

December 13, 2022

Mr. Brian Lamb, Chair Florida Board of Governors State University System of Florida 325 W. Gaines Street, Suite 1614 Tallahassee, FL 32399-0400

Re: Florida Polytechnic University President, Randy K. Avent

Dear Chair Lamb:

Dr. Randy K. Avent is the inaugural President of Florida Polytechnic University and has served as such since July 7, 2014. President Avent's current term of employment expires on July 7, 2023.

President Avent's accomplishments throughout 2021-2022 were consistent with his ongoing drive to advance the University's mission. As a result, Florida Poly continues to set the bar as a leader in collegiate STEM education. At its meeting on November 16, 2022, the Florida Polytechnic University Board of Trustees unanimously approved a one-year contract extension for President Avent, ending on July 6, 2024.

For a second year in a row, the University remained the No. 1 public college in the South by U.S. News and World Report. The University also ranked third among all top colleges in the region – both public and private. Other key rankings included #28 of 230 public engineering program without a Ph.D.; #1 best college in the region for veterans; #2 among schools in the region whose students graduate with the least student debt; and one of the top 30 best value schools in the region, factoring academic quality and cost after total expenses and financial aid.

With the University of Distinction goal of being known as a university with top-rated undergraduate engineering programs, Florida Poly focused fiscal year 2022 on admissions, student experience, student progression, curriculum, the graduate program, efficient administration, advancement, and the right people.

The University implemented multiple pipeline programs centered around diversity initiatives and continued to drive applications through programs such as STEM Tech Days, Game Expo Day, First-Year STEM and Coding Certificate programs, a new summer STEM academy, Girl Scout programming, as well as targeting specific high schools to support teachers with an online calculus tutoring program. The quality of FTIC students remained strong with the percentage of incoming students with high school pre-calculus or greater increasing from 92% to 95%. Diversity increased in four out of five categories, including female, Black/African American, out-of-state, and international students.

Data supports an increase of applicants from 2,335 in FY21 to 3,082 in FY22; however, actual deposits declined slightly. We attribute this decline to lack of available housing on campus. As a result, much time was spent by University administration and the Board of Trustees to determine how to best address the need for additional student housing. We engaged Brailsford & Dunlavey as our primary advisor, and selected Capstone Development Partners with whom we entered pre-development agreements with Board of Trustees approval. The Division of Bond Financing offered public financing using a tax-exempt bond issued by the State of Florida, contingent on meeting Board of Governors requirements and approval.

The University directed efforts to develop well-rounded students through programs supporting mental and physical health, residential and campus life, and career development. The new Peer Health Educator (PhE) program focuses on mental fitness and stress reduction, and a new campaign launched providing support mechanisms for disabled students. To augment physical fitness and recreational activities, 11 intramural and 10 sports teams competed against other universities.

Florida Poly recognized early in 2022 that its Performance-Based Funding (PBF) numbers had suffered as they relied more on improvement points versus excellence points. In response, Academic Affairs implemented the Freshman Initiative, which created tighter controls on registration with careful course-load balancing across semesters based on past academic performance. Additionally, Academic Affairs began building a Freshman Council by creating freshman course guidelines and replacing the Academic and Professional Skills class with a hands-on, team-based class that creates better student engagement. Forgiveness pathways were created to improve student retention and an Academic Review Board was created to build a culture of responsibility. Thanks to the generous donation of Gary C. Wendt, the University also implemented new programs to emphasize student leadership. In addition to the Freshman Initiative, Academic Affairs developed a Student Success Plan based on six strategies that will create systemic change on our campus in support of improved student success performance, better achieving our mission of creating highly qualified graduates that support economic growth in Florida.

The University submitted a five-year reaffirmation application to SACSCOC that included both a compliance certification and Quality Enhancement Plan (QEP) focused on student progression. The on-site committee visit in February resulted in no findings, and a final decision will be made at the December SACSCOC Board meeting.

Florida Poly added three new degrees in Cybersecurity Engineering (BS), Data Science (MS), and Engineering Management (MS); two new concentrations in Intelligent Mobility & Autonomous Systems, and Simulation; and two new certificates in Applied Mathematics, and Coding for Data Analytics. Additionally, our graduate school produced 37 graduates, meeting the threshold needed for PBF metric 8 to be changed to the "Percentage of Graduate Programs in Strategic Emphasis."

To implement the Board of Governors' Workforce Alignment Initiative, the University created engagement opportunities with top executives and business leaders throughout Florida. This included hosting several strategic partners on campus and strengthening our relationship with key industry stakeholders and private partnerships. We also continued economic and land development discussions with several property owners of land surrounding campus.

A key highlight in the year was the grand opening of the Applied Research Center (ARC), which is fully operational as of the fall 2022 semester. The University also held a groundbreaking for International Flavors and Fragrances' (IFF) global innovation center and implemented an RFP for the Gary C. Wendt Engineering Building with design-build firms short listed and selected. A new ten-year Campus Master Plan (CMP) was completed, and the Educational Plant Survey (EPS) conducted by the BOG to classify existing space included two recommendations for future facilities: an engineering building, and a Student Achievement Center. Not to be forgotten, the University's iconic Innovation, Science and Technology (IST) building still attracts attention as it was featured on the international TV show "How Did They Build That" on the Smithsonian Channel.

Pursuant to Section 1001.706(6)(a), Florida Statutes, President Avent's reappointment is subject to confirmation by the Board of Governors. Accordingly, on behalf of the University's Board of Trustees, I respectfully request that the Board of Governors confirm President Avent's reappointment.

Please do not hesitate to contact me or the University's Office of the General Counsel if you have any questions or would like more information concerning this matter.

Sincerely,

Mard K. Alto

Clifford K. Otto, Chair Florida Polytechnic University Board of Trustees

cc: Ray Rodriguez, Chancellor, State University System of Florida Vikki Shirley, General Counsel, Florida Board of Governors Dr. Randy K. Avent, President

PRESIDENT'S EMPLOYMENT AGREEMENT

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

Background

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

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

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

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

1.0 Powers and Duties of President While Serving as President

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

2.0 Best Efforts While Serving as President

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

3.0 Presidential Appointment Term; Evaluation; Renewal

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

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

4.0 Salary

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

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

5.0 Other Compensation While Serving as President

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

5.2 Intentionally Deleted.

- 5.3 Effective with the Board's evaluation of the President's performance for the July 1, 2019 June 30, 2020 fiscal year and continuing each year thereafter while he serves as president, the President shall be eligible for performance compensation as follows:
 - 5.3.1 Performance Compensation. The President shall be eligible for performance compensation as a percent of his annual base salary then in effect. However, if the President receives an overall evaluation of "Achieved" or higher from the Board in his annual evaluation, the amount shall be not less than Twenty Percent (20%); if the President receives an overall evaluation of "Exceeded" or higher from the Board in his annual evaluation, the amount may be increased, not to exceed Thirty Percent (30%) of the annual base salary. The award of performance compensation shall be awarded based on the Board's assessment, in its sole and absolute discretion, of the President's performance as President during the fiscal year under review. In making its determination, the Board shall consider the President's achievement of the annual goals and objectives set pursuant to Section 3.2, the evaluation results pursuant to Section 3.3, and/or other criteria set by the Board prior to the start of the evaluation period and provided to the President in writing. The President shall receive such award if he remains as President through the end of a fiscal year for which performance is determined even though the award is determined later. Any performance compensation awarded shall be paid to the President within 90 days of the date on which it is awarded.

5.3.2 Intentionally Deleted.

6.0 Annual Appropriation and Source of Funding

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

7.0 Other Benefits

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

8.0 Housing

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

9.0 Automobile

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

10.0 Professional Dues, Meeting and Entertainment

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

11.0 Expense Receipts and Documentation

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

12.0 Termination of the Contract for Cause

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

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

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

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

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

13.0 Termination Without Cause

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

14.0 Professorial Appointment

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

15.0 Termination due to Resignation, Death or Disability

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

16.0 Non-binding Mediation

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

17.0 Notice

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

If to the Board: Chairperson Florida Polytechnic University Board of Trustees Florida Polytechnic University 4700 Research Way Lakeland, Florida 33805-8531

With a copy to:

General Counsel Florida Polytechnic University

4700 Research Way Lakeland, Florida 33805-8531 If to the President:

18.0 Entire Agreement: Modification

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

19.0 Severability

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

20.0 Governing Law and Forum

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

21.0 Understanding of the Agreement

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

22.0 Public Disclosure of the Agreement

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

23.0 Waiver

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

24.0 Assignment

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

25.0 Execution and Counterparts

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

26.0 No Trust Fund

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

27.0 Taxes

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

28.0 Miscellaneous

- The headings in this Agreement are for convenience only and shall not be 28.1 used in construing or interpreting this Agreement. The terms "Board," "Board of Trustees" and "University," where applicable or appropriate, shall include or refer to any duly authorized board, committee, officer, or employee of said entity. Whenever the context requires, the masculine shall include the feminine and neuter, the singular shall include the plural, and conversely.
- 28.2 General Cooperation Covenant. Without limitation of the obligations specified in the Agreement and applicable University rules, regulations, policies and procedures, the Presient agrees to cooperate fully in any review or investigation involving University matters in which he may possess pertinent information. This obligations shall survive the expiration or earlier termination of this Agreement.

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

Florida Polytechnic University Board of Trustees

By: Donald Wilson Chairperson

fune 23, 2020

President

Dr. Randy K. Avent

Date

623 2020

AMENDMENT #2 TO THE PRESIDENT'S EMPLOYMENT AGREEMENT Dated November 17, 2021

THIS AMENDMENT #2 to the President's Employment Agreement ("Amendment") is made and entered into on this 17th day of November 2021 by and between The Florida Polytechnic University Board of Trustees (the "University"), and Randy K. Avent (the "President").

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

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

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

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

3.1 <u>Presidential Appointment Term</u>. The appointment as President ("Presidential Appointment Term") commenced on July 7, 2014 and ends on July 6, 2023. This appointment and the Agreement are renewable by mutual written consent of the parties. This appointment and this Agreement is subject to prior termination as provided for in this Agreement, and by the applicable laws of the State of Florida, the regulations and policies of the Board of Trustees, the University, and the Florida Board of Governors.

2. All other terms and conditions of the Agreement shall remain unchanged and in effect throughout the duration of this Amendment.

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

The Florida Polytechnic University Board of Trustees

By:

Date <u>11/17/21</u>

Cliffórd K. Ótto Chairperson, Board of Trustees

President

Date <u>11/17/21</u>

AMENDMENT #3 TO THE PRESIDENT'S EMPLOYMENT AGREEMENT Dated November 16, 2022

THIS AMENDMENT #3 to the President's Employment Agreement ("Amendment") is made and entered into on this 16th day of November, 2022, by and between The Florida Polytechnic University Board of Trustees (the "University"), and Randy K. Avent (the "President").

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

WHEREAS, the University and President previously amended the Agreement on June 23, 2021 ("Amendment 1"), and November 17, 2021 ("Amendment 2");

WHEREAS, it is the desire of the parties to further amend and modify certain terms of the Agreement, as set forth in this Amendment 3;

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

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

3.1 Presidential Appointment Term. The appointment as President ("Presidential Appointment Term") commenced on July 7, 2014 and ends on July 6, 2024. This appointment and the Agreement are renewable by mutual written consent of the parties. This appointment and this Agreement is subject to prior termination as provided for in this Agreement, and by the applicable laws of the State of Florida, the regulations and policies of the Board of Trustees, the University, and the Florida Board of Governors.

2. All other terms and conditions of the Agreement shall remain unchanged and in effect throughout the duration of this Amendment.

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

The Florida Polytechnic University **Board of Trustees**

By:

Date

Clifford K. Otto Chairperson, Board of Trustees

President

Date _____

By: ______ Dr. Randy K. Avent



INSTITUTIONAL ACCOMPLISHMENTS FY22 FLORIDA POLYTECHNIC UNIVERSITY

Final Report to the Board of Trustees on FY22 Operational Goals

> Randy K. Avent October 2022



Performance Metrics

		FY21	Peers	FY22	FY22 RESULTS	
				GOALS		
	RANKI	NG				
USNWR Regional				<40	1	
USNWR Engineering				<60	59 (All) 28 (Public)	
	DEGREE ALIC	GNMENT				
% Graduates Employed or Enrolled		74.1%		75%	70%	
Median Wages for BS Graduates	\$	56,300		\$ 54,000	\$ 54,400	
% BS Programs in Strategic Emphasis		100.0%	79%	100.0%	100.0%	
% Grad Programs Strategic Emphasis		100.0%	67%	100%	100%	
	STUDENT S	UCCESS				
FTIC 4-year Graduate Rate		34%	37%	41%	41%	
Academic Progress Rate		77%	82%	66%	75%	
% HS students in top 10%		25%		22%	32%	
% BS Degrees w/o Excess Hours		89%		75%	89%	
6-Yr Graduation Rate		50.0%	65%	56%	57%	
Time-to-Degree		4		4.4	3.9	
	ECONOMIC DEV	ELOPMENT				
% BS with 2+ Workforce Experiences		85%		84%	84%	
Research Expenditures (\$K)	\$	1,091		\$ 1,013	\$ 1,325	
Number BS Degrees Awarded		293	867	251	218	
Number Grad Degrees Awarded		15	554	26	34	
UG Headcount		1267	4161	1300		
G Headcount		48	1482	59		
	AFFORDA	BILITY				
Average Cost to Student	\$	(7,450)	\$ 22,265	\$ 2,000	\$ 2,000	
University Access Rate		34%	26%	32%	31%	
% 15+ Hours		32%		32%	32%	
% Instruction Online		0%		1.0%	0%	



Institutional Accomplishments 2021-2022

1. ADMISSIONS

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

The Admissions team focused its efforts on converting FTIC applicants into enrollments primarily through increased advertisements on social media sites and enhanced exposure with national search partners. A robust Search Engine Optimization (SEO) program strengthened brand awareness and fueled an increased number of applications across FTIC, transfer, and graduate students. Additionally, new international agents were added to increase international applications.

Pipeline programs centered around diversity initiatives continued to drive applications through programs such as STEM Tech Days; Game Expo Day; First-Year STEM and Coding Certificate program; a new summer STEM academy; Girl Scout programming; as well as targeting specific High Schools to support teachers with an online Calculus tutoring program.

Data supports an increase of applicants from 2,335 in FY21 to 3,082 in FY22; however, actual deposits declined from 707 to 631 and actual enrollments declined from 629 to 554 over the same period. We attribute this decline to lack of available housing on campus. Graduate students enrolled declined from 29 to 22, attributed to the increased number of jobs available in the market.

The quality of FTIC students remains strong with the percentage of incoming students with high school precalculus or greater increased from 92% to 95%. Diversity increased in four out of five categories, including female, Black/African American, out-of-state, and international students. Latino diversity decreased slightly from 24% to 21%.

Branding and national rankings remain important to our growth, so a significant effort was invested on a national ranking campaign. For a second year in a row, the University remained the No. 1 public college in the South by U.S. News and World Report. The University also ranked third among all top colleges in the region – both public and private. Other key rankings we received this year included:

- #28 of 230 public engineering program without a Ph.D.
- #1 best college in the region for veterans
- #2 among schools in the region whose students graduate with the least student debt
- One of the top 30 best value schools in the region, factoring academic quality and cost after total expenses and financial aid

2. STUDENT EXPERIENCE

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

The Office of Student Affairs directed efforts to develop well-rounded students through programs supporting mental and physical health, residential and campus life, and career development. The new Peer Health Educator (PhE) program focused on mental fitness and stress reduction, and a new campaign launched providing support mechanisms for disabled students. To augment physical fitness and recreational activities, 11 intramural and 10 sports teams competed against other universities.

Student leadership programs across the University joined together to enhance development of leadership skills, while new students participated in a four-phased expanded orientation program, providing a solid foundation for their success. Students were further supported through a new Residential Life contract with Vestcor that includes four new programs around community, engagements, and connections.

Career development continued as a top priority for our students. We hired an Internship Coordinator and held Career Fairs with 92 companies participating. Several individual Campus Days were held for numerous companies giving students exposure to both employment openings and company culture.

Much time was spent by administration and the Board to determine how to best address the need for additional student housing. As a result, we engaged Brailsford & Dunlavey as our primary advisor for the next phase of oncampus housing. Subsequently we issued an Invitation to Negotiate (ITN) to solicit proposals and selected Capstone Development Partners with whom we entered pre-development agreements with Board of Trustees approval. The Division of Bond Financing offered public financing using a tax-exempt bond issued by the State of Florida, contingent on meeting Board of Governors requirements and approval.

3. STUDENT PROGRESSION

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

We recognized early in 2022 that our Performance Based Funds (PBF) numbers had suffered as they relied more on improvement points verses excellence points. In response, Academic Affairs implemented the "Freshman Initiative" which created tighter controls on registration with careful course-load balancing across semesters based on past academic performance. Additionally, we began building a "Freshman Council" by creating Freshman course guidelines and replaced the Academic Professional Skill class with a hands-on, team-based class that creates better student engagement. Forgiveness pathways were created to improve student retention and an Academic Review Board was created to build a culture of responsibility. Partnering with The LearnWell Project provided Peer Learning Strategies for students. Thanks to the generous donation of Gary C. Wendt, we also implemented new programs to emphasize student leadership and student activity.

In addition to the Freshman Initiative, Academic Affairs developed a six-element strategy for student success that stabilizes PBF by growing excellence points. These elements include:

- Excellence and achievement in the Freshman year (~ Freshman Initiative)
- Student culture: Supporting the whole student
- Graduate on time
- Grow and support the Graduate program
- Provide appropriate support for Pell students
- Promote strong employment outcomes for our students

4. CURRICULUM

MAINTAIN REGIONAL ACCREDITATION THROUGH THE FIVE-YEAR REAFFIRMATION PROCESS

The University submitted a five-year reaffirmation application to SACSCOC that included both a compliance certification and Quality Enhancement Plan (QEP) focused on student progression. The on-site committee visit in February resulted in no findings, and a final decision will be made at the December SACSCOC Board meeting. In the 2022 Session, the state legislature passed SB7044 requiring each SUS university to change accrediting agencies; we began laying the foundation for moving to the Higher Learning Commission (HLC) in early 2023.

This year, we added three new degrees in Cybersecurity Engineering (BS), Data Science (MS), and Engineering Management (MS); two new concentrations in Intelligent Mobility & Autonomous Systems, and Simulation; and two new certificates in Applied Mathematics, and Coding for Data Analytics. New courses were added in Student

Life Skills, Marketing Analytics, Python for Data Analytics, Global Strategic Management & Leadership, Machine Learning, Network Programming, Software Engineering, Autonomous Vehicles, Fatigue and Fracture Mechanics, Engineering Failure Analysis, VLSI, Power, Computer Systems Design, Circuits and Microprocessors, Experimental Techniques in Engineering Physics, and Introduction to Electromagnetism.

5. GRADUATE SCHOOL

GROW AND MATURE A PROGRAM THAT VALUES RESEARCH AND PROFESSIONAL EDUCATION

While we added two new master's degrees as mentioned previously, we now also offer three pathways for students to achieve their degree: 1) a traditional thesis-based program (that transitioned into a more highly selective program that is robustly funded and supports faculty research); 2) a 10-month (course only) program; and 3) a 16-month (course only plus project/internship) program. Our graduate school produced 37 graduates, meeting the threshold needed for PBF metric 8 to be changed to the "Percentage of Graduate Programs in Strategic Emphasis."

6. EFFICIENT ADMINISTRATION

BECOME MORE FINANCIALLY SUSTAINABLE AND RESILIENT BY REDUCING ADMINISTRATIVE OVERHEAD AND INCREASING OUR EFFICIENCY

We accomplished significant improvements to Board processes by appointing an Assistant Secretary to the Board who is dedicated to managing Board operations and meeting the needs of our trustees.

With the hiring of Dr. Allen Bottorff, Vice President and CFO, we made vast process improvements in finance and administration. As a result, the annual financial report for FYE22 noted strong financial ratios (without the Applied Research Center) and that the total assets of \$190 million exceeded total liabilities of \$34 million resulting in a net position for the University of \$156 million.

The budget department assisted our budget managers by implementing a Cost Center Manager Dashboard to create budget management tools. Additionally, they automated financial statements with Workday to generate core financials on demand, saving managers considerable time.

Procurement focused on attracting minority-owned businesses by implementing a training program to grow this list of approved vendors. This team also issued over 40 formal solicitations that include the Housing Study, Student Housing Development, Gary C. Wendt Engineering Building, Cooling Towers, and other minor projects. They also decreased maverick spending, improved templates and forms, and improved utilization of procurement-related functions in Workday.

To better support our campus community, we evaluated student and employee training requirements and programs; subsequently, we implemented the Training Committee's recommendation to provide professional development courses through Coursera, a MOOC which offers online, job-based learning programs and professional certificates.

7. ADVANCEMENT

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

The Advancement department established a new Alumni Leadership Committee comprised of committed student alumni who developed a strategic communication plan, set goals, and sponsored alumni events.

We also collaborated with a campaign consultant to build a capital campaign that includes analysis, goals, and metrics. The campaign is in the silent phase with a goal of raising \$20M (currently raised \$4.9M).

Total FY22 Foundation revenue was \$3.44M with \$0.8M unrestricted, \$1.70 restricted, and \$0.84 permanently restricted (endowment). They achieved a 56.8% donor retention rate (avg=20.5%) and an 8% donor acquisition rate (avg=3.7%).

We hired a Legislative Affairs Officer to expand advocacy efforts with the BOG and state Legislature. We advocated University priorities to key legislators (e.g., Senate President, Speaker of the House, Governor's Office, Senate Appropriation Chair, Education and Budget Chairs, Committee Members, Polk County Delegation, ...), resulting in a recurring operational increase of \$5M to the base budget.

External Affairs created engagement opportunities with top executives and business leaders to implement the BOG Workforce Alignment initiative. This included hosting several strategic partners on campus (e.g., Bay Area Legislative Delegation meeting, Cybersecurity Roundtable, Consul General of Israel, ...), and strengthening our relationship with key industry stakeholders and private partnerships. We also continued economic and land development discussions with several property owners of land surrounding campus.

Our Communications and Marketing team increased engagement across all social media platforms over 35%, Increased media exposure by 4.6%, and increased website traffic by over 3%. Additionally, they produced over 145 quality web stories and press releases promoting our University. A highlight was to have the University's Innovation, Science and Technology (IST) building featured on the International TV show "How Did They Build That" on the Smithsonian Channel.

8. RIGHT PEOPLE

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

This year, we conducted 89 full-time searches (Staff=58, Faculty=31) with 39 hired during the "Great Resignation." Additionally, we made several key hires and promotions including the Vice President of Finance and Facilities, Vice President and General Counsel, Vice President of Information Technology Services (promotion), as well as the Legislative Affairs Officer and Director of Auxiliary Services. We contracted with Witt-Kieffer to assist us in hiring an AVP of Human Resources.

To promote a positive work culture, we implemented a strong raise package that awarded merit and provided "cost of living" raises for our lower paid employees, began a Title and Total Compensation (TTC) study, and conducted a hybrid "Work From Home" experiment to improve retention and inform a new Poly South space on campus.

OTHER HIGHLIGHTS

Information Technology Services

I promoted our CIO to Vice President and Cabinet member to reflect its importance and investments within the University. Under his leadership, the ITS team improved academic technology for students and faculty, integrated the most advanced classroom technology in the ARC and upgraded the IST classrooms to be near that standard, provided self-serve student laptop checkout kiosks in the IST and ARC, and integrated cloud technologies into virtual lab and classroom environments.

A focus on improving the productive use of data for operational excellence and improved decision support led to a new data fabric platform to allow integration across the University, and creation of a Data Engineering function to help improve the quality, accuracy, and timeliness of data. The ITS team updated and simplified critical campus IT infrastructure and modernized mission-critical information systems. One ongoing challenge is the aging CAMS system, so we contracted The Tambellini Group to help select a new ERP system and student module. Cybersecurity is a critical issue all universities face. To address this, we improved security and mitigated IT-related risks by creating new procedures for after-hours emergency support for mission-critical systems and adopting the latest best-practices framework for IT security and ransomware protection and fully implemented that framework.

In an effort to improve University-wide collaboration of governance and technology, we created the University Systems Executive Council (USEC) for strategic coordination, the University Systems Coordinating Group (UCoord) for tactical and operational business systems planning across the University, and the Data Stewardship Council as a subset of UCoord to advance the productive use of data and business intelligence.

Facilities

The facilities department had a busy year. Most importantly, the Applied Research Center (ARC) was substantially completed. Other major projects included completion of the design of the International Flavors and Flagrances (IFF) building, implementation of an RFP for the Gary C. Wendt Engineering Building with design-build firms short listed and selected, and support for Residence Hall 3 efforts. Minor projects that were completed include the Wellness Center Nest, the chiller and cooling tower expansion design (construction is in progress), and an admissions remodel design and Student Business Services design.

A new ten-year Campus Master Plan (CMP) was completed. Additionally, the Educational Plant Survey (EPS) conducted by the BOG to classify existing space included two recommendations for future facilities: an engineering building, and a Student Achievement Center.

Diversity, Equity, and Inclusion

Our Board of Trustees is diverse with over 55% women and 30% Black/African American; however, we lack Hispanic representation although student body is nearly 20% Hispanic.

The Affirmative Action Plan model of comparing availability to representation provides a good construct. Our data reflects a strong minority representation in students, although females still have a weaker representation. Faculty is well represented in both females and minorities, and staff are represented reasonably well in females and minorities.

One challenge that continues to plague both student and faculty diversity goals is pipeline issues. In this coming year, there will a strong focus on increasing diversity, equity, and inclusion throughout the University.



Operational Goals FYE23

Randy K. Avent 24 May 2022

Budgeting Process

FI ORIDAPOLY



- Quarterly reviewed during Leadership Meeting
- Minutes distributed as the BoT update



Balanced Scorecard



 Combined Student Progression and Student Experience into a single Student Success process



Accountability Metrics

		FY22	Peers	SUS Average	FY23	
	RANKI	NG				
USNWR Regional		1			1	
USNWR Engineering	26	i (Public)			Top 20 (Public	
	DEGREE ALI	GNMENT				
% Graduates Employed or Enrolled		69.0%		72%	76%	
Median Wages for BS Graduates	\$	54,000		\$ 41,900	\$!	54,500
% BS Programs in Strategic Emphasis		100.0%	65%	60%	100.0%	
% Grad Programs Strategic Emphasis		100.0%		54%		100%
	STUDENT S	UCCESS				
FTIC 4-year Graduate Rate		38%	40%	59%	42%	
Academic Progress Rate		64%	81%	89%	75%	
% HS students in top 10%		32%		38%		32%
% BS Degrees w/o Excess Hours		82%		82%		82%
6-Yr Graduation Rate		56%	68%	76%		49%
Tîme-to-Degree		4		4.1		4.1
	ECONOMIC DE	/ELOPMENT	•			
% BS with 2+ Workforce Experiences		78%				85%
Research Expenditures (\$K)	\$	1,091			\$	1,013
Number BS Degrees Awarded		256	785			260
Number Grad Degrees Awarded		28	554			34
UG Headcount		1576				1668
G Headcount		57	3479		7:	
	AFFORDA	BILITY				
Average Cost to Student	\$	(12,160)	\$ 50,454	\$ 3,020	\$	5,000
University Access Rate		33%	22%	37%		32%

Grey text are metrics in the Accountability Report but not a part of PBF



FY23 Operational Priorities

\$1,745,236 Grow the student body \$2,265,000 **Grow academic programs** Improve student outcomes \$2,077,723 Improve operations \$954,273 \$165,000 Invest in our people • **Advance the University** \$644,501



Grow the Student Body

- Increase number of prospects in new markets
 - Grow lead generation and digital marketing
 - Increase digital outreach to new social media platforms with targeted ads
 - Continuously update and improve the student web interface
 - Improve marketing for Graduate and Transfer students
 - Increase name buys for out-of-state students
- Grow our targeted recruitment efforts
 - Conduct parent enrollment marketing campaign
 - Provide peer-to-peer High School Calculus tutoring sessions
 - Increase STEM Tech days
- Hold first annual summer STEM academy for underrepresented students
- Continue to invest in USNWR rankings



- Position the institution to successfully transition to a new regional accrediting agency
- Conduct study to identify a minimum of three new programs that helps enrollment, diversity, and student outcomes (APR and graduation rates)
- Form internal working groups to begin implementation of two programs from the Accountability Report
- Develop a concentration roadmap that refreshes our concentrations with high-interest technologies in demand from students and employers
- Purchase necessary laboratory equipment to provide strong hands-on learning to all students in the ARC and IST



- Continued focus on more active role in advising students
 - Freshman registration based on student high school performance
 - More active load balancing across semesters and providing recovery pathways
 - Provide freshman course guidelines aimed to improve retention
 - Move primary advising role from Academic Success Center to the faculty
- Refine policies to improve retention, graduation rate, and student culture
 - Modify policies to allow more flexibility and pathways to success
 - Institutionalize the Academic Review Board
- Continue the Peer Learning Strategy with the Learnwell Project
- Continue to focus on building a positive student culture that emphasizes leadership, responsibility, and student activity



Improve Student Outcomes

- Build enhanced Career Services office that provides leadership and professional development skills across the student body
 - Grow the Industry Group for workforce alignment

Begin transition to University-owned residence life facility

- Conduct ITN to build a two-phased 700-room residence hall on campus
- Put processes in place to purchase existing residence hall(s)
- Continue investigating interim housing solutions that provide capacity for Fall 2023
- Provide additional student life services above Vestcor investment
- Make important infrastructure investments
 - Begin CAMS replacement with a more functional modern system
 - Provide campus-wide safety and security cameras

Improve student services across campus

- Conduct student communication survey
- Develop an on-campus spirit store



Improve Operations

Make critical infrastructure investments to improve operations

- Build decision support system for centralized data storage and analytics
- Strengthen IT security stance with improved system backups, widespread use of multi-factor authentication for critical systems, and 3rd party testing for compliance
- Implement an API-based platform that provides process-based real-time integration of multiple ERP applications
- Transition our external network to existing dark fiber

Strengthen our Human Capital Management functions

- Hire new Assistant Vice President of HR
- Complete the new Affirmative Action Plan with a template that can be duplicated in future reporting
- Complete an organizational construct structure that provides consistency
- Conduct an external compensation study to ensure our employees are fairly paid

Fund Public Safety to ensure full 24/7 coverage with a minimum of two officers



- Provide mentorships and grant writing programs to help faculty grow their research portfolios
- Contract with an online learning platform (Coursera) that provides access to courses and degrees across leading universities
- Provide specialized Line Management training opportunities for our leadership



- Fund a strategic marketing study to understand pathways for improving our branding with critical audiences
- Centralize event management on campus to improve logistics, increase efficiency, and provide a more professional interaction
- Grow strategic relationships with Chambers, Economic Development Councils, ... within and outside of Polk County
- Continue conducting key visits (legislative, BOT, BOG, Industry, ...) to advance the University mission and prestige