-Exceeds	2-Meets	1.5-Exceeds	2-Meets	1-Exceeds	2-Meets	1-Exceeds	Exceeds Meets Not Meet	8 4	12
<b>Board and Governance Relations</b>	1-Exceeds	1-Exceeds	1-Exceeds	1-Exceeds	2-Meets	1-Exceeds	2-Meets	2.5-Meets	1-Exceeds	2-Meets	2-Meets	2-Meets	Exceeds Meets Not Meet	6 6	12
<b>Personal Characteristics Values</b>	1-Exceeds	1-Exceeds	1-Exceeds	1-Exceeds	1-Exceeds	1-Exceeds	1-Exceeds	1.5-Exceeds	1-Exceeds	1-Exceeds	2-Meets	1-Exceeds	Exceeds Meets Not Meet	11 1	12

\*RNP denotes- Rating Not Provided



**President Self-Assessment and Trustee Majority Rating**

Response	Annual Goals and Objectives	Strategic Leadership	Educational Leadership	Organizational Management	Financial Management	Work Plan	Student Retention	External Relations	Internal Relations	Board and Governance Relations	Personal Characteristics and Values
Interim President Robinson	2-Meets	1-Exceeds	1-Exceeds	1-Exceeds	1-Exceeds	1-Exceeds	2-Meets	1-Exceeds	1-Exceeds	2-Meets	1-Exceeds
Board of Trustees	2-Meets	1-Exceeds	2-Meets	2-Meets	2-Meets	1-Exceeds	2-Meets	1-Exceeds	1-Exceeds	2-Meets	1-Exceeds

**Methodology:** The score for each performance area is determined by dividing the combined scores of each evaluator by the number of evaluators responding.

## **Consent Agenda Items**

# Minutes

**Florida Agricultural and Mechanical University  
Board of Trustees**



**MEETING MINUTES  
June 7, 2018**

**CALL TO ORDER AND WELCOME**

*Kelvin Lawson, Chair*

Chair Lawson called the meeting to order. Pamela Zackery called the roll and a quorum was established. The following trustees were present: Carter, Dortch, Grable, Jackson, Lawrence, Lawson, Mills, Moore, Perry, Reed, Washington, and Woody.

Chair Lawson extended an official welcome to Trustee David Jackson, FAMU's new Student Government president. Chair Lawson also asked the Board to observe a moment of silence for the late Dr. Clyde Ashley who was a professor in the School of Business and Industry.

**PUBLIC COMMENTS**

Lt. Colonel Greg Clark, President of the FAMU National Alumni Association, shared that the alumni raised \$600,804.11 at its national convention in Orlando.

The following individuals presented public comments:

Mr. Maseleka Mandela  
Ms. Vonceil Bradford  
Dr. Carolyn Collins

**PRESIDENT'S REPORT**

*Dr. Larry Robinson, President*

Chair Lawson recognized President Robinson for his report. Dr. Robinson presented a video with highlights from the past 90 days:

- The University held three commencement ceremonies, with over 1100 graduates. FAMU alumni film maker Rob Hardy and Shundrawn Thomas, president of Northern Trust Asset Management, addressed the graduates during the ceremonies.
- Former Attorney General Loretta Lynch was the keynote speaker for the College of Law Hooding Ceremony.
- Senator Marco Rubio visited the campus and held a listening session with students. He was also made aware of a proposal for a center of excellence, which would focus on global sustainable infrastructure development.
- President Robinson, VP Timothy Moore, Dean Andrew Chin and Dean Murray Gibson plan to travel to Washington, D.C. to meet with the Director of the HBCU White House Initiative and other federal agency staff.
- Members of the Congressional Black Caucus, including Al Lawson Alma Adams, and Anthony Brown, visited the campus and acknowledged their support for HBCU's partnering with the Department of Defense.

**Florida Agricultural and Mechanical University  
Board of Trustees**



- President Robinson’s student recruitment bus tour visited five cities, making stops at high schools and state colleges. Applications for admission are up 20% this year.
- Forty FAMU students commemorated the 50<sup>th</sup> anniversary of the death of Rev. Dr. Martin Luther King by visiting Memphis, where they learned leadership skills, the importance of community involvement and participated in a march. They also met with Senator Bernie Sanders and FAMU alumnus Common.
- FAMU students placed eighth in the Honda All-Star competition.
- FAMU students also took home \$25,000 in scholarships after emerging as the number one team in the HBCU Battle of the Brains competition.
- In March 2018, the SACSCOC onsite committee conducted a visit to FAMU. The visit culminated with the SACSCOC team not having any recommendations for the University. This is the most favorable outcome a university can receive. FAMU expects to receive official acknowledgement from SACSCOC in December 2018.
- President Robinson and several deans visited Dow Chemical plants in Texas and Michigan. Efforts are underway to secure a partnership with Dow to support students and faculty.
- President Robinson attended the Tampa NAA Chapter’s gala and the National Alumni Convention in Orlando.
- President Robinson shared that his installation will be held on November 9, 2018.
- The President held a retreat with the University’s managers and focused on customer service, accountability and the strategic initiatives.

President Robinson shared the following update regarding his goals:

<b>President Robinson’s 2018 Goals</b>			
<b>Metrics</b>	<b>Baseline</b>	<b>2018 Actual</b>	<b>2018 Goal</b>
1. Increase FAMU’S Overall Score on PBF Metrics	<b>65</b>	<b>72</b>	<b>&gt;65</b>
2. Increase the University’s Six-Year Graduation Rate by 5%	<b>40.7%</b>	<b>47.3%</b>	<b>45.7%</b>
3. Achieve First-Time Licensure Pass Rates that Meet or Exceed State/National Benchmarks in Law (Goal: $\geq 70\%$ ), Nursing ( $\geq 87\%$ ), Pharmacy ( $\geq 93\%$ ) and Physical Therapy ( $\geq 91\%$ )	<b>0 of 4</b>	<b>TBD</b>	<b>1 of 4</b>
4. Increase Annual Giving by 25% and Implement a Plan to Launch a Capital Campaign	<b>\$8.5M</b>	<b>\$4.01M as of June 4</b>	<b>\$10.6M</b>
5. Implement a Comprehensive Plan to Improve Customer Service in Key Campus Administrative Units and Enhance Engagement with Stakeholder Groups	<b>N/A</b>	<b>On track</b>	<b>Implement plan by June 30</b>

**Florida Agricultural and Mechanical University  
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Metrics	Baseline	2018 Actual	2018 Goal
6. Increase Total Headcount Enrollment by 5%	9,614	9,909	10,029
7. Develop a Comprehensive Housing Plan by June 2018 to Address Short and Long Term Housing Strategies	N/A	On track	Develop plan by June 30
8. Increase Total R&D Expenditures by 1%*	\$45.4M	\$38M as of June 1	\$45.8M
9. Reduce Overall Expenditures by 5% and Continue to Invest in the University's Key Initiatives and Strategic Priorities, while Increasing Cash Flow and Liquidity (reserves)	N/A	TBD	\$2.2M
10. Strengthen the University's Financial Health by Achieving or Exceeding a Minimum Debt Ratio of 0.84	-	TBD	0.84

**STANDING COMMITTEE REPORTS**

Chair Lawson recognized the Committee chairs to present their respective reports.

**Academic and Student Affairs**

*Trustee Matthew Carter, Chair*

The Academic and Student Affairs Committee had several action items for approval:

- Eighteen (18) faculty members were recommended for tenure
- An honorary doctorate degree (posthumous) to LTC David E. Pollard, Sr.
- An honorary doctorate degree to Dr. Shelia A. McClure
- Proposal for the Bachelor of Science in Biomedical Engineering effective fall 2018
- Memorandum of Agreement on the Management Plan of the College of Engineering
- 2018/2019 Accountability Plan
- Four-Year Graduation Rate Improvement Plan
- Revisions to the Master of Science in Systems Engineering proposal that was approved during the March BOT meeting

**Special Committee on Athletics**

*Kelvin Lawson, Chair*

Chair Lawson shared that the Committee heard an update on the projected 2018/2019 budget. He said that Athletics continues to have monthly reviews with the Board of Governors, as well as internal reviews. He stated that the team is committed to managing expenses and revenues, while raising addition funds.

**Florida Agricultural and Mechanical University  
Board of Trustees**



**Audit and Compliance**

*Trustee Craig Reed, Chair*

Trustee Reed reported that the Committee received, reviewed, and approved the Compliance and Ethics Program Plan. Rica Calhoun, the chief compliance and ethics officer outlined her goals for the next three years based and provided an update of her progress.

The Committee also heard updates regarding audit findings, the athletics review, and the operational audit.

**Budget, Finance and Facilities**

*Trustee Kimberly Moore, Chair*

Trustee Moore indicated that the Committee met on June 6, 2018 and had one consent item, five action items and two discussion items. The Center for Access and Student Success (CASS) and the Housing Project Plan needed some follow-up. Trustee Moore stated that she anticipated a meeting would be called to address with those items.

**Direct Support Organizations**

*Trustee David Lawrence, Vice, Chair*

The Committee heard an update on the DSO policy that was updated due to the passage of Senate Bill 4. Trustee Lawson indicated that the Committee was enthusiastic about Dr. Friday-Stroud's leadership.

**Governance**

*Trustee Harold Mills, Chair*

Trustee Mills reported that the Governance Committee is recommending approval of the following:

- Legislative Budget Request
- Regulation 5.005 – Freedom of Expression and Assembly Rights and Responsibilities
- Policy 2008-01 – University Communications and Media Policy
- FAMU as a smoke-free University – Regulation 5.006

The Committee also received updates on the BOT survey and President Robinson's self-evaluation and 2018/2019 goals, which should be received by the Board in early to mid-July.

**Florida Agricultural and Mechanical University  
Board of Trustees**



**Special Committee on the College of Law**

*Trustee Belvin Perry, Chair*

Trustee Perry shared that Dean Leroy Pernell and Associate Dean Alicia Jackson appeared before the committee to provide an update on the bar passage rate and steps the College of Law is taking to address bar preparation. They also outlined new programs that would be instituted. President Robinson indicated that the University will hire an outside consultant to review the program to ensure that it is headed in the right direction.

**Strategic Planning and Performance Measures**

*Trustee Craig Reed*

Trustee Reed reported that the Committee heard updates on the strategic plan, the customer service initiative and the University's performance measures.

**CONSENT AGENDA**

Chair Lawson asked if there were any additions to the consent agenda or if anything needed to be removed from the agenda. Trustee Moore indicated that BFF 2 – CASS Amendment 3 and BFF 4 – Housing Plan Project were heard as discussion items. Chair Lawson stated that they were removed from the consent agenda and asked VP Wanda Ford to let him know when those two items are ready for the Board's consideration, so that a meeting can be called to address them. Trustee Lawrence asked if the DSO Policy was added to the consent agenda and Chair Lawson indicated that it was. Trustee Lawson confirmed that the smoke-free policy was on the consent agenda. Trustee Dortch moved approval of the consent agenda. It was properly seconded and the motion carried. The consent agenda included the following items:

**Board of Trustees (BT)**

BT1 March 8, 2018 Minutes

**Academic and Student Affairs Committee (ASA)**

- ASA1 Tenure
- ASA2 Honorary Doctoral Degree – LTC David E. Pollard, Sr.
- ASA3 Honorary Doctoral Degree – Shelia A. McClure
- ASA4 New Degree Program – Bachelor of Science in Biomedical Engineering
- ASA5 Four-Year Graduation Rate Improvement Plan
- ASA6 Accountability Plan
- ASA7 Revised Master of Science – Systems Engineering Degree Program

**Audit and Compliance Committee (AC)**

AC1 Compliance Program

**Budget, Finance and Facilities Committee (BFF)**

BFF1 Capital Improvement Program (2019-2024)



# Florida Agricultural and Mechanical University Board of Trustees



- BFF3 Energy Savings Performance Contract Vendor Selection/  
Authorization to Proceed with Negotiations
- BFF5 Preliminary 2018-19 Budget
- BFF6 Amend FAMU Regulation 6, Procurement
- BFF7 Amend BOT Regulation 3.017, Schedule of Tuition and Fees

## **Governance Committee (GC)**

- GC1 2019/2020 Legislative Budget Request
- GC2 Regulation 5.005 – Freedom of Expression and Assembly Rights and  
Responsibilities
- GC3 University Communications and Media Policy
- GC4 Regulation 5.006 – No Smoking and Tobacco Use

## **ENTOMOLOGY PRESENTATION**

Dr. Lambert Kanga, Director of Entomology and Dr. Paul Shirk, USDA presented the proposal for a new entomology building at FAMU. The proposal was submitted to the USDA Agricultural Research Service (ARS) a year ago and the preliminary designs have been drafted. The building would house not only the Entomology Department, but ARS faculty members that are located on campus. It would provide space for research, education, outreach and an entomology museum. The proposal is being supported by the USDA and requires the support of other stakeholders.

## **DSO POLICY**

Chair Lawson informed the Board that the DSO Policy was not on the consent agenda, so he asked for a motion of approval. Trustee Lawrence moved approval of the policy. It was properly seconded and the motion carried.

## **GRADUATION RATE IMPROVEMENT PLAN**

Chair Lawson asked Dr. Dhyana Ziegler to address the Board regarding plans to improve graduation and retention rates in the School of Journalism and Graphic Communication. Dr. Ziegler indicated that strategies include:

- Enhancing coordination of academic advisors with SJGC Curriculum Committee to ensure students follow the curriculum maps of academic programs.
- Monitoring student progress in BlackBoard for early intervention for students who are having difficulties to provide support services where needed.
- Enhancing recruitment efforts to attract high performing students.
- Developing online classes and online tutorials to assist student with matriculation through distance learning.
- Offering additional sections of high traffic required courses.
- Enhancing customer service on all levels to create a culture of “*Excellence with Caring.*”
- Constantly upgrading curriculum, facilities and technology to mirror industry.

**Florida Agricultural and Mechanical University  
Board of Trustees**



- Ensuring students have professional development opportunities through internships and exposure to industry professionals to provide employment opportunities after graduation.
- Strengthening relationships with Community Colleges to attract transfer students.
- Developing a new degree program in Digital Media for undergraduates.
- Adding new faculty with digital media skill sets.

**ENGINEERING MEMORANDUM OF AGREEMENT**

Chair Lawson informed the Board that Attorney Thomas said that there was a lack of clarity regarding whether the College of Engineering MOA was on the consent agenda. He said that to avoid confusion or controversy, the Board should take this item to a vote. Trustee Carter moved approval of the MOA. It was properly seconded and the motion carried.

**DIRECTOR OF BANDS**

Dr. Shelby Chipman, Director of Bands updated the Board on the plans for the Marching 100 to participate in the 130<sup>th</sup> Tournament of Roses parade in Pasadena, CA on January 1, 2019. It is anticipated that the television broadcast of the parade will reach 70 million viewers. Dr. Chipman shared that there is also an ongoing effort to raise funds to support the band's participation in this effort.

**ADJOURNMENT:**

There being no further business for the Board, the meeting adjourned.



**Florida Agricultural and Mechanical University  
Board of Trustees**



**BOARD OF TRUSTEES MEETING  
MEETING MINUTES  
June 15, 2018**

Chair Kelvin Lawson called the meeting to order. Attorney Barge-Miles called the roll and a quorum was established. The following trustees were present: Matthew Carter, Thomas Dortch, Bettye Grable, David Jackson III, David Lawrence, Kelvin Lawson, Kimberly Moore, Nicole Washington and Robert Woody.

Chair Lawson clarified that the approval of Housing Project Phase 1A would be heard first and that the Center for Access and Student Success Amendment #3 was changed to an informational item.

Vice President Ford presented an overview of the proposed Housing Project Phase 1A. The project will have a dual focus; refinancing and restructuring of the existing debt, and the development and construction of a new 700-bed student housing and dining facility. This phase will be a replacement for the proposed decommissioning of Paddyfoote, Truth Hall, and Palmetto North. Phase 1A will replace the lost 500 beds due to the aforementioned decommissioning and provide the University with 200 new beds. Trustee Moore moved approval of this item. It was seconded by Trustee Woody and the motion carried.

Next Chair Lawson shared that the item regarding the Center for Access and Student Success was not ready for Board action.

With there being no further business, the meeting adjourned.



**Florida Agricultural and Mechanical University  
Board of Trustees**



**BOARD OF TRUSTEES MEETING  
MEETING MINUTES  
August 9, 2018**

Chair Kelvin Lawson called the meeting to order. Attorney Barge-Miles called the roll and a quorum was established. The following trustees were present: Thomas Dortch, Bettye Grable, David Jackson III, David Lawrence, Kelvin Lawson, Harold Mills, Kimberly Moore, and Nicole Washington.

Public comments were presented by William Youmans and Charles Lewis.

Next, President Robinson presented his report to the Board. He shared highlights from a visit to Gainesville set-up by Trustee Woody earlier in the week. President Robinson then informed the Board that Trustee David Lawrence had penned a new book about his life story, "A Dedicated Life: Journalism, Justice and a Chance for Every Child."

President Robinson also reminded the trustees about the first home football game on September 1, 2018, Homecoming Convocation on October 5, 2018 and his Inauguration events on November 8-9, 2018.

Chair Lawson stated that the matters that were discussed during the committee meetings without a quorum would be removed from the consent agenda and would be considered separately, by the full Board, in separate motions. Trustee Mills moved approval of the Consent Agenda. It was seconded by Trustee Dortch and the motion carried.

Next, the separate motions for the committees referenced above were heard:

- BFF1 - 2018/2019 budget. Moved by Trustee Mills, seconded by Trustee Jackson. Motion approved.
- BFF 2 - CASS Amendment. Moved by Trustee Dortch, seconded by Trustee Mills. Motion approved.
- SPPM1 – Metric 10. Moved by Trustee Dortch, seconded by Trustee Mills. Motion approved.

There was no further business and the meeting adjourned.

**Academic and Student Affairs  
Committee**



**Florida Agricultural and Mechanical University  
Board of Trustees Action Item**

**Academic and Student Affairs Committee**

**Date: December 7, 2018**

**Agenda Item: IV**

Item Origination and Authorization				
Policy _____	Award of Bid _____	Budget Amendment _____	Change Order _____	
Resolution _____	Contract _____	Grant _____	Other _____	

Action of Board				
Approved _____	Approved w/ Conditions _____	Disapproved _____	Continued _____	Withdrawn _____

**Subject:** Textbook Affordability Annual Report

**Rationale:** Subsection 1004.085(8), Florida Statutes, on Textbook Affordability requires that each state university board of trustees submit a report by September 30 of each year to the Chancellor of the State University System, the textbook and instructional materials selection process for general education courses with a wide cost variance and high-enrollment courses; specific initiatives of the institution designed to reduce the costs of textbooks and instructional materials; policies implemented related to the process; and the number of courses and course sections that were not able to meet the textbook and instructional materials posting deadline for the previous academic year.

**Attachment:** Textbook Affordability Annual Report

**Recommendation:** It is recommended that the Board of Trustees approve the 2018 Textbook Affordability Annual Report.





**Florida Agricultural and Mechanical University  
Board of Trustees  
ACTION ITEM**

**Academic and Student Affairs Committee**

**Date: December 7, 2018**

**Agenda Item: V**

Item Origination and Authorization				
Policy _____	Award of Bid _____	Budget Amendment _____	Change Order _____	
Resolution _____	Contract _____	Grant _____	Other _____	

Action of Board				
Approved _____	Approved w/ Conditions _____	Disapproved _____	Continued _____	Withdrawn _____

**Subject: Tenure Upon Appointment - Dr. Warren Hope**

**Rationale:** In accordance with Article 15.8, Collective Bargaining Agreement (2014 – 2017), “Tenure may be granted to a faculty member by the Board at the time of initial appointment, upon recommendation of the appropriate administrator. The administrator shall consider the recommendation of the department or equivalent unit prior to making his/her final tenure recommendation.”

Tenure Upon Appointment is a condition of employment that is offered to a faculty member who has previously held a tenured position. Requests for Tenure Upon Appointment are approved by the Provost and the President. The documentation has been reviewed by the university-wide tenure and promotion committee and the school/college tenure and promotion committee.

**Attachment:** Curriculum Vita

**Recommendation:** It is recommended that the Board of Trustees approve tenure for Dr. Warren Hope.



**Florida Agricultural and Mechanical University  
Board of Trustees  
ACTION ITEM**

**Academic and Student Affairs Committee**

**Date: December 7, 2018**

**Agenda Item: VI**

Item Origination and Authorization			
Policy ____	Award of Bid ____	Budget Amendment ____	Change Order ____
Resolution ____	Contract ____	Grant ____	Other ____

Action of Board				
Approved ____	Approved w/ Conditions ____	Disapproved ____	Continued ____	Withdrawn ____

**Subject: Industrial Hemp Research Pilot Program**

**Rationale:** The 2017 Florida Legislature passed the Industrial Hemp legislation (CS/CS/SB 1726) which empowers the Florida Department of Agriculture and Consumer Services (FDACS) to oversee the development of the industrial hemp pilot projects at the University of Florida (UF) and Florida Agricultural and Mechanical University (FAMU).

The purpose of these pilot projects is to conduct research in the cultivation, management, processing, testing, commercial application, and marketing for the commercialization of industrial hemp in Florida.

**Recommendation:** It is recommended that the Board of Trustees approve the Hemp proposal.

# **Audit and Compliance Committee**

# **FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY**



*Excellence with Caring*

## **Risk Assessment and Internal Audit Plan 2018 - 2019**

**Division of Audit and Compliance  
Richard Givens, Vice-President**

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## *Executive Summary*

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In developing the 2018-19 Internal Audit Plan, we performed a university-wide internal audit risk assessment, a process that identified and analyzed risks facing Florida Agricultural and Mechanical University (FAMU). The risk assessment served as the primary basis for developing the 2018-2019 Internal Audit Plan. The objective of the risk assessment is to align internal audit resources to those processes that pose the highest risk to the University's ability to achieve its objectives. In addition, we considered fraud risk factors in the development of this Internal Audit Plan.

While completing this year's risk assessment, we met with the senior management team to identify risk spheres in which the University's risk changed from the prior year's risk assessment as a result of new programs or initiatives implemented during 2017-18 to mitigate risks, and changes that could adversely impact risks, such as legislation or other factors. Additionally, we involved all departments in the risk assessment process by having department management complete customized risk-assessments which assessed the department's implementation and effectiveness of controls related to areas of risk as defined by the Association of College and University Auditors. We also considered the results of various Division of Audit & Compliance audits, investigations, and consulting activities that disclosed risks or mitigating controls affecting risk. Also considered were results of external audits (primarily the operational audit performed by the Office of the Auditor General). We conducted interviews with certain members of the Executive Staff and members of FAMU's Board of Trustees related to the University's overall risk universe. Each interviewee was asked to comment on the risks associated with FAMU's ability to execute its core objectives and risks specifically related to their span of control.

**Budget, Finance, and Facilities  
Committee**



## Florida Agricultural and Mechanical University Board of Trustees Action Item

Meeting Date November 20, 2018

Agenda Item: \_V\_

### Item Origination and Authorization

Policy _____	Award of Bid _____	Budget Amendment _____	Change Order _____
Resolution <u>  X  </u>	Contract _____	Grant _____	Other _____

### Action of Board

Approved _____	Approved w/ Conditions _____	Disapproved _____	Continued _____	Withdrawn _____
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**Subject:**

Campus Master Plan Update and Campus Development Agreement (CDA) approval and adoption.

**Rationale:**

The development of the FAMU Master Plan Update is a requirement under Subsection 1013.30 (9) F.S. The Final Master Plan and Supporting Inventory, and Analysis documents are used to determine necessary facility requirements, building placement and proposed campus expansion to support the proposed student enrollment.

Currently, the existing master plan is going through the five-year intermediate update.

We have completed:

- Over 20 visioning sessions with stakeholders and stakeholder groups including academic, research, auxiliary, sustainability, student affairs, student government, and alumni
- Master Plan Update Presentation to Board of Trustees in March 2018 (action item - approval to initiate agency review, public hearings, and CDA)
- Informal Public Information Session Open House (per Florida Statutes)
- First Public Hearing (per Florida Statutes; advertisement in local newspaper)
- Submit Draft Master Plan to Host Community + State Agencies (per Florida Statutes; 90 days for review, advertisement in local newspaper)

The following is the tentative look ahead schedule for completing the final master plan update:

**November 2018**

- First City of Tallahassee Public Hearing to approve existing Campus Development Agreement extension through June 2019
- BOT Meeting to approve Campus Master Plan with revisions as transmitted to Tallahassee-Leon County Planning Department

**December 2018**

- Second City of Tallahassee Public Hearing to approve existing Campus Development Agreement extension through June 2019
- Second City of Tallahassee Public Hearing to approve Campus Master Plan Update



## Florida Agricultural and Mechanical University Board of Trustees Action Item

- First City of Tallahassee Public Hearing to approve updated Campus Development Agreement

### **January 2019**

- Second City of Tallahassee Public Hearing to approve updated Campus Development Agreement
- Execute Campus Development Agreement with City of Tallahassee

**Recommendation:** Approve and adopt the Campus Master Plan update and the Campus Development Agreement for the Florida Agricultural and Mechanical University.

### **Attachments:**

1. Agency summary review document
2. Tallahassee-Leon County master plan tracking response





**Florida Agricultural and Mechanical University  
Board of Trustees Action Item**

**Meeting Date November 20, 2018**

**Agenda Item: VI**

Item Origination and Authorization			
Policy _____	Award of Bid _____	Budget Amendment _____	Change Order _____
Resolution <u>  X  </u>	Contract _____	Grant _____	Other _____

Action of Board				
Approved _____	Approved w/ Conditions _____	Disapproved _____	Continued _____	Withdrawn _____

**Subject:** Approval of Continuing Service Agreements

**Rationale and Summary:**

The goal was to select Five (5) companies from each Category (Architects, Civil, Mechanical-Electrical-Plumbing Engineering - MEP, and Construction Management). Additional two (2) companies will be selected for Environmental Health and Safety, and one (1) each for Landscaping and Structural Engineering services.

Per the 287.055(2)(g) Florida Statutes:

(2)(g): A “continuing contract” is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

The term of this Agreement is for an initial period of one year. Owner shall have the option to renew this Agreement upon written notice for one (1) additional year at a time up to a total of two (2) additional years.

**Process for Procurement:**

1. The RFQ was posted in August 2018 and submittals were due in September 2018.
2. A selection committee consisting of 5 members was established to evaluate the responses and make recommendation, based on the pre-established selection criteria of
  - a) Past Performance
  - b) Experience and Ability
  - c) Design Ability
  - d) Minority Business Enterprise (MBE) Credit
  - e) Work in Progress
  - f) SUS Work



## Florida Agricultural and Mechanical University Board of Trustees Action Item

After the reviews by the selection Committee the following firms were recommended for awarding the Continuing service agreements, based on their overall score and ranking.

Name of Vendor	Category
Clemons, Rutherford & Associates	Professional Architectural Continuing Services
EMI Architects	
Fitzgerald Collaborative Inc.	
Gilchrist Ross Crowe Architects	
JRA Architects	
Dewberry Engineers Inc.	Professional Civil Continuing Services
George & Associates	
Genesis Group	
Kimley Horn	
North Florida Professional Services	
Affiliated Engineers	Professional MEP Continuing Services
H2 Engineering Inc.	
Moses & Associates Engineering	
Pinnacle Engineering Group	
Watford Engineering Inc.	
Albritton Williams Inc.	Professional Construction Management Continuing Services
Allstate Construction Inc.	
Mad Dog Construction	
RAM Construction and Development	
Shaffield Building Specialties Inc.	
Rose Management Enterprises	Professional Environmental Continuing Services
Servpro Clearwater	
Wood + Partners Inc.	Professional Landscape Continuing Services
Barkley Consulting Engineering, Inc.	Professional Structural Continuing Services

**Recommendation:** Board of Trustees approve the selection of proposed Continuing Services vendors and authorizes the President to execute the necessary contracts and agreements. These contracts will be executed after the Board approval and review and comments by Office of General Counsel.



Florida Agricultural and Mechanical University  
Board of Trustees Action Item

Meeting Date November 20, 2018

Agenda Item: VI

Item Origination and Authorization			
Policy _____	Award of Bid _____	Budget Amendment _____	Change Order _____
Resolution <u>X</u>	Contract _____	Grant _____	Other _____

Action of Board				
Approved _____	Approved w/ Conditions _____	Disapproved _____	Continued _____	Withdrawn _____

**Subject:** Approval of Continuing Service Agreements

**Rationale and Summary:**

The goal was to select Five (5) companies from each Category (Architects, Civil, Mechanical-Electrical-Plumbing Engineering - MEP, and Construction Management). Additional two (2) companies will be selected for Environmental Health and Safety, and one (1) each for Landscaping and Structural Engineering services.

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The term of this Agreement is for an initial period of one year. Owner shall have the option to renew this Agreement upon written notice for one (1) additional year at a time up to a total of two (2) additional years.

**Process for Procurement:**

1. The RFQ was posted in August 2018 and submittals were due in September 2018.
2. A selection committee consisting of 5 members was established to evaluate the responses and make recommendation, based on the pre-established selection criteria of
  - a) Past Performance
  - b) Experience and Ability
  - c) Design Ability
  - d) Minority Business Enterprise (MBE) Credit
  - e) Work in Progress
  - f) SUS Work



## Florida Agricultural and Mechanical University Board of Trustees Action Item

After the reviews by the selection Committee the following firms were recommended for awarding the Continuing service agreements, based on their overall score and ranking.

Name of Vendor	Category
Clemons, Rutherford & Associates	Professional Architectural Continuing Services
EMI Architects	
Fitzgerald Collaborative Inc.	
Gilchrist Ross Crowe Architects	
JRA Architects	
Dewberry Engineers Inc.	Professional Civil Continuing Services
George & Associates	
Genesis Group	
Kimley Horn	
North Florida Professional Services	
Affiliated Engineers	Professional MEP Continuing Services
H2 Engineering Inc.	
Moses & Associates Engineering	
Pinnacle Engineering Group	
Watford Engineering Inc.	
Albritton Williams Inc.	Professional Construction Management Continuing Services
Allstate Construction Inc.	
Mad Dog Construction	
RAM Construction and Development	
Shaffield Building Specialties Inc.	
Rose Management Enterprises	Professional Environmental Continuing Services
Servpro Clearwater	
Wood + Partners Inc.	Professional Landscape Continuing Services
Barkley Consulting Engineering, Inc.	Professional Structural Continuing Services

**Recommendation:** Board of Trustees approve the selection of proposed Continuing Services vendors and authorizes the President to execute the necessary contracts and agreements. These contracts will be executed after the Board approval and review and comments by Office of General Counsel.



**Florida Agricultural and Mechanical University  
Board of Trustees  
ACTION ITEM**

**Budget, Finance & Facilities Committee**

**Date: November 20, 2018**

**Agenda Item: VII**

Item Origination and Authorization				
Order _____	Policy _____	Award of Bid _____	Budget Amendment <u>X</u> _____	Change _____
	Resolution _____	Contract _____	Grant _____	Other _____
Action of Board				
Approved _____	Approved w/ Conditions _____	Disapproved _____	Continued _____	Withdrawn _____

**Subject:** Approval of University’s Carryforward Spending Plan

**Rationale:** The carryforward funds are unexpended E&G balances from all prior-period appropriations. The Board of Governors’ Regulation 9.007(3)(a)2 indicates Universities shall accumulate these funds for activities such as, but not limited to a contingency for unfunded enrollment growth, potential budget reductions, anticipated increases in university operations, and prior year encumbrances. Attached you will find Florida A&M University’s Carryforward Spending Plan that will be submitted to the Board of Governors for review in their January meeting.

**Recommendation:** It is recommended that the Board of Trustees approve the 2018 Carryforward Spending Plan.

Prepared by: Budget Office

Approved by: Vice President Wanda Ford



**Florida Agricultural and Mechanical University  
Board of Trustees  
ACTION ITEM**

**Budget, Finance and Facilities Committee**

**Date: November 20, 2018**

**Agenda Item: VIII**

Item Origination and Authorization				
Order _____	Policy _____	Award of Bid _____	Budget Amendment <u>X</u> _____	Change _____
	Resolution _____	Contract _____	Grant _____	Other _____

Action of Board				
Approved _____	Approved w/ Conditions _____	Disapproved _____	Continued _____	Withdrawn _____

**Subject:** Approval of Student Government Carryforward Funds

**Rationale:** Additional Budget Authority is requested in the following budget entity: Fund 117 Student Activities - Florida Statutes 1009.24(10)(b) states: “Unexpended funds and undisbursed funds remaining at the end of a fiscal year shall be carried over and remain in the student activity and service fund and be available for allocation and expenditure during the next fiscal year.” The amount of unexpended funds for fiscal year 2017-18 is \$328,000 and additional budget authority is being requested for this amount.

**Recommendation:** It is recommended that the Board of Trustees approve the Student Government Carryforward Funds.

Prepared by: Budget Office

Approved by: Vice President Wanda Ford



**Florida Agricultural and Mechanical University  
Board of Trustees  
ACTION ITEM**

**Budget, Finance and Facilities Committee**

**Date: November 20, 2018**

**Agenda Item: IX**

Item Origination and Authorization				
Policy ____	Award of Bid ____	Budget Amendment_X ____	Change Order ____	
Resolution ____	Contract ____		Grant ____	Other ____

Action of Board				
Approved ____	Approved w/ Conditions ____	Disapproved ____	Continued ____	Withdrawn ____

**Subject:** Approval for Payment of FAMU DRS Roof Repairs

**Rationale:** The FAMU DRS roof was damaged during Hurricane Hermine. The original quote for the roof repairs for FAMU DRS was \$67,900. However, once the roof was inspected, it was determined that the entire roof needed to be replaced. The quote to replace the roof is \$229,500. The insurance company settlement is in the amount of \$128,105.34. We are requesting additional budget authority of \$128,106 for fund 118, the DRS Trust Fund. The additional dollars will be funded from the DRS PECO appropriations.

**Recommendation:** It is recommended that the Board of Trustee approve the payment of FAMU DRS Roof Repairs.

Prepared by: Budget Office

Approved by: Vice President Wanda Ford

**Direct Support Organizations  
Committee**



**Florida Agricultural and Mechanical University  
Board of Trustees**



Friday, December 7, 2018

**VIII. Consent Agenda  
Direct Support Organizations  
DSO1 – Approval of DSO Board Members**

<b>Item Origination and Authorization</b>				
	Policy _____	Award of Bid _____	Budget Amendment _____	Change Order _____
	Resolution _____	Contract _____	Grant _____	Other _____
<b>Action of Board</b>				
Approved _____	Approved w/ Conditions _____	Disapproved _____	Continued _____	Withdrawn _____

**Subject: Approval of DSO Board Members**

- 1. FAMU Foundation Board of Directors**
  - a. Approve the Re-Election of Directors with Expiring Terms of Office**
    - Mrs. Hosetta Coleman
    - Mr. Lorin Crenshaw
    - Mr. John Crossman
    - Ms. Marcelia Freeman
    - Mrs. Twuanna Munroe Ward
  - b. Approval of Nominee for Board Membership**
    - Dr. Akunna Olumba
- 2. FAMU National Alumni Association Board**
  - a. Approval of New Board Officers**
    - Ms. Karla J. Harris Johnson
    - Ms. Lanette R. Jones
    - Ms. Patricia A. Shaw
    - Ms. Angelia Williams

**Rationale:** This action item is submitted for approval in accordance with FAMU Board of Trustees Policy Number 2018-01, IV., 4), d) Provide that the Board shall approve all appointments, including elected board members to any DSO board.

**Florida Agricultural and Mechanical University  
Board of Trustees**



**Recommendations: Approval of DSO Board Members**

- 1. FAMU Foundation Board of Directors**
  - a. Approve the Re-Election of Directors with Expiring Terms of Office
  - b. Approval of Nominee for Board Membership
  
- 2. FAMU National Alumni Association Board**
  - a. Approval of New Board Officers

# **Governance Committee**



**Florida Agricultural and Mechanical University  
Board of Trustees  
ACTION ITEM**

**Governance Committee  
Friday, December 7, 2018  
Agenda Item: IV**

**Item Origination and Authorization**

Policy \_\_\_\_\_ Award of Bid \_\_\_\_\_ Budget Amendment \_\_\_\_\_ Change Order \_\_\_\_\_  
Resolution \_\_\_\_\_ Contract \_\_\_\_\_ Grant \_\_\_\_\_ Other \_\_\_\_\_

**Action of Board**

Approved \_\_\_\_\_ Approved w/ Conditions \_\_\_\_\_ Disapproved \_\_\_\_\_ Continued \_\_\_\_\_ Withdrawn \_\_\_\_\_

**Subject:** Amendment of University Regulation 3.021 – Alcohol on Campus

**Rationale:** The changes to Regulation 3.021 provide that the university president has the authority to approve additional areas on campus that would be allowed to serve alcoholic beverages, in accordance with all provisions of the regulation. Several technical changes are also being proposed.

**Attachments:** Regulation 3.021

**Recommendation:** Approve the amendment of Regulation 3.021



**Florida Agricultural and Mechanical University  
Board of Trustees  
ACTION ITEM**

**Governance Committee  
Friday, December 7, 2018  
Agenda Item: V.**

**Item Origination and Authorization**

Policy _____	Award of Bid _____	Budget Amendment _____	Change Order _____
Resolution _____	Contract _____	Grant _____	Other _____

**Action of Board**

Approved _____	Approved w/ Conditions _____	Disapproved _____	Continued _____	Withdrawn _____
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**Subject:** Approval of the University's 2017 Equity Report

**Rationale:** The annual Florida Equity Report from each state public university must include information as required by Regulation 2.003 Equity and Access on the institution's progress in implementing strategic initiatives and performance related to equity and access as they pertain to academic services, programs, and student enrollment; equity in athletics; and employment. The Enrollment and Employment reports focus on women and members of specified race/ethnic protected classes.

**Attachments:** 2017 Equity Report

**Recommendation:** Approval of the 2017 Equity Report