



FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES



FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES

**GENERAL MEETING**

**Friday, February 24, 2023**  
11:00 AM

Jim Moran Building  
111 S Monroe St.  
Tallahassee, FL 32301

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**I. Request for Approval: FSU 2023-2027 Strategic Plan**

##### **Finance and Business Action Item:**

**I. Request for Approval: Housing Rental Rates**



FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES

# AGENDA





FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES

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**GENERAL MEETING AGENDA**

**Friday, February 24, 2023**

**11:00 AM**

**Jim Moran Building  
111 S Monroe St.  
Tallahassee, FL 32301**

*The agenda will be followed in subsequent order and items may be heard earlier than the scheduled time.*

- I. CALL TO ORDER AND WELCOME**  
*Mr. Peter Collins, Chair*
- II. APPROVAL OF MINUTES**  
*November 18, 2022, Meeting Minutes*  
*February 6, 2023, Meeting Minutes*
- III. PUBLIC COMMENTS**
- IV. PRESIDENT'S REPORT**  
*Dr. Richard McCullough, President*
- V. CHAIR'S REPORT**  
*Mr. Peter Collins, Chair*
- VI. CONSENT ITEMS**
  - A. Request for Approval: Performance-Based Funding Metrics (Audit and Compliance)**
  - B. Request for Approval: Preeminent Research University Funding Metrics (Audit and Compliance)**
  - C. Request for Approval: Real Estate Foundation's Contract Extension (Audit and Compliance)**
  - D. Request for Approval: Historical Evaluation and Review Summaries for Centers and Institutes (Academic Affairs)**

- E. **Request for Approval:** Amendment to 2022-2023 Fixed Capital Outlay Budget (**Finance and Business**)
- F. **Request for Approval:** Campus Master Plan Minor Amendment (**Finance and Business**)
- G. **Request for Approval:** 2023-2024 Budget Projections for Auxiliaries with Outstanding Revenue Bonds (**Finance and Business**)

## VII. NEW BUSINESS AND UPDATES

### A. Athletics Update

*Mr. Michael Alford, Vice President and Director of Athletics*

#### **Information Item:**

*Mr. Patrick McCann, Men's Golf Team, FSU Seminoles*

*Ms. Amelia Williamson, Women's Golf Team, FSU Seminoles*

### B. Faculty Senate Steering Committee

*Ms. Bridgett Birmingham, Vice-Chair, Faculty Senate*

### C. Student Government Association

*Ms. Kenley Adams, Vice President of Student Government Association*

### D. Governance Committee

*Trustee Bob Sasser, Chair*

*Ms. Carolyn Egan, Vice President for Legal Affairs*

#### **Action Items:**

- I. **Request for Approval:** Charter by FSU to The Collegiate School
- II. **Request for Approval:** Lease for The Collegiate School
- III. **Request for Approval:** Board Self Evaluation Instrument

### E. Student Affairs Committee

*Trustee Deborah Sargeant*

*Dr. Amy Hecht, Vice President for Student Affairs*

#### **Information Item:**

*Mr. Mike Ortoll, Alumni, Founder, Christine Ortoll Recovery Org*

### F. Audit and Compliance Committee

*Trustee Max Alvarez, Chair*

*Mr. Undra Baldwin, Chief Audit Officer and Interim Chief Compliance and Ethics Officer*

### G. Academic Affairs Committee

*Trustee Vivian de las Cuevas-Diaz, Chair*

*Dr. James Clark, Provost and Executive Vice President for Academic Affairs*

#### **Information Item:**

*State Data Center*

*Dr. Rick Burnette, Associate Provost for Strategy and Analytics and Interim CIO*

**Action Item:**

**I. Request for Approval:** FSU 2023-2027 Strategic Plan

**H. Advancement Committee**

*Trustee John Thiel, Chair*

*Ms. Marla Vickers, Vice President for University Advancement and President, FSU Foundation, Inc.*

**I. Finance and Business Committee**

*Trustee Jim Henderson, Chair*

*Mr. Kyle Clark, Vice President for Finance and Administration*

**Action Item:**

**I. Request for Approval:** Housing Rental Rates

**J. University Research Committee**

*Trustee Jorge Gonzalez, Chair*

*Dr. Stacey Patterson, Vice President for Research*

**K. Legislative Affairs**

*Mr. Clay Ingram, Chief Legislative Affairs Officer*

**Information Item:**

*Kai Garel, Senior, Political Science & Criminology Major*

**VIII. OPEN FORUM FOR BOARD OF TRUSTEES**

**IX. ADJOURNMENT**



FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES

# MEETING MINUTES



FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES

# MEETING MINUTES NOVEMBER 18, 2022



**FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES  
MEETING**

**Friday, November 18, 2022  
12:00 PM**

**AUGUSTUS B. TURNBULL, III  
FLORIDA STATE CONFERENCE CENTER  
Room 208  
555 WEST PENSACOLA STREET, TALLAHASSEE, FL  
Meeting Minutes (Draft)**

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**In person attendees:** Kathryn Ballard, Peter Collins, Eric Chicken, Vivian de las Cuevas-Diaz, Nimna Gabadage, Jorge Gonzalez, Justin Roth, Deborah Sargeant, Bob Sasser, John Thiel, and Drew Weatherford.

**Attended via Zoom:** Jim Henderson.

**Absent:** Max Alvarez.

**I. CALL TO ORDER AND WELCOME**

*Mr. Peter Collins, Chair*

Chair Collins called the meeting to order at 12:02 p.m.

Chair Collins introduced Trustee Justin Roth, the newest Board member of the FSU Board of Trustees.

Heather Mayo conducted the roll call and confirmed a quorum.

**II. APPROVAL OF MINUTES**

September 23, 2022, Meeting Minutes  
November 2, 2022, Meeting Minutes

*There was a motion to approve the September 23, 2022, and November 2, 2022, Board Meeting Minutes. The motion was seconded, and it was approved unanimously.*

### **III. PUBLIC COMMENTS**

There was one public comment by Chandler Blount, a Graduate Student from the Graduate Assistants United at Florida State University.

Chandler Blount discussed the effects of inflation on graduate students.

Chair Collins read the Ethics Conduct Policy.

### **IV. PRESIDENT'S REPORT**

*Dr. Richard McCullough, President*

President McCullough began his report by welcoming Trustee Roth to the Board of Trustees.

President McCullough spoke about new positions filled and the hiring progress of open positions.

President McCullough announced that FSU ranked number 13 in the top public universities by *Niche*. He discussed how investments that have been made have helped increase FSU's rank. He discussed FSU having the lowest tuition in the nation, and the rise in rankings will make FSU more attractive for prospective students.

President McCullough spoke about the groundbreaking of Legacy Hall and the 60th Anniversary of Integration Recognition Ceremony. He discussed his recent travels, including his trip to the Panhandle and the Florida Council of 100 meeting.

President McCullough gave an update on athletics.

President McCullough announced important upcoming dates and noted that Dr. William T. Hold and Dr. Maxine Montgomery would be the commencement speakers for the Fall 2022 ceremonies.

### **V. CHAIR'S REPORT**

*Mr. Peter Collins, Chair*

Mr. Peter Collins, Chair of the Board of Trustees, began his report by discussing the midterm election and spoke about the 60th Anniversary of Integration Recognition Ceremony. Chair Collins discussed rankings and admissions. Chair Collins also addressed the need for a strategic plan for repairs for the university.

### **VI. CONSENT ITEMS**

- A.** Request for Approval of FSU College of Medicine Graduate Medical Education Annual Institutional Review Executive Summary (AY 2021-22)
- B.** Request for Approval of FSU Institutes and Centers Annual Report for Fiscal Year 2021-2022
- C.** Request for Approval of the Amendment to 2022-2023 Fixed Capital Outlay Budget
- D.** Request for Approval of the Campus Development Agreement

*Trustee de las Cuevas-Diaz moved to approve consent agenda items A-D. Trustee Weatherford seconded the motion, and it was approved unanimously.*

## **VII. NEW BUSINESS AND UPDATES**

### **A. Faculty Senate Steering Committee**

*Dr. Eric Chicken, Faculty Senate President*

Trustee Eric Chicken, President of the Faculty Senate, announced that Faculty Senate approved procedures for project-based master's degrees. It also passed a resolution expressing faculty concerns on post-tenure review. The Senate also continues to consider updating bylaws and procedures for doctoral degrees.

Trustee Chicken announced that the Steering Committee met various administrators and faculty committee members and has readied the Civil Discourse Statement and Endorsement. It will be presented at the Faculty Senate meeting on November 30, 2022.

### **B. Student Government Association**

*Ms. Kenley Adams, Vice President for Student Government Association*

Ms. Kenley Adams, Vice President of the Student Government Association, discussed how hurricane Ian affected the university's homecoming plans. However, student leaders were able to adapt to hold these traditions. The administration integrated a community-wide food drive for victims affected by Hurricane Ian.

Ms. Adams discussed events hosted during Hispanic Heritage month and Veteran's month.

Ms. Adams discussed that their administration has implemented some of their executive projects throughout their cabinet.

### **C. Academic Affairs Committee**

*Trustee Vivian de las Cuevas-Diaz, Chair*

*Dr. James Clark, Provost and Executive Vice President for Academic Affairs*

Trustee de las Cuevas-Diaz, Chair of the Academic Affairs Committee, began her report by noting their two committee items on the Consent Agenda which were the Request for Approval of FSU College of Medicine Graduate Medical Education Annual Institutional Review Executive Summary (AY 2021-22) and the Request for Approval of FSU Institutes and Centers Annual Report for Fiscal Year 2021-2022.

Trustee de las Cuevas-Diaz gave an overview of their committee's visit to the Office of Admissions and summarized the admissions process at FSU.

Provost Clark reported on International Education Month. The Institute of International Students Opened Doors Report ranked FSU among the top ten and most recently ranked #3 among universities nationwide.

Provost Clark discussed transfer student week, which recognizes the importance of FSU's transfer students.

Provost Clark discussed First Generation Month, which showcased FSU's award-winning CARE program.

Provost Jim Clark announced representative grants.

Provost Jim Clark reported that they are undergoing dean searches for the College of Medicine,



Communication and Information, and Social Work.

Dr. Janet Kistner, Vice President for Faculty Development and Advancement discussed faculty promotion and tenure progress.

**Information Item**

*Admissions Report, Mr. John Barnhill, Associate Vice President for Academic Affairs*

Mr. John Barnhill, Associate Vice President for Academic Affairs, reported that in 2022, 78,005 applications were received. Nineteen thousand six hundred eighty applicants were admitted, which makes the overall admission rate 25%.

Mr. Barnhill discussed that FSU met its enrollment target, whereas 50% of the schools in the U.S. did not meet their target.

Mr. Barnhill reported the academic profile trends and the enrolled student attributes. He also noted the diversity of incoming first-year enrollment and that race is not a deciding factor in the admissions decision.

Mr. Barnhill reported the key strategies moving forward. This includes being Florida-focused, having a center holistic review of institutional values, and reaching underserved populations.

Mr. Barnhill discussed the 2023 first-year decisions and the new early action decision.

**Information Item**

*Strategic Plan Update, Dr. Rick Burnette, Associate Provost for Strategy and Analytics and Interim CIO*

Dr. Rick Burnette, Associate Provost for Strategy and Analytics and Interim CIO, gave an update on the university's new strategic plan and what the plan will be focused on. He discussed the extension of the strategic plan and its timeline. The strategic plan will be brought to the Board for approval in February 2023 and then to the Florida Board of Governors for approval in March 2023. The current draft is being vetted by FSU's Cabinet and will also be vetted by FSU's Academic Dean's Council.

Chair Collins stated the need for the Board to receive a draft of the Strategic Plan with plenty of time to review it before the February Board meeting. Trustee de las Cuevas-Diaz noted that the Board would be contacted to discuss the Strategic Plan in January before the Strategic Plan is brought before the Board for a vote in February.

**D. University Advancement Committee**

*Trustee John Thiel, Chair*

*Ms. Marla Vickers, Vice President for University Advancement and President, FSU Foundation, Inc.*

Trustee John Thiel, Chair of the University Advancement Committee, reported that their committee discussed their long-term ideas for the university. This includes reviewing the naming and gifting policy. The committee also heard a planning scheme from VP Vickers on a comprehensive campaign.

Ms. Marla Vickers, Vice President for University Advancement and President of the FSU Foundation, reported on fundraising success.

Ms. Vickers reported the University Endowment Summary.

Ms. Vickers reported FSU's alumni giving rate and that, nationally, this rate is declining. The goal is to secure 10,000 new alumni donors by June 30, 2023.

Ms. Vickers reported vacancies in the university's advancement teams. She noted that they are hiring a new Associate Vice President of Advancement, Colleges, Schools, and Units.

Ms. Vickers discussed how she plans to build a community across all the teams.

Ms. Vickers spoke about the progress in her conversations with the deans.

Ms. Vickers discussed her presidential partnership. She spoke about their campaign planning with the President.

Ms. Vickers announced the Trustee engagement plans.

Ms. Vickers displayed a map that shows where FSU alumni are currently and the population in each state. She also displayed which counties in Florida FSU alumni are presently living.

Ms. Vickers discussed the goal of seeking support from non-alumni FSU parents.

Ms. Vickers announced the preparation for FSU's next comprehensive campaign.

**E. Audit and Compliance Committee**

*Trustee Jim Henderson*

*Mr. Undra Baldwin, Chief Audit Officer*

*Ms. Robyn Blank, Chief Compliance and Ethics Officer*

Trustee Jim Henderson gave an update from the last audit and compliance meeting. They discussed what the committee saw as risk areas. First was cyber security and campus security. Trustee Henderson noted that Ms. Robyn Blank gave an update on Conflict Administration and Management System (CAMS). He reported that Mr. Undra Baldwin also gave an update from the Audit Office.

President McCullough reported that Ms. Robyn Blank would be leaving the university and thanked her for her service to FSU. Chair Collins, along with Trustee Henderson also thanked Robyn for her service.

**F. Governance Committee**

*Trustee Bob Sasser, Chair*

*Ms. Carolyn Egan, Vice President for Legal Affairs and General Counsel*

Trustee Bob Sasser, Chair of the Governance Committee, discussed that their committee approved FSU's plan to implement the Board of Governors *Civil Discourse Initiative*

Trustee Sasser discussed that at the committee meeting, Angela Chong, Associate Vice President for Student Affairs, gave an update on the staff's review of orientation materials and training on civil discourse and the first amendment. Associate Vice President Chong was pleased to report that the Student Senate formally adopted the Board of Governors' Statement on Civil Discourse.

Trustee Sasser reported that Dr. Jennifer Buchanan, Associate Vice President for Faculty Development and Advancement, reported on the review of academic policies. Dr. Ruth Storm, Associate Provost and Associate Vice President for Academic Affairs and SACSCOC Liaison, also gave an update on the preparation for reaccreditation for the Southern Association of Colleges and Schools (SACSOC).

Trustee Sasser noted that risk management would be discussed at the next committee meeting, with Undra Baldwin being their special guest. Refining risk management oversight is on President McCullough's agenda. The action item reviewed was the President's 2022-2023 goals. The committee discussed and recommended for approval by the full Board of Trustees.

Chair Collins noted that their committee is discussing the scoring of the President's goals, which will be discussed at the next committee meeting.

President McCullough noted that he would like to meet regularly with each Trustee throughout the year.

#### **Action Item**

1. Request for Approval of the President's 2022 - 2023 Goals

*Trustee Thiel moved to approve the President's 2022-2023 Goals. Trustee Weatherford seconded the motion, and it was approved unanimously.*

#### **G. Research Committee**

*Trustee Jorge Gonzalez, Chair*

*Dr. Stacey Patterson, Vice President for Research*

Trustee Jorge Gonzalez, Chair of the Research Committee, began his report by stating that three status updates were given to the committee. The first update was from Guidehouse on FSU Health. The second update was provided by a governmental affairs company from D.C. on federal governmental funding. The third update was from Dr. Stacey Patterson on her early observations on the Office of Research.

Trustee Gonzalez introduced and welcomed Dr. Stacey Patterson to her first Board of Trustees meeting.

Dr. Stacey Patterson, Vice President for Research, began her report by sharing her early observations on the Office of Research and the research ecosystem at the university.

Dr. Patterson started her presentation by defining research and gave an overview of sponsored research revenues at FSU.

Dr. Patterson discussed proposals. The goal is to increase the number of proposals but also the total value of proposals.

Dr. Patterson noted that the value of awards to FSU has grown over the past decade and is a leading indicator of where a research enterprise is headed.

Dr. Patterson gave a year-over-year comparison comparing Q1 FY22 vs. Q1 FY23 by overviews proposals, awards, and dollars.

Dr. Patterson gave an overview of total research expenditures, federal research expenditures, and research expenditure rankings.

Dr. Patterson shared her early thoughts on growing research, scholarship, and creative activities at FSU. She noted the support of the staff, the success of three listening sessions that were attended by over 600 faculty, the panhandle visit with the President's team, and the recent NSF visit of the Maglab. Dr. Patterson discussed her goals.

Chair Collins stated the Board's support of the Office of Research's efforts. Trustee Thiel also noted that VP Vickers would be an important person to support their efforts regarding fundraising for research.

#### **H. Student Affairs Committee**

*Trustee Drew Weatherford, Chair*

*Dr. Amy Hecht, Vice President for Student Affairs*

Trustee Drew Weatherford, Chair of the Student Affairs Committee, began his report by noting a tremendous number of updates during the committee meeting from Dr. Amy Hecht, Vice President for Student Affairs, from the Student Union budget to the Career Center. There is also an RFP for Sally Hall and Rogers Hall to be redone.

Trustee Weatherford reported that the focus of their committee meeting was recreation and health and wellness. The committee is exploring options for updating and expanding recreation and health and wellness options for students.

#### **I. Athletics Update**

*Mr. Michael Alford, Vice President and Athletics Director*

Mr. Michael Alford, Vice President and Athletics Director, began by introducing Ms. Kaley Mudge.

#### **Information Item**

*Ms. Kaley Mudge (#6), Position: Left Field, Softball, FSU Seminoles*

Ms. Kaley Mudge thanked Athletic Director Alford, her coaches, her professors, and the Board for all they do.

Ms. Jaelin Howell, FSU alum and former member of the FSU Women's Soccer Team, made an impromptu visit to the Board meeting and gave informal remarks.

Mr. Alford noted the Seminole Boosters' success and commented on the new Bowden Society.

Mr. Alford gave a recap on football tickets to date. He also reported on revenue streams and how they compare with our peers.

Mr. Alford gave an overview of athletics student investment and their partnership with the Office of Student Affairs. He also gave an overview of sports investment by sport.

Mr. Alford gave an overview of a data report comprised by the ACC on football investment.

Mr. Alford gave an athletic facilities update and an overview of their deferred maintenance plan.

Mr. Alford gave an industry update.

## **J. Legislative Affairs**

*Mr. Clay Ingram, Chief Legislative Affairs Officer*

Mr. Clay Ingram, Chief Legislative Affairs Officer, began his report by welcoming Trustee Roth.

Mr. Ingram gave an update on the recent election results in Florida and noted important upcoming legislative dates, including the dates for the 2023 Florida Legislative Session.

Mr. Ingram reported on federal updates. Last month, their office hosted FSU's federal lobbyists on campus, and they toured various research areas.

Mr. Ingram gave an update on the FSU Legislative & Government Internship Program.

Chair Collins noted that a legislative priorities list will be forthcoming from the staff and will be sent to the Board.

It was also noted that FSU Day at the Capitol would be on Tuesday, March 21, 2023, and the Seminole Evening Reception will take place the evening before Monday, March 20, 2023.

## **K. Finance and Business Committee**

*Trustee Jim Henderson, Chair*

*Mr. Kyle Clark, Vice President for Finance & Administration*

Trustee Jim Henderson, Chair of the Finance and Business Committee, reported that the committee reviewed and approved the two items on the consent agenda. These two items were the Request for Approval of the Amendment to the 2022-2023 Fixed Capital Outlay Budget and the Request for Approval of the Campus Development Agreement. In addition, they reviewed the Tallahassee Campus Development Agreement.

Trustee Henderson noted that the committee heard a report on the 2022-2023 Carryforward Spending Plan and the Fixed Capital Outlay.

Trustee Henderson reported that the committee received an update on the major capital

construction projects from VP Kyle Clark. Other updates during their committee included operational and directional support audits and a review of the DSO's. The committee also discussed the University Investment Policy and how compliance is considering certain adjustments.

Mr. Kyle Clark, Vice President for Finance and Administration, began his report by giving an overview of updates from Human Resources, the Budget Office, and Procurement. He continued by giving updates from the Controller's Office, WFSU, Business Services, the DSO Business Offices, and the FSU Police Department.

Mr. Clark reported that the university began exploring options to accept cryptocurrency for private donations this past summer. Vendor proposals are being reviewed by the Vice President for Finance & Administration, the Chief Audit Officer, the Chief Information Security Officer, and the FSU Foundation.

Mr. Clark gave an update on university capital construction projects, including the College of Business Legacy Hall, the Interdisciplinary Research & Commercialization Building, the Athletics Storage and Restroom Facilities, Kellogg Phase 1, and the FSU-TMH Academic Health Center.

## **VIII. OPEN FORUM FOR BOARD OF TRUSTEES**

*Mr. Peter Collins, Chair*

Trustee Thiel commented that it would be helpful to have the meeting materials in a board book and further in advance. Chair Collins and Trustee Henderson also agreed.

Chair Collins reported on upcoming dates, including November 30, 2022, for the President's State of the University, February 23 – 24, 2023, for the next in-person Board meeting in Tallahassee, and March 20, 2023, for the Seminole Evening Reception at the Capitol and March 21, 2023, for the FSU Day at the Capitol.

For further upcoming dates, Chair Collins noted that the Board retreat dates in April will be announced soon, and that the June general Board meeting will be held virtually via zoom along with the committee meetings. The fall meeting dates will be announced once the football schedule is released.

Trustee de las Cuevas-Diaz, noted that January 8, 2023, is the deadline for new trustee applications to the FSU Foundation Board of Trustees.

It was also announced that the 2022 Homecoming would be rescheduled in conjunction with the FSU Football Spring Game on the second weekend of April 2023.

Trustee Sasser commented that he was excited to welcome the new dean of the College of Engineering and thanked the President for his vision for the College.

## **IX. ADJOURNMENT**

Chair Collins thanked the Board for their time and adjourned the meeting at 4:21 p.m.



FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES

# MEETING MINUTES FEBRUARY 6, 2023



FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES

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MEETING MINUTES (DRAFT)

Monday, February 6, 2023

3:00 – 4:30 pm

Virtual workshop held via Zoom

*Attendees:* Max Alvarez, Kathryn Ballard, Eric Chicken, Peter Collins, Vivian de las Cuevas-Diaz, Nimna Gabadage, Jorge Gonzalez, Jim Henderson, Justin Roth, Deborah Sargeant, Bob Sasser, Drew Weatherford.

*Absent:* John Thiel

**Call to Order and Welcome**

*Mr. Peter Collins, Chair*

Chair Collins welcomed everyone and called the workshop to order at 3:03 PM.

Heather Mayo called the roll and confirmed a quorum.

**Public Comments**

There were no public comments.

Chair Collins made introductory comments and then introduced President McCullough.

**Introduction**

*Richard McCullough, President*

President McCullough thanked the Trustees for their support and thanked them for all they do to support Florida State University.

President McCullough introduced the strategic plan and gave context to the strategic plan.

Chair Collins introduced Provost Clark and welcomed him to give his presentation.



## **Presentation of Strategic Plan Draft Discussion Document**

*James Clark, Provost*

Provost Clark thanked the Chairman and gave a presentation update on the draft of the 2023-2027 Strategic Plan.

Provost Clark discussed the purpose and design of the proposed plan. He also noted that the Board of Trustees agreed to extend the prior plan created in 2017.

Provost Clark gave an overview of the proposed strategic plan's alignment with internal and external measures and discussed the proposed strategic plan's organizational structure. The proposed plan includes five goals. Provost Clark gave an overview of all five goals, and President McCullough provided insight into each. Trustees asked questions and provided feedback on the goals.

Chair Collins advised that the Board would see the proposed plan again in two weeks at the next meeting. President McCullough stated that it would be helpful for the Board to provide feedback to the administration on this process. Chair Collins invited the Trustees to send feedback to the President and Provost. President McCullough also noted that the Board of Trustees committees could provide input regarding their focus areas.

Chair Collins noted that it would be beneficial for the Board to focus on the plan's outcome and look at the performance-based funding and preeminence metrics.

### **Open Forum for Board of Trustees**

*Peter Collins, Chair*

There was a discussion on the upcoming state legislative session and its events.

### **Adjournment**

Chair Collins closed the meeting by discussing the schedule for February's next in-person board meeting.

The meeting was adjourned at 4:34 PM.



FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES

# CONSENT ITEMS



FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES

# CONSENT ITEM A (Audit & Compliance)



THE  
FLORIDA STATE  
UNIVERSITY

Office of Inspector General Services  
Suite 407 Westcott Building  
222 South Copeland Street  
P. O. Box 3061390  
Tallahassee, Florida 32306-1390

**MEMORANDUM**

**TO:** Richard McCullough, President

**FROM:** Undra Baldwin, Chief Audit Officer *UB*

**Date:** February 2, 2023

**SUBJECT:** Consent Agenda Items for the February 24, 2023, BOT Meeting

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Please find enclosed the FSU Office of Inspector General Services request for BOT approval of the Performance-Based Funding Metrics and Preeminent Research University Funding Metrics audit reports and recommendation for the President and BOT Chair to sign the certifications.

I respectfully request these items to be placed on the BOT Consent Agenda for the February 24, 2023, BOT meeting.

Thank you

Attachments



# Data Integrity Certification

## March 2023

In accordance with Board of Governors Regulation 5.001(8), university presidents and boards of trustees are to review, accept, and use the annual data integrity audit to verify the data submitted for implementing the Performance-based Funding model complies with the data definitions established by the Board of Governors.

Given the importance of submitting accurate and reliable data, boards of trustees for those universities designated as preeminent or emerging preeminent are also asked to review, accept, and use the annual data integrity audit of those metrics to verify the data submitted complies with the data definitions established by the Board of Governors.

**Applicable Board of Governors Regulations and Florida Statutes:** Regulations 1.001(3)(f), 3.007, and 5.001; Sections 1.001.706, 1001.7065, and 1001.92, Florida Statutes

**Instructions:** To complete this certification, university presidents and boards of trustees are to review each representation in the section below and confirm compliance by signing in the appropriate spaces provided at the bottom of the form. Should there be an exception to any of the representations, please describe the exception in the space provided.

Once completed and signed, convert the document to a PDF and ensure it is ADA compliant. Then submit it via the Chief Audit Executives Reports System (CAERS) by the close of business on March 1, 2023.

**University Name:** Florida State University

### Data Integrity Certification Representations:

1. I am responsible for establishing and maintaining, and have established and maintained, effective internal controls and monitoring over my university's collection and reporting of data submitted to the Board of Governors Office which will be used by the Board of Governors in Performance-based Funding decision-making and Preeminence or Emerging-preeminence Status.
2. In accordance with Board of Governors Regulation 1.001(3)(f), my Board of Trustees has required that I maintain an effective information system to provide accurate, timely, and cost-effective information about the university, and shall require that all data and reporting requirements of the Board of Governors are met.
3. In accordance with Board of Governors Regulation 3.007, my university provided accurate data to the Board of Governors Office.

## Data Integrity Certification, March 2023

4. In accordance with Board of Governors Regulation 3.007, I have tasked my Data Administrator to ensure the data file (prior to submission) is consistent with the criteria established by the Board of Governors. The due diligence includes performing tests on the file using applications, processes, and data definitions provided by the Board Office. A written explanation of any identified critical errors was included with the file submission.
5. In accordance with Board of Governors Regulation 3.007, my Data Administrator has submitted data files to the Board of Governors Office in accordance with the specified schedule.
6. I am responsible for taking timely and appropriate preventive/ corrective actions for deficiencies noted through reviews, audits, and investigations.
7. I recognize that Board of Governors' and statutory requirements for the use of data related to the Performance-based Funding initiative and Preeminence or Emerging-preeminence status consideration will drive university policy on a wide range of university operations – from admissions through graduation. I certify that university policy changes and decisions impacting data used for these purposes have been made to bring the university's operations and practices in line with State University System Strategic Plan goals and have not been made for the purposes of artificially inflating the related metrics.
8. I certify that I agreed to the scope of work for the Performance-based Funding Data Integrity Audit and the Preeminence or Emerging-preeminence Data Integrity Audit (if applicable) conducted by my chief audit executive.
9. In accordance with section 1001.706, Florida Statutes, I certify that the audit conducted verified that the data submitted pursuant to sections 1001.7065 and 1001.92, Florida Statutes [regarding Preeminence and Performance-based Funding, respectively], complies with the data definitions established by the Board of Governors.

Exceptions to Note: The 2 exceptions noted during the Performance Based Funding Metrics audit would have improved FSU's performance for these metrics.

## Data Integrity Certification, March 2023

### Data Integrity Certification Representations, Signatures:

*I certify that all information provided as part of the Board of Governors Data Integrity Certification for Performance-based Funding and Preeminence or Emerging-preeminence status (if applicable) is true and correct to the best of my knowledge; and I understand that any unsubstantiated, false, misleading, or withheld information relating to these statements render this certification void. My signature below acknowledges that I have read and understand these statements. I certify that this information will be reported to the board of trustees and the Board of Governors.*

Certification: \_\_\_\_\_  
University President

Date: \_\_\_\_\_

*I certify that this Board of Governors Data Integrity Certification for Performance-based Funding and Preeminence or Emerging-preeminence status (if applicable) has been approved by the university board of trustees and is true and correct to the best of my knowledge.*

Certification: \_\_\_\_\_  
University Board of Trustees Chair

Date: \_\_\_\_\_

# **Performance-Based Funding Metrics Data Integrity Audit**



# **FLORIDA STATE UNIVERSITY**

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**Office of Inspector General Services  
Report #23-11**

**January 31, 2023**

**Undra Baldwin, Chief Audit Officer**



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## EXECUTIVE SUMMARY

### Background

In 2014, the Florida Board of Governors (BOG) approved the Performance-Based Funding (PBF) Model. The model includes 10 metrics that evaluate Florida universities on a range of issues (e.g., graduation rates, job placement, academic progress rate). One metric (Metric 10) is a choice metric which was selected by the University's Board of Trustees and focuses on areas of improvement or the specific mission of the University. The remaining metrics are common to all institutions.

The PBF Metrics consist of the following:

- Metric 1: Percent of Bachelor's Graduates Enrolled or Employed One Year After Graduation
- Metric 2: Median Wages of Bachelor's Graduates Employed Full-Time One Year After Graduation
- Metric 3: Average Cost to the Student (Net Tuition & Fees per 120 Credit Hours for Resident Undergraduates)
- Metric 4: Four-Year Graduation Rate – Full-time, First Time in College (FTIC) Students
- Metric 5: Academic Progress Rate (Second Fall Retention Rate with at Least 2.0 GPA for Full-Time, FTIC Students)
- Metric 6: Percentage of Bachelor's Degrees Awarded within Programs of Strategic Emphasis
- Metric 7: University Access Rate (Percent of Undergraduates with a Pell Grant)
- Metric 8: Percentage of Graduate Degrees Awarded within Programs of Strategic Emphasis
- Metric 9a: Three-Year Graduation Rate - Florida College System (FCS) Associate in Arts Degree (AA) Transfer Students
- Metric 9b: Six-Year Graduation Rate - FTIC Pell Recipient Students
- Metric 10: Number of Bachelor's Graduates who took an Entrepreneurship Class

Florida Statute 1001.706, Powers and Duties of the BOG, requires the BOG to define the data components and methodology used to implement Florida Statute 1001.92, State University System Performance-Based Incentive, and requires each University to conduct an annual audit to verify that the data submitted pursuant to Florida Statute 1001.92 complies with the data definitions established by the BOG. The BOG has provided methodology documents for all metrics common to the institutions. The calculations of the PBF Metrics are based on data submitted through the State University Database System. See Appendix B for the complete list of data files used for the calculation of each metric.

### Objectives and Scope

The specific objectives of this audit were to:

1. Determine if there were any changes concerning the Data Administrator's appointment and the duties and responsibilities in his official position description.
2. Determine the current status of processes used by the Data Administrator to ensure the completeness,



accuracy, and timely submission of data to the BOG.

3. Determine whether policies, procedures, and desk manuals are adequate to ensure the integrity of submissions to the BOG.
4. Evaluate the current status concerning system access controls and user privileges.
5. Verify data accuracy through detailed testing of key files and data elements.
6. Determine the current status concerning the consistency of data submissions with the data definitions and guidance provided by the BOG.
7. Determine the current status concerning the University Data Administrator's data resubmissions to the BOG.
8. Provide an objective basis of support for the President and Board of Trustees' Chairman to sign the representations made in the PBF Metrics/Preeminent Research University Funding Metrics Data Integrity Certification.

The scope of this audit covered data submissions to the BOG from January 2021 through November 2022.

Based on previous audit results and our assessment of metrics with the highest risks, we selected the following metrics for testing:

- Metric 3: Average Cost to the Student (Net Tuition & Fees per 120 Credit Hours for Resident Undergraduates)
- Metric 4: Four-Year Graduation Rate - First Time in College Students
- Metric 5: Academic Progress Rate (Second Fall Retention Rate with at least 2.0 GPA)
- Metric 7: University Access Rate (Percent of Undergraduates with a Pell Grant)
- Metric 9b: Six-Year Graduation Rate - First Time in College Pell Recipient Students

### **Standards**

This audit was conducted in accordance with the *International Standards for the Professional Practice of Internal Auditing*. These standards require that we plan and perform the audit to obtain sufficient, reliable, relevant, and useful evidence. It is our opinion that the evidence obtained during our review provides a basis for the findings and conclusion noted in this report.

### **Overall Conclusion**

Overall, it appears that the University has established adequate controls and processes to:

1. Ensure the completeness, accuracy, and timeliness of data submissions to the BOG, which support the University's PBF metrics.
2. Affirm the representations in the Data Integrity Certification form.

While we have identified opportunities for improvement, we view the overall impact as immaterial to the calculation of the PBF Metrics.



## SUMMARY OF ISSUES

### **Issue #1: Students who were awarded Federal Pell Grants were excluded from the 2021-2022 Student Financial Aid (SFA) file submitted to the BOG.**

➤ Metric 7, University Access Rate

Our testing identified 29 students who were excluded from the 2021-2022 SFA file that should have been included in the calculation of Metric 7. This resulted in the underreporting of students used in the calculation of the metric.

If these students had been included in the SFA file, it would have improved FSU's performance with this metric.

➤ Metric 3, Average Cost to the Student

Our testing identified 2 students who were excluded from the 2021-2022 SFA file whose financial aid should have been included in the calculation of Metric 3. The total amount of Federal Pell Grant underreported for these 2 students was \$1.8K.

If these students had been included in the SFA file, it would have had no impact on FSU's performance with this metric.

### **Issue #2: Office of Financial Aid did not include \$714K of Emergency Federal Supplemental Educational Opportunity Grant (FSEOG) Aid in the 2021-2022 SFA file submitted to the BOG.**

Metric 3, Average Cost to the Student

During our testing, we identified 1 of 40 (3%) students who received Emergency FSEOG Aid but were not included in the 2021-2022 SFA file. Upon further review, we noted that all disbursed Emergency FSEOG Aid was omitted from the SFA file due to a coding error. The total amount of underreported Emergency FSEOG Aid from the 2021-2022 SFA file submitted to the BOG was \$714K, which was disbursed to 1,487 students.

If the Emergency FSEOG Aid had been included in the SFA file, it would have improved FSU's performance with this metric.



## DETAILED OBSERVATIONS

**Issue 1: Students who were awarded Federal Pell Grants were excluded from the 2021-2022 SFA file submitted to the BOG.**

**Rating:** Moderate

**Condition:**

➤ Metric 7, University Access Rate

Our testing identified 29 students who were excluded from the 2021-2022 SFA file that should have been included in the calculation of Metric 7. This resulted in the underreporting of students used in the calculation of the metric.

If these students had been included in the SFA file, it would have improved FSU's performance with this metric.

➤ Metric 3, Average Cost to the Student

Our testing identified 2 students who were excluded from the 2021-2022 SFA file whose financial aid should have been included in the calculation of Metric 3. The total amount of Federal Pell Grant underreported for these 2 students was \$1.8K.

If these students had been included in the SFA file, it would have had no impact on FSU's performance with this metric.

**Criteria:**

BOG SFA file data elements: The SFA file has specific guidelines regarding what should be reported for each data element.

**Cause(s):**

The causes are as follows:

- The BOG SFA file data elements do not address whether all students with disbursed financial aid should be reported in the SFA file, regardless of whether the student was reported on the Enrollments file of the Student Instruction File (SIF).
- Office of Financial Aid reported they began excluding students with disbursed aid from the SFA file if they had a full-term withdrawal. However, some withdrawals occurred after the SIF file build, and some were fee-liable which were required to be reported in the SIF.



**Risk(s)/Effect(s):**

Student financial aid can be underreported, which could have a material impact on the calculation of Metric 3, Average Cost to the Student, and/or Metric 7, University Access Rate, resulting in FSU not receiving additional funding.

**Recommendation(s):**

The Office of Financial Aid and the Institutional Research should perform the following:

- Inquire of the BOG whether to include all students with financial aid disbursements or only students with financial aid disbursements who were also included in the Student Instruction Enrollment files. Once a response has been received from the BOG, the updated file should be resubmitted.
- Work with BOG to get formal guidelines regarding which students should be included and excluded from the Student Financial Aid file and update their file preparation procedures accordingly.

**Management’s Corrective Action(s):**

- Phase I: The Office of Financial Aid will seek clarity on whether all students with financial aid disbursements should be included on the SFA file. If it is determined that the previously omitted students should be included, the Office of Financial Aid will resubmit the file to include the 29 students.
- Phase II: The Office of Financial Aid in collaboration with FSU Institutional Research will work with the BOG to request formal guidelines to streamline reporting requirements.

**Name(s) and Title of Employee(s) Responsible for Implementing Corrective Action:**

Suzanne Vickers, Director of Financial Aid

**Target Date(s) for Implementing Corrective Action(s):**

- Phase I: March 30, 2023
- Phase II: March 30, 2024



**Issue 2: Office of Financial Aid did not include \$714K of Emergency Federal Supplemental Educational Opportunity Grant (FSEOG) Aid in the 2021-2022 SFA file submitted to the BOG.**

**Rating:** Moderate

**Condition:**

Metric 3, Average Cost to the Student

During our testing, we identified 1 of 40 (3%) students who received Emergency FSEOG Aid but were not included in the 2021-2022 SFA file. Upon further review, we noted that all disbursed Emergency FSEOG Aid was omitted from the SFA file due to a coding error. The total amount of underreported Emergency FSEOG Aid from the 2021-2022 SFA file submitted to the BOG was \$714K, which was disbursed to 1,487 students.

If the Emergency FSEOG Aid had been included in the SFA file, it would have improved FSU's performance with this metric.

**Criteria:**

BOG SFA file data elements: The SFA file has specific guidelines regarding what should be reported for each data element. Data element 01253, the Financial Aid Award Program Identifier, lists Federal SEOG Grants as having a code of "002", which makes it a reportable data element.

**Cause(s):**

Office of Financial Aid reported the Emergency FSEOG was initially thought to be in place for one year but was extended unexpectedly. Office of Financial Aid uses a crosswalk to convert University aid item types to BOG Financial Aid Award Program Identifier Codes. The code for pulling disbursed aid for this grant included Aid Year 2021 (Fall 2020, Spring 2021, Summer 2021) but did not roll forward to Aid Year 2022 (Fall 2021, Spring 2022, Summer 2022).

**Risk(s)/Effect(s):**

Student financial aid can be underreported, which could have a material impact on the calculation of Metric 3, Average Cost to the Student, resulting in FSU not receiving additional funding.

**Recommendation(s):**

- The 2021-2022 SFA file should be resubmitted with the omitted Emergency FSEOG Aid.
- SFA file preparation procedures should be updated to ensure all required financial aid item types are included in the SFA file. Once the SFA file is built, analytical procedures should be performed to ensure all required financial aid item types have been included.



**Management's Corrective Action(s):**

The Office of Financial Aid will resubmit the 2021-2022 SFA file which will include the previously omitted Emergency FSEOG disbursements. Further, our procedures will be updated to ensure all aid types are properly reported and a review of the file will be completed to validate the data each year once it has been compiled.

**Name(s) and Title of Employee(s) Responsible for Implementing Corrective Action(s):**

Suzanne Vickers, Director of Financial Aid

**Target Date(s) for Implementing Corrective Action(s):**

March 1, 2023





## APPENDIX A - AUDIT RATINGS

### **Material:**

- Violation of policies/procedures/laws and/or unacceptable level of internal controls that either does or could pose an unacceptable level of exposure to the organization.
- Issue or issues identified are likely and could have high impact on the organization
- Major opportunities to improve effectiveness and efficiency exist.
- Immediate corrective action by management is required.

### **Significant:**

- Violation of policies/procedures/laws and/or lack of internal controls that either do or could pose a notable level of exposure to the organization.
- Issue or issues identified are likely and could have a medium impact on the organization.
- Substantial opportunities to improve effectiveness and efficiency exist.
- Prompt corrective action by management is essential in order to address the noted concern(s) and reduce the risk to the organization.

### **Moderate:**

- Violation of policies/procedures/laws and/or lack of internal controls that either do or could pose a notable level of exposure to the organization.
- Issue(s) identified are (a) either not likely but could have a high impact or are (b) likely and could have a low impact on the organization.
- Notable opportunities to improve effectiveness and efficiency exist.
- Corrective action is needed by management in order to address the noted concern and reduce risks to a more desirable level.

### **Advisory:**

- Categorized by area reviewed.
- Used to identify recommendations contained in a consulting engagement report.



## APPENDIX B – PERFORMANCE-BASED FUNDING METRICS DATA SOURCES

<b>Metric</b>	<b>Description</b>	<b>Data Source Submitted to BOG</b>
<b>1</b>	Percent of Bachelor’s Graduates Enrolled or Employed One Year After Graduation	BOG Submission File – Degrees Awarded (SIFD)
<b>2</b>	Median Wages of Bachelor’s Graduates Employed Full-Time One Year After Graduation	BOG Submission File – SIFD
<b>3</b>	Average Cost to Student (Net Tuition & Fees per 120 Credit Hours for Resident Undergraduates)	BOG Submission Files – SIF, SFA, Hours to Degree File (HTD)
<b>4</b>	Four-Year Graduation Rate (Full-time, FTIC Students)	BOG Submission Files – SIF, SIFD, Retention File
<b>5</b>	Academic Progress Rate (Second Fall Retention Rate with at Least 2.0 GPA for Full-Time, FTIC Students)	BOG Submission Files – Fall SIF – two consecutive terms
<b>6</b>	Percentage of Graduate Degrees Awarded within Programs of Strategic Emphasis	BOG Submission Files – SIFD
<b>7</b>	University Access Rate	BOG Submission Files – SIF, SFA
<b>8</b>	Percentage of Graduate Degrees Awarded within Programs of Strategic Emphasis	BOG Submission Files – SIFD
<b>9a</b>	Three-Year Graduation Rate – FCS AA Transfer Students	BOG Submission Files – SIF, SIFD, Retention File
<b>9b</b>	Six-Year Graduation Rate – FTIC Pell Recipient Students	BOG Submission File – SIF, SIFD, SFA, Retention File
<b>10</b>	Number of Bachelor’s Graduates who took an Entrepreneurship Class	Provided to the BOG by Institutional Research





FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES

# CONSENT ITEM B (Audit & Compliance)

# **Preeminent Research University Funding Metrics Data Integrity Audit**



## **FLORIDA STATE UNIVERSITY**

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**Office of Inspector General Services  
Report #23-12**

**January 31, 2023**

**Undra Baldwin, Chief Audit Officer**

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## EXECUTIVE SUMMARY

### Background

In 2013, the Florida Board of Governors (BOG) voted to designate Florida State University (FSU) as a Preeminent State University. Florida Statute 1001.7065, Preeminent State Research Universities Program, details the 12 academic and research excellence standards established for the program. Universities are eligible for emerging preeminence if they meet 6 of 12 metrics and are eligible for preeminence if they meet 11 of 12 metrics. The University's performance results related to the Preeminent Research University Funding Metrics are reported annually in the Accountability Plan. FSU met all 12 benchmarks in the 2022 Accountability Plan, which is the most recently available report.

The 12 Preeminent Research University Funding Metrics consist of the following:

- Metric A: Average Grade Point Average (GPA) and SAT Score
- Metric B: Public University National Rankings
- Metric C: Freshman Retention Rate
- Metric D: Four-Year Graduation Rate
- Metric E: National Academy Memberships
- Metric F: Science and Engineering Research Expenditures (\$M)
- Metric G: Non-Medical Science and Engineering Research Expenditures (\$M)
- Metric H: Number of Broad Disciplines Ranked in Top 100 for Research Expenditures
- Metric I: Utility Patents Awarded
- Metric J: Doctoral Degrees Awarded Annually
- Metric K: Number of Post-Doctoral Appointees
- Metric L: Endowment Size (\$M)

Florida Statute 1001.706, Powers and Duties of the BOG, requires the BOG to define the data components and methodology used to implement Florida Statute 1001.7065 and requires each University to conduct an annual audit to verify that the data submitted pursuant to Florida Statute 1001.7065 complies with the data definitions established by the BOG. The BOG last updated the Preeminent Metrics Methodology Document in October 2020. The data supporting the Preeminent Research University Funding Metrics comes from a variety of sources, including:

- Data submitted to the BOG
- Data reported to external entities

See Appendix A for the complete list of sources for each metric.

## Objectives and Scope

The specific objectives of this audit were to:

1. Determine the current status of processes used by the Data Administrator to ensure the completeness, accuracy, and timely submission of data to the BOG.
2. Verify data accuracy through detailed testing of key files and data elements.
3. Determine the current status concerning the University Data Administrator's data resubmissions to the BOG.
4. Provide an objective basis of support for the President and Board of Trustee's Chairman to sign the representations made in the Performance-Based Funding Metrics/Preeminent Research University Funding Metrics Data Integrity Certification.

The scope of this audit covered data submissions from January 2021 through November 2022.

Based on previous audit results and our assessment of metrics with the highest risks, we selected the following metrics for testing:

- Metric A: Average GPA and SAT Score
- Metric C: Freshman Retention Rate
- Metric D: Four-Year Graduation Rate
- Metric F: Science and Engineering Research Expenditures (\$M)
- Metric G: Non-Medical Science and Engineering Research Expenditures (\$M)
- Metric K: Number of Post-Doctoral Appointees

## Standards

This audit was conducted in accordance with the *International Standards for the Professional Practice of Internal Auditing*. These standards require that we plan and perform the audit to obtain sufficient, reliable, relevant, and useful evidence. It is our opinion that the evidence obtained during our review provides a basis for the findings and conclusion noted in this report.

## Overall Conclusion

Overall, it appears that the University has established adequate controls and processes to:

1. Ensure the completeness, accuracy, and timeliness of data submissions to the BOG and external entities which support the University's Preeminent Research University Metrics.
2. Affirm the representations in the Data Integrity Certification form.

## APPENDIX A – PREEMINENT RESEARCH UNIVERSITY FUNDING METRICS DATA SOURCES

<b>Metric</b>	<b>Description</b>	<b>Data Source</b>
<b>A</b>	Average GPA and SAT Score for Incoming Freshman in Fall Semester	BOG Submission File – Fall Admissions File
<b>B</b>	Number of Top 50 Public University National Rankings	External Websites - BOG maintains the official list of publications.
<b>C</b>	Freshman Retention Rate (Full-time, First Time in College (FTIC))	BOG Submission Files – Fall Student Instruction File (SIF) for two consecutive years.
<b>D</b>	Four-Year Graduation Rate (Full-time, FTIC)	BOG Submission Files – Retention File, SIF, and Degrees Awarded File (SIFD)
<b>E</b>	Number of National Academy Memberships	Official Membership Directories on External Websites – BOG maintains a list of acceptable organizations.
<b>F</b>	Total Annual Science and Engineering Research Expenditures	National Science Foundation (NSF) Higher Education Research and Development (HERD) Survey
<b>G</b>	Total Annual Non-Medical Science and Engineering Research Expenditures	NSF HERD Survey
<b>H</b>	Number of Broad Disciplines Ranked in Top 100 for Research Expenditures	Research expenditure data using the NSF’s National Center for Science and Engineering Statistics online data tool
<b>I</b>	Number of Utility Patents Awarded over Three Calendar-Year Period	As reported by the United States Patent and Trademark Office for the most recent three years.
<b>J</b>	Number of Doctoral Degrees Awarded Annually	BOG Submission File - SIFD
<b>K</b>	Number of Post-Doctoral Appointees	NSF Survey of Graduate Students and Post-Doctorates in Science and Engineering Survey
<b>L</b>	Endowment Size	National Association of College and University Business Officers (NACUBO) and Commonfund Institute’s annual online report of Market Value of Endowment Assets





FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES

# CONSENT ITEM C (Audit & Compliance)



THE  
FLORIDA STATE  
UNIVERSITY

Office of Inspector General Services  
Suite 407 Westcott Building  
222 South Copeland Street  
P. O. Box 3061390  
Tallahassee, Florida 32306-1390

**MEMORANDUM**

**TO:** Richard McCullough, President  
**FROM:** Undra Baldwin, Chief Audit Officer *UB*  
**Date:** February 2, 2023  
**SUBJECT:** Consent Agenda Item for the February 24, 2023, BOT Meeting

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Please find enclosed the Florida State University Real Estate Foundation's request for approval for the above firm to enter into a one-year audit contract extension, with a rotation in lead audit partner for Thomas Howell Ferguson, P.A.

I respectfully request this item to be included on the BOT Consent Agenda for the February 24, 2023, BOT meeting.

Thank you.

Attachment

**From:** [Undra Baldwin](#)  
**To:** [Michael Williams](#)  
**Cc:** [JCarrigan@foundation.fsu.edu](mailto:JCarrigan@foundation.fsu.edu); [Candace Tibbetts](#)  
**Subject:** RE: Real Estate Foundation Contract Extension Request for Upcoming Audit Engagement  
**Date:** Tuesday, January 31, 2023 4:34:44 PM  
**Attachments:** [image002.png](#)

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Thanks Michael.

I will add the extension request to the upcoming BOT meeting agenda.

Regards,  
Undra



***Undra Baldwin (he/him/his)***  
***MS CYBR, MBA, CIA, CISA, CDPSE, CFE, CIG***  
Chief Audit Officer  
Office of Inspector General Services  
222 South Copeland Street  
Westcott Building, Suite 407  
Tallahassee, Florida 32306-1390  
d: (850) 644-0651  
o: (850) 644-6031  
e: [ubaldwin@fsu.edu](mailto:ubaldwin@fsu.edu)

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**From:** Michael Williams <[mswilliams@fsu.edu](mailto:mswilliams@fsu.edu)>  
**Sent:** Tuesday, January 31, 2023 4:05 PM  
**To:** Undra Baldwin <[ub22@fsu.edu](mailto:ub22@fsu.edu)>  
**Cc:** [JCarrigan@foundation.fsu.edu](mailto:JCarrigan@foundation.fsu.edu); Michael Williams <[mswilliams@fsu.edu](mailto:mswilliams@fsu.edu)>  
**Subject:** Real Estate Foundation Contract Extension Request for Upcoming Audit Engagement

Undra,

The Real Estate Foundation is requesting a one year contract extension with a rotation in lead audit partner for Thomas Howell Ferguson P.A., which was approved by their Board. Per regulation FSU-2.025 Direct Support Organizations, the contract extension must be approved by the Florida State University President and then forwarded to the University Board of Trustees for review and final approval. The Real Estate Foundation plans to participate in a joint RFP with the FSU Foundation and Alumni Association in 2024 to select one firm to audit all 3 entities.

Please accept this email as the Real Estate Foundation's formal request for Board of Trustees approval during their next meeting.

Thank You,

*Michael*

**Michael Williams, CPA**  
Associate Vice President



FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES

# CONSENT ITEM D (Academic Affairs)



FLORIDA STATE UNIVERSITY  
OFFICE OF THE PROVOST

**TO:** President Richard McCullough

**FROM:** Provost James Clark

**DATE:** February 7, 2023

**SUBJECT: Request for Approval:** Historical Evaluation and Review Summaries for  
Centers and Institutes Fiscal Year 2021-2022

Per Board Regulation 10.015, all state of Florida institutes and centers shall be reviewed at least every five years, and all university institutes and centers (I&C) shall be reviewed at least every seven years.

In accordance with the regulation, all evaluations or reviews shall include the following minimum information:

- A determination of the institute or center's progress against defined goals and objectives within the context of the institute or center's mission, the participating university's mission, and the current Board of Governors' strategic plan.
- An assessment of the return on investment of state dollars, if applicable.
- The need for continuation of the institute or center.
- Possible changes in mission or organizational structure.
- Budget reduction or expansion.
- Recommendations for change of classification (state of Florida institute or center, or university institute or center), if applicable.
- Recommendations for status change (active, inactive, terminated), if applicable

For each currently active Florida institute and center and each currently active university institute and center, a summary of historical evaluations must be completed using a template provided by the SUS Chancellor and will serve as a summary of the evaluation or review.

The attached report has been compiled in accordance with BOG guidelines and using the BOG template. I recommend you approve the Historical Evaluation and Review Summaries for Centers and Institutes Year 2021-2022. Consistent with BOG Regulations, upon review and approval, the report will be submitted to the Chancellor of the State University System.

**Historical Evaluation/Review Template Instructions**

Per Board Regulation 10.015, universities must submit a summary of the evaluation/review using a template provided by the Chancellor.

*Please complete the contact information on the right.*

*Please enter information for columns 5-16 on the I&C on tab "1-Evaluation Information" for all active I&Cs*

<b>1. Institution</b>	This column should be used to filter the data for the specific institution completing the template
<b>2. Center Type</b> [University; State of Florida; CoExcellence]	Identifies the center as a "Center of Excellence", "State of Florida" or "University" I&C. This designation is determined by the host institution at the inception of the center
<b>3. Center Code</b>	Identifies the code assigned to the I&C as assigned by the BOG. If there is a discrepancy here please indicate this in the comments section of the spreadsheet.
<b>4. Center Name</b>	Identifies the I&C name
<b>5. Year of Most Recent Evaluation/Review</b> [20XX]	This column should provide the year of the most recent I&C evaluation/review.
<b>6. Year of Next Evaluation/Review</b> [20XX]	This column should provide the year of the next anticipated I&C evaluation/review
<b>7. Determination of the institute or center's progress against defined goals and objectives within the context of the institute or center's mission, the participating university's mission, and the current Board of Governors' strategic plan.</b>	Please provide the page number & text excerpt or a text summary from your uploaded evaluation that corresponds to each of the requirements.
<b>8. Assessment of the return on investment of state dollars, if applicable</b>	
<b>9. The need for continuation of the institute or center.</b>	
<b>10. Possible changes in mission or organizational structure.</b>	
<b>11. Budget reduction or expansion.</b>	
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<b>13. Explanation of recommendations for change of classification (state of Florida institute or center, or university institute or center), if applicable.</b>	
<b>14. Recommendations for status change (active, inactive, terminated), if applicable.</b>	
<b>15. Explanation of recommendations for status change (active, inactive, terminated), if applicable.</b>	
<b>16. Missing Evaluation Component Explanation</b> [Optional]	

I&C Information						Review Components Included (Please provide relevant page numbers and paragraphs of the uploaded evaluation for each component)														16. Missing Evaluation Component Explanation [Optional]						
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Florida State University	University	20.0030	Center for African American Culture																							
Florida State University	University	20.0040	Center for Arts Administration																							
Florida State University	University	20.0050	Center for Biomedical and Toxicological Research and Hazardous Waste Management																							
Florida State University	University	20.0070	Center for Performance Technology																							
Florida State University	University	20.0080	Center for Employment Relations and Law (CERL)																							
Florida State University	University	20.0090	Center for Family Services																							
Florida State University	University	20.0100	Instructional Support Center																							
Florida State University	University	20.0110	Center for International Studies																							
Florida State University	University	20.0120	Center for Music Research	2015	2022	pgs 2-5	The center for Music Research continues to reate effective research environments for the pursuit of music scholarship for both students and faculty.	pg2	The return on investment is 4.3		Continuation is Recommended		No expected changes. The Director, John Geringer has served since 2002.		More information is needed. Funding was identified as a challenge.		No change needed - University Center		NA		No change needed					
Florida State University	University	20.0130	Center for Needs Assessment and Planning																							
Florida State University	University	20.0140	Center for Ocean-Atmospheric Prediction Studies (COAPS)	2016	2025	pgs 2-6	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://povost.fsu.edu/users/gfiles/uptbrnu3440files/2021-08/CR2016.pdf">https://povost.fsu.edu/users/gfiles/uptbrnu3440files/2021-08/CR2016.pdf</a> on these associated page numbers				pgs 2-6	The entity's most recent evaluation resulted in the entity's continued operation.		NA		NA		NA		NA						
Florida State University	University	20.0150	Center for Prevention and Early Intervention Policy	2012	2022	pgs 2-5	CEPIP responds directly to several of FSU's goals and values in its annual reports. The details in these reports effectively communicate the successful alignment of their activities with the university's mission and the current strategic plan.	pg2	The return on investment is 1:52		Continuation is Recommended		Dr. Mini Graham has served as the Director since 1913. Several of the FSU Center's faculty and staff are nearing retirement. We are committed to strategic and succession planning to cultivate and recruit talented, diverse leaders for replacement. The FSU Center voted on by-laws in April 2022. Transitions are ongoing, but a plan is provided in the report.		Discussions regarding resources are needed. Key barriers were identified in the annual reports related to staffing and faculty needed for growth. The impact on growth would be focused toward collaboration with other centers, exposure and access, and product development. That said, services to the constituents would also be improved with added resources.		No change needed - University Center		NA		No change needed					
Florida State University	University	20.0160	Center for Academic and Professional Development	2013	2023	pgs 2-7	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://povost.fsu.edu/users/gfiles/uptbrnu3440files/2021-08/CR2012.pdf">https://povost.fsu.edu/users/gfiles/uptbrnu3440files/2021-08/CR2012.pdf</a> on these associated page numbers				pgs 2-7	The entity's most recent evaluation resulted in the entity's continued operation.		NA		NA		NA		NA						
Florida State University	University	20.0170	Center for Demography and Population Health	2014	2024	pgs 2-9	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://povost.fsu.edu/users/gfiles/uptbrnu3440files/2021-08/CR2013.pdf">https://povost.fsu.edu/users/gfiles/uptbrnu3440files/2021-08/CR2013.pdf</a> on these associated page numbers				pgs 2-9	The entity's most recent evaluation resulted in the entity's continued operation.		NA		NA		NA		NA						
Florida State University	University	20.0180	Center for Educational Research and Policy Studies																							

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Florida State University	University	20.0190	Communication Research Center	2014	2024	pgs 2-9	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptbru3444/files/2021-08/CR2013.pdf">https://provost.fsu.edu/sites/g/files/uptbru3444/files/2021-08/CR2013.pdf</a> on these associated page numbers			pgs 2-9	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A		N/A
Florida State University	University	20.0200	Center for Couple and Family Therapy	2017	2027	pgs 2-6	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptbru3444/files/2021-08/CR2016.pdf">https://provost.fsu.edu/sites/g/files/uptbru3444/files/2021-08/CR2016.pdf</a> on these associated page numbers			pgs 2-6	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A		N/A
Florida State University	University	20.0210	Florida State University Family Institute	2017	2027	pgs 2-6	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptbru3444/files/2021-08/CR2016.pdf">https://provost.fsu.edu/sites/g/files/uptbru3444/files/2021-08/CR2016.pdf</a> on these associated page numbers			pgs 2-6	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A		N/A
Florida State University	University	20.0220	Florida Conflict Resolution Consortium and FCRC Consensus Center	2012	2022	pgs 2-5	The FCRC continues to serve as an independent public resource facilitating consensus solutions and supporting collaborative action. Additionally it has assisted citizens and public and private interests in Florida to seek cost-effective solutions to public disputes and problems through the use of consensus building and alternative dispute resolution consensus solutions and supporting collaborative action for over 25 years.				Continuation is Recommended		In April 2021 Robert Jones retired from his position as Director and was replaced by professional staff member Harold Beardall. Dr. Beardall had served as the assistant director for over 20 years.		Further discussions regarding funding need to be considered. The major barrier to pursuing collaborative governance goals is the lack of any permanent funding source. All FCRC revenue is generated from FCRC projects.	No change needed - University Center	N/A		No change needed		N/A		N/A	
Florida State University	University	20.0230	Florida Resources and Environmental Analysis Center (FREAC)	2012	2022	pgs 2-5	FREAC continues to specialize in facilitating the understanding and implementation of spatial information within communities, governments, academia, and private and non-profit sectors. The center has been active in supporting the state by maintaining a comprehensive database and supplying information that clarifies location	pg2	The return on investment is 1:14		Continuation is Recommended		Stephen Hodge has served as the director since 2013. At this time, there are no plans for changes in the organization or its mission.		FREAC participates in a university supported program to explore resilience in our local community. These goals include creating a Resilient Net Zero Transportation Equity Analysis for Santa Rosa Planners and Jackson Counties Planners. Funding to continue this effort may be	No change needed - University Center	N/A		No change needed		N/A		N/A	
Florida State University	University	20.0240	Geophysical Fluid Dynamics Institute	2016	2025	pgs 2-6	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptbru3444/files/2021-08/CR2015.pdf">https://provost.fsu.edu/sites/g/files/uptbru3444/files/2021-08/CR2015.pdf</a> on these associated page numbers			pgs 2-6	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A		N/A



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Florida State University	University	20.0250	Gus A. Stavros Center for the Advancement of Free Enterprise and Economic Education	2014	2024	pgs 2-9	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptqnu3446/files/2021-08/CR2013.pdf">https://provost.fsu.edu/sites/g/files/uptqnu3446/files/2021-08/CR2013.pdf</a> on these associated page numbers			pgs 2-9	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A		N/A	
Florida State University	University	20.0260	Institute for Academic Leadership	2010	2023	pgs2-7	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptqnu3446/files/2021-08/CR2009.pdf">https://provost.fsu.edu/sites/g/files/uptqnu3446/files/2021-08/CR2009.pdf</a> on these associated page numbers			pgs2-7	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A		N/A	
Florida State University	University	20.0270	Institute for Business Research and Service (IBRS)		N/A																				
Florida State University	University	20.0280	Institute for Comparative Policy Studies, Research, and Exchanges		N/A																				
Florida State University	University	20.0290	Institute for Social Work Research		N/A																				
Florida State University	University	20.0300	Institute for Studies in Higher Education		N/A																				
Florida State University	University	20.0310	Institute of Molecular Biophysics	2009	2023	pgs2-7	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptqnu3446/files/2021-08/CR2008.pdf">https://provost.fsu.edu/sites/g/files/uptqnu3446/files/2021-08/CR2008.pdf</a> on these associated page numbers			pgs2-7	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A		N/A	
Florida State University	University	20.0320	Institute of Science and Public Affairs (ISPA)	2012	2022	pgs 2-5	administratively responsible for a number of centers and institutes. The overriding mission of all its centers is to apply university resources to the solution of critical public problems. These centers were established to identify and respond to public and private needs through programs in environmental, social and economic problems, whether local, regional, statewide, national, or global. The centers provide practical experience and training for students in problem-solving environments under				Continuation is Recommended	Stephen Hodge has served as the director since 2013. At this time, there are no plans for changes in the organization or its mission. Regarding its subcenters, director change is occasional. All subcenter directors report to Dr. Hodge.			A key barrier determined in the annual report was continued reliable funding of contracts and grants for our centers. ISPA's operational expenses are funded by an allocation provided through FSU's annual budget as well as revenues generated through services provided to reporting centers and institutes. Ongoing contract and grant funding is vital to both ISPA and our reporting centers. Therefore, the centers budget will need review.			No change needed - University Center		N/A		No change needed		N/A	
Florida State University	University	20.0330	Learning Systems Institute	2017	2024	pgs 2-6	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptqnu3446/files/2021-08/CR2018.pdf">https://provost.fsu.edu/sites/g/files/uptqnu3446/files/2021-08/CR2018.pdf</a> on these associated page numbers			pgs 2-6	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A		N/A	
Florida State University	University	20.0335	Center for Educational Enhancement and Development		N/A																				
Florida State University	University	20.0340	Department of Nuclear Services		N/A																				
Florida State University	University	20.0345	Department of Nuclear Services - Biology		N/A																				
Florida State University	University	20.0346	Department of Nuclear Services - Geology		N/A																				
Florida State University	University	20.0347	Department of Nuclear Services - Physics		N/A																				

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Florida State University	University	20.0350	Pepper Institute on Aging and Public Policy	2014	2024	pgs 2-9	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://invest.fsu.edu/sites/g/files/uptbrn344d/files/2021-09/ICR2013.pdf">https://invest.fsu.edu/sites/g/files/uptbrn344d/files/2021-09/ICR2013.pdf</a> on these associated page numbers			pgs 2-9	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A		N/A
Florida State University	University	20.0360	De'Voe L. Moore Center for the Study of Critical Issues in Economic Policy and Government	2014	2025	pgs 2-9	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://invest.fsu.edu/sites/g/files/uptbrn344d/files/2021-09/ICR2013.pdf">https://invest.fsu.edu/sites/g/files/uptbrn344d/files/2021-09/ICR2013.pdf</a> on these associated page numbers			pgs 2-9	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A		N/A
Florida State University	University	20.0370	Small Business Development Center		N/A																			
Florida State University	University	20.0380	Supercomputer Computations Research Institute (SCRI)		N/A																			
Florida State University	University	20.0390	Materials Research and Technology (MARTECH)		N/A																			
Florida State University	University	20.0420	African Studies Center		N/A																			
Florida State University	University	20.0430	Antarctic Marine Geology Research Facility		N/A																			
Florida State University	University	20.0440	Beaches and Shores Resource Center		N/A																			
Florida State University	University	20.0450	Center for Accounting Research		N/A																			
Florida State University	University	20.0460	Center for Advanced Legal Studies		N/A																			
Florida State University	University	20.0470	Center for Aquatic Research and Resource Management		N/A																			
Florida State University	University	20.0480	Center for Artificial Intelligence		N/A																			
Florida State University	University	20.0490	Center for Banking and Financial Institutions		N/A																			
Florida State University	University	20.0500	Center for British and Irish Studies		N/A																			
Florida State University	University	20.0510	Center for Environmental Hazards		N/A																			
Florida State University	University	20.0520	Institute for Cooperative Environmental Research (ICER)	2013	2026	pgs 2-7	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://invest.fsu.edu/sites/g/files/uptbrn344d/files/2021-09/ICR2012.pdf">https://invest.fsu.edu/sites/g/files/uptbrn344d/files/2021-09/ICR2012.pdf</a> on these associated page numbers			pgs 2-7	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A		N/A
Florida State University	University	20.0525	Czech/American Joint Center for Environmental Research		N/A																			
Florida State University	University	20.0526	Hungarian/American Joint Center for Environmental Research		N/A																			
Florida State University	University	20.0527	Polish/American Joint Center for Environmental Research		N/A																			
Florida State University	University	20.0528	Russian/American Joint Center for Environmental Research		N/A																			
Florida State University	University	20.0530	Center for Information Systems Research		N/A																			
Florida State University	University	20.0540	Center for Instructional Development Services		N/A																			
Florida State University	University	20.0550	Center for Risk Management Education and Research		2025	N/A	No evaluation of this entity exists.					N/A		N/A		N/A		N/A		N/A		N/A		N/A

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Florida State University	University	20.0560	The Frederick L. Jenks Center for Intensive English Studies	2011	2022	pgs 2-5	to deliver high-quality, intensive English instruction to prospective and current international students at Florida State University, to provide teaching, research, and internship opportunities to students pursuing graduate degrees with special interest in second-language education, and to act as a resource for the university and regional agencies seeking improved programs, grants, and linkages that include English-as-a-second-language learning needs. The mission aligns directly with	pg2	The return on investment is 1:2.85		Continuation is Recommended		The current director, Dr. Patrick Kennell, has served in this role from May 2002 to the present. There is no indication that he will step down at this time. While the mission will not change, a key barrier to the center's success is the continued slow rate of visa issuance at American embassies around the world. Its unknown how the University can assist in resolving this issue.		No budget needs were presented at this time.		No change needed -University Center	NA		No change needed		NA			
Florida State University	University	20.0570	Center for Music of the Americas	2015	2022	pgs 2-5	The Florida State University Center for Music of the Americas promotes the scholarship, performance, and dissemination of music found in the American Hemisphere. It facilitates initiatives within the College of Music, across the University, between FSU and our sister institution FAMU, and throughout the North Florida community through partnerships with a diversity of local artists, venues, and institutions.				Continuation is Recommended		The Center's current Director, Dr. Panayotis League, has served since Spring 2008, and will continue to serve for the foreseeable future. Transition to a new Director, who is expected to be a professor of Musicology at FSU, occurs upon agreement between the old and new Directors. It is not expected that the mission will change soon.		There is a need for ongoing funding for research equipment, supplies, consultations, and travel to professional meetings to present results of research. A relatively new dean, new director and organizational changes at the hosting college level may support relieving that barrier.		No change needed -University Center	NA		No change needed		NA			
Florida State University	University	20.0580	Human Resource Management Center	2015	2025	pgs 2-6	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptoru3444/files/2021-08/CIIR2014.pdf">https://provost.fsu.edu/sites/g/files/uptoru3444/files/2021-08/CIIR2014.pdf</a> on these associated page numbers			pgs 2-6	The entity's most recent evaluation resulted in the entity's continued operation.	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Florida State University	University	20.0590	Center for Policy Studies in Education		NA																				
Florida State University	University	20.0600	Center for Social Work Practice and Research		NA																				
Florida State University	University	20.0610	Center for the Advancement of Procurement		NA																				
Florida State University	University	20.0620	Center for the Study of Technology in Counseling and Career Development	2011	2022	pgs 2-5	continues to provide evidence-based research to inform FSU Career Center practices including advising, counseling, teaching, supervision, employer relations and experiential learning practices that also applies to other settings. The center also promotes collaboration between the College of Education and the Career Center to conduct life/career development research and support the student experience at Florida State University and trains career service practitioners on career theories, research,				Continuation is Recommended		No change in mission is expected. The co-directors of the center Drs. Osborn and Dozier have led the center for six and four years respectively. No change has been suggested in the report.		Funding for the center is shared between multiple divisions and sub-units. No changes are expected.		No change needed -University Center	NA		No change needed		NA			
Florida State University	University	20.0630	Center for the Study of Values		NA																				

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Florida State University	University	20.0640	Center for the Study of Values in College Student Development		N/A																				
Florida State University	University	20.0650	Center for the Study of Wellness		N/A																				
Florida State University	University	20.0660	Cooperative Institute for Tropical Meteorology		N/A																				
Florida State University	University	20.0670	Florida Dispute Resolution Center		N/A																				
Florida State University	University	20.0680	Florida Center for Public Management	2014	2024	pgs 2-9	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptqnu3446/files/2021-08/CIR2013.pdf">https://provost.fsu.edu/sites/g/files/uptqnu3446/files/2021-08/CIR2013.pdf</a> on these associated page numbers			pgs 2-5	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A			
Florida State University	University	20.0690	Florida Economic Development Center		N/A																				
Florida State University	University	20.0700	Center for Economic Forecasting and Analysis	2012	2022	pgs 2-5	FSU CEFA's role is to assist national, state, and local government and private and non-sector sector interests in examining and understanding the economic side of current public policy issues facing Florida and the nation. CEFA continues to provide support for the Florida Chamber and several local chambers toward understanding the economic circumstances that must be navigated by the state.			Continuation is Recommended		Julie Harrington has led CEFA since April of 2006. No changes are expected nor were identified in the reports. If changes are made, the directorship changes through FSU's standard hiring process, with the Institute supervisor, currently Stephen Hodge, Director of ISPA, making the hiring decision.						No change needed -University Center		N/A		No change needed		N/A	
Florida State University	University	20.0710	Institute for Applied Business Research	2015	2025	pgs 2-6	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptqnu3446/files/2021-08/CIR2014.pdf">https://provost.fsu.edu/sites/g/files/uptqnu3446/files/2021-08/CIR2014.pdf</a> on these associated page numbers			pgs 2-6	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A			
Florida State University	University	20.0720	Center for Disaster Risk Policy		2026	N/A	No evaluation of this entity exists.																		
Florida State University	University	20.0725	Center for Civic and Nonprofit Leadership	2014	2024	pgs 2-9	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptqnu3446/files/2021-08/CIR2013.pdf">https://provost.fsu.edu/sites/g/files/uptqnu3446/files/2021-08/CIR2013.pdf</a> on these associated page numbers			pgs 2-9	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A			

I&C Information						Review Components Included (Please provide relevant page numbers and paragraphs of the uploaded evaluation for each component)														16. Missing Evaluation Component Explanation [Optional]							
1. Institution Name	2. Center Type	3. Center Code	4. Center Name	5. Year of Most Recent Evaluation/Review [20XX]	6. Year of Next Evaluation/Review [20XX]	7. Determination of the institute or center's progress against defined goals and objectives within the context of the institute or center's mission, the participating university's mission, and the current Board of Governors' strategic plan.		8. Assessment of the return on investment of state dollars, if applicable.		9. The need for continuation of the institute or center.		10. Possible changes in mission or organizational structure.		11. Budget reduction or expansion.		12. Recommendations for change of classification (state of Florida institute or center, or university institute or center), if applicable.		13. Explanation of recommendations for change of classification (state of Florida institute or center, or university institute or center), if applicable.			14. Recommendations for status change (active, inactive, terminated), if applicable.		15. Explanation of recommendations for status change (active, inactive, terminated), if applicable.				
						Page Number	Text Excerpt/Summary	Page Number	Text Excerpt/Summary	Page Number	Text Excerpt/Summary	Page Number	Text Excerpt/Summary	Page Number	Text Excerpt/Summary	Page Number	Text Excerpt/Summary	Page Number	Text Excerpt/Summary		Page Number	Text Excerpt/Summary	Page Number	Text Excerpt/Summary	Page Number	Text Excerpt/Summary	
Florida State University	University	20.0730	Florida State Climate Center	2022		pgs 2-5	Center is part of three-tiered system that serves to provide climate data, information, and services for the United States. It is affiliated with the National Climatic Data Center (NCDC) in Asheville, NC and the Southeast Regional Climate Center (SERCC) in Columbia, SC. The Florida Climate Center and strives to be the first step for climate data and information for citizens, organizations, educational institutions and private businesses in the state of Florida.	pg2	The return on investment is 1:1.43																		
Florida State University	University	20.0740	Homer Hoyt Center for Land Economics and Real Estate		N/A																						
Florida State University	University	20.0750	Humanises Institute		N/A																						
Florida State University	University	20.0760	Institute for Cognitive Sciences	2014	2024	pgs 2-9	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CIR2013.pdf">https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CIR2013.pdf</a> on these associated page numbers			pgs 2-9																	
Florida State University	University	20.0770	Institute for Contemporary Art		N/A																						
Florida State University	University	20.0780	Institute for Expert Systems and Robotics		N/A																						
Florida State University	University	20.0790	Institute for Future Resources		N/A																						
Florida State University	University	20.0800	Institute of Motion Picture, Television, and Recording Arts		N/A																						
Florida State University	University	20.0810	Institute on Napoleon and the French Revolution	2013	2024	pgs 2-7	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CIR2012.pdf">https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CIR2012.pdf</a> on these associated page numbers			pgs 2-7																	
Florida State University	University	20.0820	International Center for Hospitality Research and Development	2015	2024	pgs 2-6	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CIR2014.pdf">https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CIR2014.pdf</a> on these associated page numbers			pgs 2-6																	
Florida State University	University	20.0830	International Center for Advancement of Political Communication and Argumentation		N/A																						
Florida State University	University	20.0840	International Public Management and Policy Center		N/A																						
Florida State University	University	20.0850	L. L. Schendel Speech and Hearing Clinic	2014	2024	pgs 2-9	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CIR2013.pdf">https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CIR2013.pdf</a> on these associated page numbers			pgs 2-9																	
Florida State University	University	20.0860	Hardes Center on Leadership and Values	2023	N/A		No evaluation of this entity exists.																				

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Florida State University	University	20.0870	Middle East Center	2012	2022	pgs 2-5	The Middle East Center (MEC) tries to bridge a variety of disciplines on campus to provide a rich academic environment for students who are seeking a greater understanding of the Middle East. The Center continues to administer an interdisciplinary degree in minors in Arabic, Middle Eastern Studies, and Hebrew, and has an active outreach program fostering an interest in the Modern Middle East at the K-12 and Community College levels.	pg2	The return on investment is 1:1.2		Continuation is Recommended		Zaina Schlenoff has been the director since 2016. There are no indications regarding change in management. No change in mission is expected.		Budget was not identified as a concern at this time in the report.		No change needed - University Center		NA		No change needed		NA	
Florida State University	University	20.0880	Polar Desert Research Center		NA																			
Florida State University	University	20.0890	Real Estate Research Center	2015	2023	pgs 2-6	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/pcpbrn3446/files/2021-08/CR2014.pdf">https://provost.fsu.edu/sites/g/files/pcpbrn3446/files/2021-08/CR2014.pdf</a> on these associated page numbers				pgs 2-6		NA	NA		NA		NA		NA		NA		
Florida State University	University	20.0900	Center for Study of Sea Level Changes		NA																			
Florida State University	University	20.0910	Resource Materials Center	2027	NA		No evaluation of this entity exists.						NA	NA		NA		NA		NA		NA		
Florida State University	University	20.0920	Small Business Institute		NA																			
Florida State University	University	20.0930	Social Studies Material Development Center for Greek Speaking Students		NA																			
Florida State University	University	20.0940	Southeast Archaeological Center		NA																			
Florida State University	University	20.0950	State and Regional Higher Education Center		NA																			
Florida State University	University	20.0960	Statistical Consulting Center	2011	2022	pgs 2-5	The center's continues to meet its mission to provide statistical support to graduate students for thesis work and research projects and to assist faculty research. They have been helpful toward improving the quality of statistical information used in outside research fields.	pg2	The return on investment is 1:1		Continuation is Recommended		No changes expected. Steve Ramser has been the director since 2005.		Budget was not identified as a concern at this time in the report.		No change needed - University Center		NA		No change needed		NA	
Florida State University	University	20.0970	Yosemite Waters Institute		NA																			
Florida State University	University	20.0980	Florida Inter-University Center for Child and Family Studies		NA																			
Florida State University	University	20.0990	Institute for Family Violence Studies	2017	2024	pgs 2-6	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/pcpbrn3446/files/2021-08/CR2016.pdf">https://provost.fsu.edu/sites/g/files/pcpbrn3446/files/2021-08/CR2016.pdf</a> on these associated page numbers				pgs 2-6		NA	NA		NA		NA		NA		NA		
Florida State University	University	20.1000	Institute for Fishery Resource Ecology (IFRE)		NA																			
Florida State University	University	20.1010	Jim Moran Institute for Global Entrepreneurship	2015	2025	pgs 2-6	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/pcpbrn3446/files/2021-08/CR2014.pdf">https://provost.fsu.edu/sites/g/files/pcpbrn3446/files/2021-08/CR2014.pdf</a> on these associated page numbers				pgs 2-6		NA	NA		NA		NA		NA		NA		
Florida State University	University	20.1020	Comprehensive School Health Program Training Center		NA																			

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Florida State University	University	20.1030	Claude Pepper Center	2014	2023	pgs 2-9	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptqnu3446/files/2021-08/CR2013.pdf">https://provost.fsu.edu/sites/g/files/uptqnu3446/files/2021-08/CR2013.pdf</a> on these associated page numbers			pgs 2-9	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A			
Florida State University	University	20.1040	Institute on World War II and the Human Experience	2012	2022	pgs 2-5	To promote the study and teaching of the History of World War II with a focus on the human dimension.	pg2	The return on investment is 1:6.31		Continuation is Recommended		Kurt Plehler has directed the institute for since 2011		No changes planned.		No change needed -University Center		N/A		No change needed		N/A		
Florida State University	University	20.1060	Center for Academic Services and Distance Learning (CASDL)		N/A																				
Florida State University	University	20.1060	Carl DeSantis Center for Executive Management Education	2015	2024	pgs 2-6	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptqnu3446/files/2021-08/CR2014.pdf">https://provost.fsu.edu/sites/g/files/uptqnu3446/files/2021-08/CR2014.pdf</a> on these associated page numbers			pgs 2-6	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A			
Florida State University	University	20.1070	Multidisciplinary Evaluation and Consulting Center		N/A																				
Florida State University	University	20.1080	Adult Learning Center		N/A																				
Florida State University	University	20.1090	Traumatology Institute		N/A																				
Florida State University	University	20.1100	Trinity Institute for the Addictions	2017	2023	pgs 2-6	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptqnu3446/files/2021-08/CR2016.pdf">https://provost.fsu.edu/sites/g/files/uptqnu3446/files/2021-08/CR2016.pdf</a> on these associated page numbers			pgs 2-6	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A			
Florida State University	University	20.1110	Center for the Advancement of Human Rights	2012	2024	pgs2-8	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptqnu3446/files/2021-08/CR2011.pdf">https://provost.fsu.edu/sites/g/files/uptqnu3446/files/2021-08/CR2011.pdf</a> on these associated page numbers			pgs2-8	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A			
Florida State University	University	20.1120	Information Use Management and Policy Institute	2013	2026	pgs 2-7	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptqnu3446/files/2021-08/CR2012.pdf">https://provost.fsu.edu/sites/g/files/uptqnu3446/files/2021-08/CR2012.pdf</a> on these associated page numbers			pgs 2-7	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A			
Florida State University	University	20.1130	Florida Center for Prevention Research	2013	2026	pgs 2-7	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptqnu3446/files/2021-08/CR2012.pdf">https://provost.fsu.edu/sites/g/files/uptqnu3446/files/2021-08/CR2012.pdf</a> on these associated page numbers			pgs 2-7	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A			
Florida State University	University	20.1140	FSU Sensory Research Institute (SRI)		N/A																				
Florida State University	University	20.1150	Institute for Law and Society		N/A																				
Florida State University	University	20.1160	FSU Center for Health Equity		N/A																				
Florida State University	University	20.1170	Institute for the Study of Emotion		N/A																				
Florida State University	University	20.1180	Winthrop-King Institute for Contemporary French and Francophone Studies	2013	2026	pgs 2-7	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptqnu3446/files/2021-08/CR2012.pdf">https://provost.fsu.edu/sites/g/files/uptqnu3446/files/2021-08/CR2012.pdf</a> on these associated page numbers			pgs 2-7	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A			

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Florida State University	University	20.1190	Center for Strategic Public Health Preparedness		N/A																				
Florida State University	University	20.1200	Center of Excellence for Patient Safety		N/A																				
Florida State University	University	20.1219	Florida Blue Center for Rural Health Research and Policy	2014	2025	pgs 2-9	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CIR2013.pdf">https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CIR2013.pdf</a> on these associated page numbers			pgs 2-9	The entity's most recent evaluation resulted in the entity's continued operation.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Florida State University	University	20.1220	Florida Inter-University Center for Child, Family, and Community Studies		N/A																				
Florida State University	University	20.1224	Florida Inter-University Center for Child, Family, and Community Studies		N/A																				
Florida State University	University	20.1230	Center for Intelligent Systems, Control, and Robotics (CISCOR)	2014	2025	pgs 2-9	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CIR2013.pdf">https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CIR2013.pdf</a> on these associated page numbers			pgs 2-9	The entity's most recent evaluation resulted in the entity's continued operation.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Florida State University	University	20.1240	Center on Medicine and Public Health	2013	2023	pgs 2-7	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CIR2012.pdf">https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CIR2012.pdf</a> on these associated page numbers			pgs 2-7	The entity's most recent evaluation resulted in the entity's continued operation.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Florida State University	University	20.1250	Center for Information, Training, and Evaluation Services		N/A																				
Florida State University	University	20.1260	Center for Criminology and Public Policy Research	2017	2027	pgs 2-6	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CIR2016.pdf">https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CIR2016.pdf</a> on these associated page numbers			pgs 2-6	The entity's most recent evaluation resulted in the entity's continued operation.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Florida State University	University	20.1270	Institute for Infant and Child Medical Music Therapy	2015	2023	pgs 2-6	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CIR2014.pdf">https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CIR2014.pdf</a> on these associated page numbers			pgs 2-6	The entity's most recent evaluation resulted in the entity's continued operation.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Florida State University	University	20.1280	The Retail Center	2017	2027	pgs 2-6	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CIR2016.pdf">https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CIR2016.pdf</a> on these associated page numbers			pgs 2-6	The entity's most recent evaluation resulted in the entity's continued operation.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Florida State University	University	20.1290	Center on Better Health and Life for Underserved Populations	2017	2027	pgs 2-6	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CIR2016.pdf">https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CIR2016.pdf</a> on these associated page numbers			pgs 2-6	The entity's most recent evaluation resulted in the entity's continued operation.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	



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1. Institution Name	2. Center Type	3. Center Code	4. Center Name	5. Year of Most Recent Evaluation/Review [20XX]	6. Year of Next Evaluation/Review [20XX]	7. Determination of the institute or center's progress against defined goals and objectives within the context of the institute or center's mission, the participating university's mission, and the current Board of Governors' strategic plan.		8. Assessment of the return on investment of state dollars, if applicable.		9. The need for continuation of the institute or center.		10. Possible changes in mission or organizational structure.		11. Budget reduction or expansion.		12. Recommendations for change of classification (state of Florida institute or center, or university institute or center), if applicable.		13. Explanation of recommendations for change of classification (state of Florida institute or center, or university institute or center), if applicable.		14. Recommendations for status change (active, inactive, terminated), if applicable.		15. Explanation of recommendations for status change (active, inactive, terminated), if applicable.		
						Page Number	Text Excerpt/Summary	Page Number	Text Excerpt/Summary	Page Number	Text Excerpt/Summary	Page Number	Text Excerpt/Summary	Page Number	Text Excerpt/Summary	Page Number	Text Excerpt/Summary	Page Number	Text Excerpt/Summary	Page Number	Text Excerpt/Summary	Page Number	Text Excerpt/Summary	
Florida State University	CoE/Excellence	20.1300	High-Performance Materials Institute	2012	2025	pgs2-8	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptqru3444/files/2021-08/CR2011.pdf">https://provost.fsu.edu/sites/g/files/uptqru3444/files/2021-08/CR2011.pdf</a> on these associated page numbers			pgs2-8	The entity's most recent evaluation resulted in the entity's continued operation.	NA		NA		NA		NA		NA		NA		
Florida State University	University	20.1310	Center for Advanced Power Systems (CAPS)	2016	2025	pgs 2-6	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptqru3444/files/2021-08/CR2015.pdf">https://provost.fsu.edu/sites/g/files/uptqru3444/files/2021-08/CR2015.pdf</a> on these associated page numbers			pgs 2-6	The entity's most recent evaluation resulted in the entity's continued operation.	NA		NA		NA		NA		NA		NA		
Florida State University	University	20.1320	Maggie Altesse National Center for Choreography	2017	2027	pgs 2-6	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptqru3444/files/2021-08/CR2016.pdf">https://provost.fsu.edu/sites/g/files/uptqru3444/files/2021-08/CR2016.pdf</a> on these associated page numbers			pgs 2-6	The entity's most recent evaluation resulted in the entity's continued operation.	NA		NA		NA		NA		NA		NA		
Florida State University	University	20.1330	Center for Hispanic Marketing Communication	2016	2023	pgs 2-6	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptqru3444/files/2021-08/CR2015.pdf">https://provost.fsu.edu/sites/g/files/uptqru3444/files/2021-08/CR2015.pdf</a> on these associated page numbers			pgs 2-6	The entity's most recent evaluation resulted in the entity's continued operation.	NA		NA		NA		NA		NA		NA		
Florida State University	University	20.1340	FSU Project Management Center	2016	2023	pgs 2-6	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptqru3444/files/2021-08/CR2015.pdf">https://provost.fsu.edu/sites/g/files/uptqru3444/files/2021-08/CR2015.pdf</a> on these associated page numbers			pgs 2-6	The entity's most recent evaluation resulted in the entity's continued operation.	NA		NA		NA		NA		NA		NA		
Florida State University	University	20.1350	Center for the Study of Democratic Performance	2014	2027	pgs 2-9	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptqru3444/files/2021-08/CR2013.pdf">https://provost.fsu.edu/sites/g/files/uptqru3444/files/2021-08/CR2013.pdf</a> on these associated page numbers			pgs 2-9	The entity's most recent evaluation resulted in the entity's continued operation.	NA		NA		NA		NA		NA		NA		
Florida State University	University	20.1360	The PALM (Partnerships Advancing Library Media) Center		NA																			
Florida State University	University	20.1370	Center for Advancement of Learning and Assessment (CALA)		NA																			
Florida State University	University	20.1380	Center for Information Management and Educational Services (CIMES)	2013	2022	pgs 2-5	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptqru3444/files/2021-08/CR2013.pdf">https://provost.fsu.edu/sites/g/files/uptqru3444/files/2021-08/CR2013.pdf</a> on these associated page numbers				Continuation is Recommended		Director was recently changed. Rebecca Augustyniak served for several years and remains as a resource. Amy Finley now leads the center and has since 2020		Budget concerns are significant. The annual report identifies funding shortages for state agencies to outsource to CIMES as well as internal funding issues needed for marketing.		No change needed - University Center		NA		No change needed		NA	
Florida State University	University	20.1390	Autism Institute		2023	NA																		
Florida State University	CoE/Excellence	20.1400	Florida Center for Advanced Aero-Propulsion Technologies (FCAAPT)	2012	2025	pgs2-8	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptqru3444/files/2021-08/CR2011.pdf">https://provost.fsu.edu/sites/g/files/uptqru3444/files/2021-08/CR2011.pdf</a> on these associated page numbers			pgs2-8	The entity's most recent evaluation resulted in the entity's continued operation.	NA		NA		NA		NA		NA		NA		

I&C Information						Review Components Included [Please provide relevant page numbers and paragraphs of the uploaded evaluation for each component]														16. Missing Evaluation Component Explanation [Optional]				
1. Institution Name	2. Center Type	3. Center Code	4. Center Name	5. Year of Most Recent Evaluation/Review [20XX]	6. Year of Next Evaluation/Review [20XX]	7. Determination of the institute or center's progress against defined goals and objectives within the context of the institute or center's mission, the participating university's mission, and the current Board of Governors' strategic plan.		8. Assessment of the return on investment of state dollars, if applicable.		9. The need for continuation of the institute or center.		10. Possible changes in mission or organizational structure.		11. Budget reduction or expansion.		12. Recommendations for change of classification (state of Florida institute or center, or university institute or center), if applicable.		13. Explanation of recommendations for change of classification (state of Florida institute or center, or university institute or center), if applicable.		14. Recommendations for status change (active, inactive, terminated), if applicable.		15. Explanation of recommendations for status change (active, inactive, terminated), if applicable.		
						Page Number	Text Excerpt/Summary	Page Number	Text Excerpt/Summary	Page Number	Text Excerpt/Summary	Page Number	Text Excerpt/Summary	Page Number	Text Excerpt/Summary	Page Number	Text Excerpt/Summary	Page Number	Text Excerpt/Summary	Page Number	Text Excerpt/Summary	Page Number	Text Excerpt/Summary	Page Number
Florida State University	University	20.1410	Karst Environmental Center (KEC)	2016	2027	pgs 2-6	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CR2015.pdf">https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CR2015.pdf</a> on these associated page numbers			pgs 2-6	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A		
Florida State University	University	20.1420	Center for Security and Assurance in IT (C-SAIT)		N/A																			
Florida State University	University	20.1430	Institute for Energy Systems, Economics and Sustainability (IESES)		N/A																			
Florida State University	University	20.1440	Center on Global Health		N/A																			
Florida State University	University	20.1450	Center for Advancing Exercise and Nutrition Research on Aging	2017	2027	pgs 2-6	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CR2016.pdf">https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CR2016.pdf</a> on these associated page numbers			pgs 2-6	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A		
Florida State University	University	20.1460	Center for Universal Research to Eradicate Disease (CUREd)		N/A																			
Florida State University	University	20.1470	Center for Higher Education Research, Teaching and Innovation		N/A																			
Florida State University	University	20.1480	Florida Catastrophic Storm Risk Management Center	2015	N/A																			
Florida State University	University	20.1490	Center for Innovative Collaboration in Medicine & Law	2014	2025	pgs 2-9	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CR2013.pdf">https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CR2013.pdf</a> on these associated page numbers			pgs 2-9	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A		
Florida State University	University	20.1500	Institute for Intercultural Communication and Research	2016	2024	pgs 2-6	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CR2015.pdf">https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CR2015.pdf</a> on these associated page numbers			pgs 2-6	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A		
Florida State University	University	20.1510	Communication and Early Childhood Research and Practice Center	2016	2024	pgs 2-6	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CR2015.pdf">https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CR2015.pdf</a> on these associated page numbers			pgs 2-6	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A		
Florida State University	University	20.1520	Center for Humanities and Society		N/A																			
Florida State University	University	20.1530	Institute of Sports Sciences and Medicine	2017	2027	pgs 2-6	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CR2016.pdf">https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CR2016.pdf</a> on these associated page numbers			pgs 2-6	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A		
Florida State University	University	20.1540	The Institute for Digital Information and Scientific Communication	2014	2025	pgs 2-9	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CR2013.pdf">https://provost.fsu.edu/sites/g/files/uptbru3446/files/2021-08/CR2013.pdf</a> on these associated page numbers			pgs 2-9	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A		



I&C Information						Review Components Included (Please provide relevant page numbers and paragraphs of the uploaded evaluation for each component)														16. Missing Evaluation Component Explanation [Optional]						
1. Institution Name	2. Center Type	3. Center Code	4. Center Name	5. Year of Most Recent Evaluation/Review [20XX]	6. Year of Next Evaluation/Review [20XX]	7. Determination of the institute or center's progress against defined goals and objectives within the context of the institute or center's mission, the participating university's mission, and the current Board of Governors' strategic plan.		8. Assessment of the return on investment of state dollars, if applicable.		9. The need for continuation of the institute or center.		10. Possible changes in mission or organizational structure.		11. Budget reduction or expansion.		12. Recommendations for change of classification (state of Florida institute or center, or university institute or center), if applicable.		13. Explanation of recommendations for change of classification (state of Florida institute or center, or university institute or center), if applicable.			14. Recommendations for status change (active, inactive, terminated), if applicable.		15. Explanation of recommendations for status change (active, inactive, terminated), if applicable.			
						Page Number	Text Excerpt/Summary	Page Number	Text Excerpt/Summary	Page Number	Text Excerpt/Summary	Page Number	Text Excerpt/Summary	Page Number	Text Excerpt/Summary	Page Number	Text Excerpt/Summary	Page Number	Text Excerpt/Summary		Page Number	Text Excerpt/Summary	Page Number	Text Excerpt/Summary		
Florida State University	University	20.8040	Energy and Sustainability Center	2012	2026	pgs2-8	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/usites/gfiles/pctbrn3444/files/2021-08/CR2011.pdf">https://provost.fsu.edu/usites/gfiles/pctbrn3444/files/2021-08/CR2011.pdf</a> on these associated page numbers			pgs2-8	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A				
Florida State University	University	20.8050	Florida Center for Interactive Media	2015	2024	pgs 2-6	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/usites/gfiles/pctbrn3444/files/2021-08/CR2014.pdf">https://provost.fsu.edu/usites/gfiles/pctbrn3444/files/2021-08/CR2014.pdf</a> on these associated page numbers			pgs 2-6	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A				
Florida State University	University	20.9060	LeRoy Collins Institute	2011	2024	pgs2-6	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/usites/gfiles/pctbrn3444/files/2021-08/CR2010.pdf">https://provost.fsu.edu/usites/gfiles/pctbrn3444/files/2021-08/CR2010.pdf</a> on these associated page numbers			pgs2-6	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A				
Florida State University	University	20.9070	John Scott Dailey Florida Institute of Government	2011	2023	pgs2-6	Evaluations for centers and institutes reviewed in this evaluation year can be found at <a href="https://provost.fsu.edu/usites/gfiles/pctbrn3444/files/2021-08/CR2010.pdf">https://provost.fsu.edu/usites/gfiles/pctbrn3444/files/2021-08/CR2010.pdf</a> on these associated page numbers			pgs2-6	The entity's most recent evaluation resulted in the entity's continued operation.	N/A		N/A		N/A		N/A		N/A		N/A				
Florida State University	University	20.9080	Center for Resilient Infrastructure and Disaster Response		2026	N/A	The entity had not existed for five years prior to the last evaluation cycle.					N/A		N/A		N/A		N/A		N/A		N/A				
Florida State University	University	20.9090	FSU COACH: Interdisciplinary Center for Athletic Coaching		2026	N/A	The entity had not existed for five years prior to the last evaluation cycle.					N/A		N/A		N/A		N/A		N/A		N/A				
Florida State University	University	20.9100	Institute of Politics at Florida State University (IOP@FSU)		2026	N/A	The entity had not existed for five years prior to the last evaluation cycle.					N/A		N/A		N/A		N/A		N/A		N/A				
Florida State University	University	20.9110	The Center for Environmental, Energy, and Land Use Law (the "Center")		2026	N/A	The entity had not existed for five years prior to the last evaluation cycle.					N/A		N/A		N/A		N/A		N/A		N/A				
Florida State University	University	20.9120	FSU Center for Law and Business		2026	N/A	The entity had not existed for five years prior to the last evaluation cycle.					N/A		N/A		N/A		N/A		N/A		N/A				
Florida State University	University	20.9130	Brain Science & Symptom Management Center (BSSMC)		2026	N/A	The entity had not existed for five years prior to the last evaluation cycle.					N/A		N/A		N/A		N/A		N/A		N/A				
Florida State University	University	20.9130	Brain Science & Symptom Management Center (BSSMC)																							



FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES

# CONSENT ITEM E (Finance & Business)



FLORIDA STATE UNIVERSITY  
FINANCE AND ADMINISTRATION  
*Office of the Vice President for Finance & Administration*

MEMORANDUM

TO: Richard McCullough, President

FROM: Kyle Clark, Senior Vice President for Finance & Administration

DATE: February 24, 2023

SUBJECT: Request for Approval  
Amendment to 2022-2023 Fixed Capital Outlay Budget

A university's Fixed Capital Outlay budget may be amended as outlined in Board of Governors regulation 14.003. Certain amendments require the approval of the university's Board of Trustees and the Board of Governors. Accordingly, the following motions are presented for your consideration.

1. Amend the university's 2022-2023 Fixed Capital Outlay budget as follows:
  - a. Add a \$4,000,000 project for the Strozier Library with E&G carryforward as the funding source.
  - b. Add a \$4,000,000 project for the Sliger Building with E&G carryforward as the funding source.
  - c. Add a \$3,000,000 project for the National High Magnetic Field Laboratory with E&G carryforward as the funding source.
  - d. Establish the Legacy Hall project budget at \$160,000,000 with E&G, E&G carryforward, and non-appropriated funds as the funding sources.
2. Grant approval for the President to make subsequent changes.

The attached Fixed Capital Outlay summary represents all projects with a total budget of \$100,000 or greater, including the amendments presented in item 1 above.

I recommend approval of these motions.

Attachment

**Summary of 2022-2023 Revised Fixed Capital Outlay Budget**

Project	Estimated Total Project Cost			Total
	State Appropriated	University E&G/CF	Non- Appropriated	
Legacy Hall/College of Business	\$ 44,000,000	\$ 57,519,189	\$ 58,480,811	\$ 160,000,000
Student Union, Phase 1	36,474,108	12,039,589	101,486,303	150,000,000
Interdisciplinary Research & Commercialization Building	44,000,000	37,000,000	49,000,000	130,000,000
Academic Health Center	125,000,000	-	-	125,000,000
Doak Campbell Seating Enhancement	-	-	100,000,000	100,000,000
Football Operations Facility	-	-	90,000,000	90,000,000
Deferred Maintenance - Main Campus	66,187,052	-	-	66,187,052
Kellogg Building Remodel	-	10,000,000	47,450,000	57,450,000
Doak Campbell Stadium Blueprint Project	-	-	20,000,000	20,000,000
Tucker Center Deferred Maintenance	-	20,000,000	-	20,000,000
DRS FSU (Leon CO) STEAM Building	9,500,000	4,700,807	2,799,193	17,000,000
MAGLAB Primary Electrical Ser	-	620,000	15,820,017	16,440,017
Biology Unit 1 Facility - Second Floor	-	5,000,000	8,208,000	13,208,000
Doak Campbell Stadium-DAS installation	-	-	11,000,000	11,000,000
CAPS New Research Building	-	176,847	8,273,153	8,450,000
200 W College Deferred Maintenance	-	-	5,185,000	5,185,000
UCA Chilled Water Loop	-	2,000,000	3,000,000	5,000,000
Deferred Maintenance - Panama City Campus	5,000,000	-	-	5,000,000
Kleman Plaza	-	5,000,000	-	5,000,000
Bryan Hall Mechanical	-	-	4,950,000	4,950,000
Strozier Library Basement Renovation	-	4,000,000	-	4,000,000
Sliger HVAC Remediation - Healthy Building Initiative	-	4,000,000	-	4,000,000
Moore Athletic-Figg Dining Expansion	-	-	3,500,000	3,500,000
MagLab HVAC Remediation - Healthy Building Initiative	-	3,000,000	-	3,000,000
Engineering Lab Building	-	3,000,000	-	3,000,000
Housing NW Replacement	-	-	3,000,000	3,000,000
Jennie Murphree Hall Duct & Shower Replacements	-	-	2,775,000	2,775,000
Sandels HVAC Maintenance	-	-	2,737,158	2,737,158
Bio-Unit 1 First floor - Lab space/HVAC	-	651,312	1,953,935	2,605,247
Medicine Research Building, Roof Repair	11,481	170,957	2,400,000	2,582,438
Fuqua Research Complex - Sliger	-	-	2,312,320	2,312,320
Panama City Campus Roof Design	-	2,250,000	-	2,250,000
Love Building	-	1,600,000	400,000	2,000,000
Strozier Library - 3rd floor	-	2,000,000	-	2,000,000
Indoor Tennis - Finish Phase 2	-	-	2,000,000	2,000,000
15 Kv Cable Replacement - Circuits M15-11 & 19	-	-	2,055,148	2,055,148
Parking Garage 1, Renovation	-	-	1,971,341	1,971,341
Maryland Circle Renovation	-	1,007,000	944,580	1,951,580
Longmire - Waterproofing & Wind	-	1,950,000	-	1,950,000
Sliger Data Center Renovation	-	1,943,081	-	1,943,081
Utilities Boiler Rebuild	-	-	1,800,000	1,800,000
Stiles-Smith Team Building (Soccer & Softball Scoreboards)	-	-	1,755,806	1,755,806
Kellogg Re-roof	-	1,750,000	-	1,750,000
NHMFL Maglab, Network Upgrade	-	1,140,138	600,000	1,740,138
CAPS Medium Voltage Lab	-	-	1,720,000	1,720,000
Woodward Crosswalk	-	1,600,000	-	1,600,000
Ringling - Tibbals Learning Center	-	-	1,539,635	1,539,635
Circus Museum Renovation & Expansion - Phase 3	-	-	1,536,723	1,536,723
Rogers Building Basement Renovation	-	1,500,000	-	1,500,000
Rogers Floor 5 - Office/Lab Renovation	-	1,500,000	-	1,500,000
Marine Lab Main Building	-	-	1,460,000	1,460,000
Maglab, Exterior S	46,655	-	1,400,000	1,446,655
Carroway Building Auditorium	-	1,250,000	129,121	1,379,121
College of Education A&B - Healthy Building Initiative	-	1,090,000	-	1,090,000
Marine Lab, Hatchery-Sea Water	-	-	1,068,000	1,068,000

**Summary of 2022-2023 Revised Fixed Capital Outlay Budget**

Project	Estimated Total Project Cost			Total
	State Appropriated	University E&G/CF	Non- Appropriated	
DeGraff Hall East, Boiler	-	-	1,027,130	1,027,130
Azalea Hall, Starbucks	-	-	1,000,000	1,000,000
Housewright second floor Student Services Suite	-	1,000,000	-	1,000,000
MagLab Generator	-	1,000,000	-	1,000,000
All others - 118 projects with total cost < \$1,000,000	987,000	16,645,705	22,747,645	40,380,350
<b>Grand Total</b>	<b>\$ 331,206,296</b>	<b>\$ 208,104,625</b>	<b>\$ 589,486,019</b>	<b>\$ 1,128,796,940</b>

*As of 2/8/23 - items pending approval.*





FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES

# CONSENT ITEM F (Finance & Business)



FLORIDA STATE UNIVERSITY  
FINANCE AND ADMINISTRATION  
*Office of the Vice President for Finance & Administration*

MEMORANDUM

TO: Richard McCullough, President

FROM: Kyle Clark, Senior Vice President for Finance & Administration

DATE: February 24, 2023

SUBJECT: Request for Approval  
Campus Master Plan Minor Amendment

In 1993, the Florida Legislature passed legislation that recognizes the unique relationship between university campuses and local governments. Chapter 1013.30, F.S., describes the processes by which universities are required to develop, maintain, and update campus master plans and associated campus development agreements with local governments.

In September 2022, the Board of Trustees (BOT) adopted the University's current Campus Master Plan (CMP), which covers the years 2020 to 2030 (near-term and mid-term). Since then, two projects that were moved to 2030 and beyond (far-term) have been reevaluated and need to be moved into the current CMP 2020-2030. The first project is the construction of an Academic Support Facility, which is the first step in relocating the Department of Facilities and its operations. Studies in the past have shown that the best location is the area the university owns on Lake Bradford Road, which is on the southern portion of the Tallahassee Campus Main Site.

The second project is the renovation (and possible remodeling) of the facility we own known as the Winchester Building. This facility was previously a state office building that was reassigned to FSU after the Southwood State Office Complex was constructed and the occupants moved.

There are no significant changes proposed for either the Tallahassee Campus Southwest Site or the Panama City Campus at this time.

By statutory definition, these modifications constitute a minor amendment to the Campus Master Plan. Accordingly, it is not expected that the adoption of this amendment will create the need to substantially revise the existing Campus Development Agreement between the University and the City of Tallahassee, approved and executed in December of 2022.

I recommend your approval of the proposed minor amendment to the Campus Master Plan.

KC  
Attachments



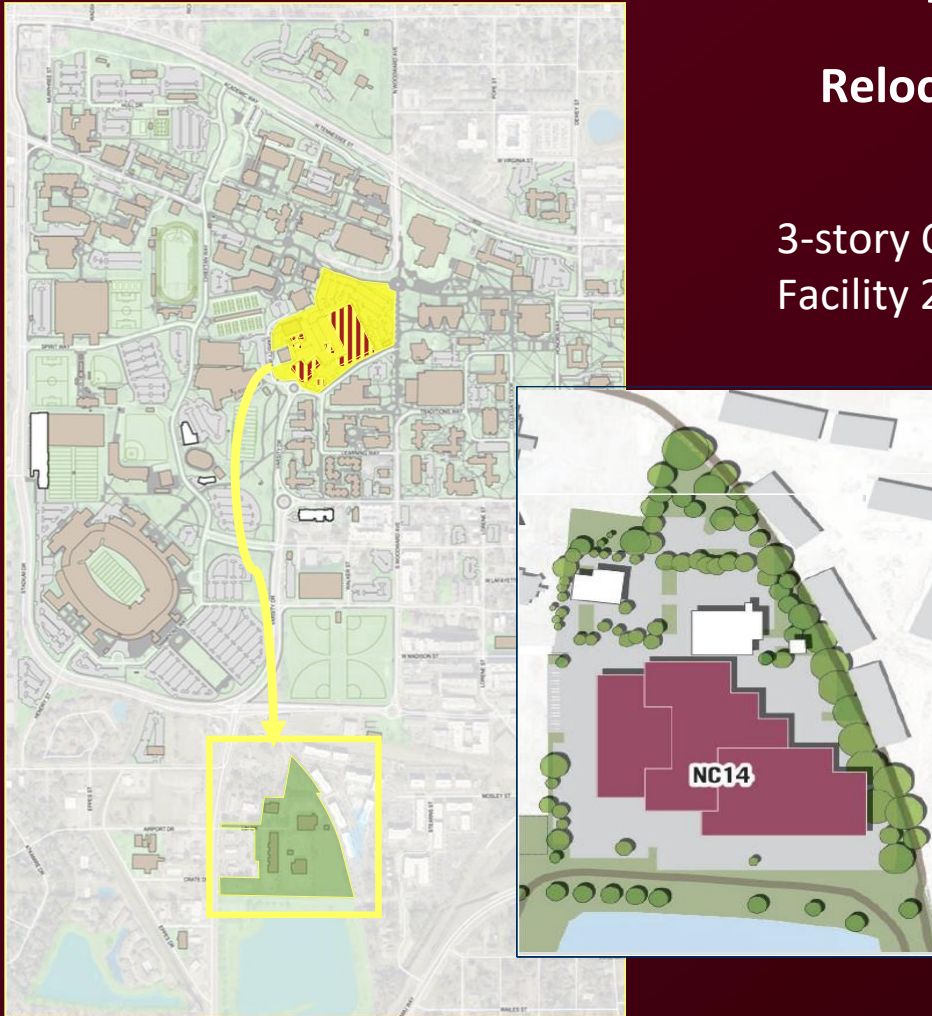


# Tallahassee Campus – Main Site Plan

## ACADEMIC SUPPORT FACILITY

### Relocate Facilities (Maintenance Complex) to Lake Bradford Road Property

3-story Office Facility 43,000 GSF; 1-story Campus Support (Shops) Facility 20,000 GSF; vehicle compound w/gas and charging



- Previously recommended by Educational Plant Survey
- Project eligible for PECO funding (legislative support)
- Because of the location, campus support space could be metal building; campus guidelines for building exterior could be modified for office building; construction time decreased.
- The FDLE Mail Facility is located on the site and it is possible legislature would fund a portion
- The water feature (Elberta Pond) would make the facility a desirable and attractive location
- Could be used for other non-academic/administrative support units.

# Tallahassee Campus – Main Site Plan

## WINCHESTER BUILDING



- Building acquired from State of Florida when Southwood State Office complex was complete.
- 3-story facility, 21,518 Gross Square Feet (14,434 Net Square Feet)
- Previously recommended by Educational Plant Survey
- Funded for Plant Operations and Maintenance
- Redesign entrance to enclose stairs and elevator.



REDESIGNING  
TO BE ADDED TO  
MASTER PLAN  
FUTURE BUILDING  
TO BE ADDED TO





## FLORIDA STATE UNIVERSITY

### **ACADEMIC SUPPORT BUILDING (Maintenance Complex)**

Forty-five years ago, the university received funding to build a new Maintenance Complex which was proposed to be built on Lake Bradford Road. The old facility was demolished but, because we had yet to secure all the property at the proposed site and the funds were going to revert, the Vice Chancellor of the Board of Regents directed us to construct the new facility in the same location as the old facility. Over the years the need for relocating the Complex to the Lake Bradford site has become even more apparent due to its central location and the construction of academic facilities, student housing and student services facilities on the surrounding properties. The location of the complex has had an increasingly negative impact on trips generated by maintenance personnel and visitors and the use and storage of hazardous materials impacts surrounding facilities and the fenced compound which forces students to detour around the compound to get from one location to another.

This project has been studied during every major update of the Campus Master Plan and the consensus has always been to move the Complex to Lake Bradford Road. The project will include construction of a new maintenance facility as well as address the site preparation to remove the old Motor Pool Facility (currently being used by FDLE for its mail scanning operations), and to upgrade utilities (including fiber optic connection) and landscaping to improve the overall appearance and take advantage of the Regional Stormwater Facility water feature, and the demolition of the old compound structures.

This project was recommended for new construction in the 2018 Educational Plant Survey, 3.1 Academic Support Facility. Furthermore, under 5.4 Mendenhall A, 5.5 Mendenhall B, 5.6 Mendenhall Annex, and 5.7 FDLE Mail Scan Building, were also recommended for demolition.

## FLORIDA STATE UNIVERSITY

### **WINCHESTER BUILDING REMODELING**

Several years ago, Florida State University was assigned some formerly State operated and maintained buildings in the downtown Tallahassee area, and among these were the Winchester Building. Upon contracting with a firm that specializes in building evaluations, it was learned that, though the State staff did an acceptable job of previously maintaining this facility, they were unable to maintain the buildings in optimum condition. So, when the University inherited this facility, it was unusable due to a number of chronic building issues.

The Winchester Building is a three-level office building located on Blount St. near the FSU Campus main site. This administrative structure, built around 1975, has three finished floor levels, all of which have a mixture of open office space and individual office areas. Offices on each floor are accessed via open breezeways on the northern elevation. The three external egress stair towers are also accessed via these breezeways. The building is approximately 21,518 gross square feet. The main exterior entry doors are flush wood assemblies, and the secondary exterior metal service doors are badly deteriorated. The single-pane, metal frame windows and the perimeter walls themselves appear to have water infiltration issues on all three floor levels.

The University is in the process of evaluating its space needs in order to determine how best to optimize the facility. Funding is requested to allow the University to remodel the Winchester Building to serve as “surge space” for the needs of the University. Once renovated, the building can provide administrative offices, and/or academic offices and programs. Its three floors and four structural bays on each floor offers the potential to be divided into suites.

The funds requested will be used to address a series of chronic, recurring issues including building envelope and building engineering system issues, as well as fire code and ADA compliance. Changes to the building’s interior will also be made to accommodate the specific needs.

In 2018, the University completed its most recent Educational Plant Survey. Please refer to Recommendation 2.2a for the needs verification for this project.





FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES

# CONSENT ITEM G (Finance & Business)



FLORIDA STATE UNIVERSITY  
FINANCE AND ADMINISTRATION  
*Office of the Vice President for Finance & Administration*

MEMORANDUM

TO: Richard McCullough, President

FROM: Kyle Clark, Senior Vice President for Finance & Administration

DATE: February 24, 2023

SUBJECT: Request for Approval  
2023-2024 Budget Projections for Auxiliaries with Outstanding Revenue Bonds

The Board of Governors Regulation 9.008 “University Auxiliary Facilities with Outstanding Revenue Bonds” was amended effective June 22, 2017, to include additional language regarding maintenance and equipment reserves, as well as reporting requirement clarifications, for certain auxiliary revenue bond issues.

The university’s Housing System and Parking System auxiliary revenue bonds contain covenant language requiring an annual Income and Expenditure Statement be submitted to the Board of Governors for approval. The operating budgets for these auxiliary facilities must be approved by the University Board of Trustees in advance of submission to the Board of Governors. The Board of Governors is charged with approving the Income and Expenditure Statements as required by bond covenants that have been previously endorsed by the respective University Board of Trustees.

I recommend approval of the 2023-2024 Budget Projections for Auxiliaries with Outstanding Revenue Bonds.

KC

Attachments

**HOUSING SYSTEM REVENUE BONDS  
INCOME AND EXPENDITURE STATEMENT**

	2021-2022 Actual	2022-2023 Estimated	2023-2024 Projected
<b>Revenue</b>			
Operating Revenues	\$ 49,432,088	\$ 51,065,047	\$ 51,903,176
Interest Income - Operating Funds	226,732	245,210	350,000
Interest Income - Reserve Funds	361,724	493,682	853,067
Other	2,697,833	528,322	545,000
<b>Total Revenues</b>	<b>52,718,377</b>	<b>52,332,261</b>	<b>53,651,243</b>
<b>Expenditures</b>			
Salaries and Matching	8,846,883	12,148,067	13,262,680
Other Personal Services	2,338,502	3,055,736	3,331,200
Operating Expenses	7,881,933	8,675,776	9,176,183
Repairs and Maintenance	1,319,154	2,450,000	2,450,000
Debt Service	14,655,228	14,690,000	13,900,000
Repair and Replacement Expense	5,200,632	4,325,000	4,335,000
Operating Capital Outlay	0	40,750	90,750
Other Expense & Transfers Out	3,065,870	3,093,928	3,251,915
<b>Total Expenditures</b>	<b>43,308,202</b>	<b>48,479,257</b>	<b>49,797,728</b>
Transfers Out From Reserve Fund	2,000,000	0	0
Net Income	7,410,175	3,853,004	3,853,515
<b>Beginning Balance</b>	<b>73,581,017</b>	<b>80,991,192</b>	<b>84,844,196</b>
<b>Ending Balance</b>	<b>\$ 80,991,192</b>	<b>\$ 84,844,196</b>	<b>\$ 88,697,711</b>

	2021-2022 Actual	2022-2023 Estimated	2023-2024 Projected
<b>Reserve Fund - Beginning Balance</b>	<b>\$ 49,394,066</b>	<b>\$ 53,022,301</b>	<b>\$ 56,870,983</b>
Interest Income	361,724	493,682	853,067
Transfers In	5,266,511	3,355,000	3,000,000
Transfers Out	(2,000,000)	0	0
<b>Reserve Fund - Ending Balance</b>	<b>\$ 53,022,301</b>	<b>\$ 56,870,983</b>	<b>\$ 60,724,050</b>

**PARKING SYSTEM REVENUE BONDS  
INCOME AND EXPENDITURE STATEMENT**

	2021-2022 Actual	2022-2023 Estimated	2023-2024 Projected
<b>Revenue</b>			
Operating Revenues	\$ 12,579,293	\$ 12,648,425	\$ 12,692,845
Interest Income - Operating Funds	81,331	140,914	140,000
Interest Income - Reserve Funds	27,068	42,916	43,000
Other	0	0	0
<b>Total Revenues</b>	<b>12,687,692</b>	<b>12,832,255</b>	<b>12,875,845</b>
<b>Expenditures</b>			
Salaries and Matching	1,240,837	1,319,030	1,400,000
Other Personal Services	76,275	115,770	110,000
Operating Expenses	4,732,855	4,373,780	4,518,024
Repairs and Maintenance	195,164	199,007	1,790,078
Debt Service	4,318,735	3,667,750	2,617,750
Repair and Replacement Expense	0	0	0
Operating Capital Outlay	64,654	350,000	130,000
Other Expense & Transfers Out	408,799	224,321	369,853
<b>Total Expenditures</b>	<b>11,037,319</b>	<b>10,249,658</b>	<b>10,935,705</b>
Transfers Out From Reserve Fund	0	0	0
Net Income	1,650,373	2,582,597	1,940,140
<b>Beginning Balance</b>	<b>12,309,493</b>	<b>13,959,866</b>	<b>16,542,463</b>
<b>Ending Balance</b>	<b>\$ 13,959,866</b>	<b>\$ 16,542,463</b>	<b>\$ 18,482,603</b>

	2021-2022 Actual	2022-2023 Estimated	2023-2024 Projected
<b>Reserve Fund - Beginning Balance</b>	<b>\$ 3,697,240</b>	<b>\$ 3,724,308</b>	<b>\$ 3,867,224</b>
Interest Income	27,068	42,916	43,000
Transfers In	0	100,000	100,000
Transfers Out	0	0	0
<b>Reserve Fund - Ending Balance</b>	<b>\$ 3,724,308</b>	<b>\$ 3,867,224</b>	<b>\$ 4,010,224</b>



FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES

# ACTION ITEMS



FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES

# Governance

# ACTION ITEM I

# **Developmental Research Charter School Agreement between Florida State University and the Florida State University Panama City Developmental Laboratory Charter School, Inc.**

This Charter agreement between the sponsoring entity, Florida State University Board of Trustees, acting for and on behalf of Florida State University (“FSU”), a university in the State of Florida University System, and the Florida State University Panama City Developmental Laboratory Charter School, Inc., a Florida not-for-profit corporation (“FSU PC Charter School, Inc.”) is entered into for the purposes of creating and maintaining a developmental research charter school (“DRCS”) pursuant to Sections 1002.32 and 1002.33, Florida Statutes. Pursuant to Section 1011.24, Florida Statutes, the DRCS is a special school district for the purposes therein set forth. Pursuant to Section 1002.33(5)(a)(2), Florida Statutes, FSU is issuing this charter to FSU PC Charter School, Inc. with the express intent of preserving rights and obligations reserved for the DRCS in all applicable statutes. FSU shall support the DRCS consistent and in accordance with state DRCS requirements necessary to ensure the meet the mission of, and the receipt of funding from all funding sources available by law to DRCS schools.

FSU PC Charter School, Inc. shall operate a grade 9-12 DRCS regional school of choice, providing a venue for educational research, curriculum innovation, educator development, and statewide reform efforts. FSU PC Charter School, Inc. shall also promote excellent instruction for its students and project its continuing service mission. In accordance with Section 1002.32(2), this school was created with a goal of serving military families.

It is the intent of the parties that this agreement is subject to the provisions of Sections 1002.32(2) and 1002.33, Florida Statutes, and shall constitute the Charter and the governing document. Any reference herein to a particular section of the Florida Statutes shall be considered to mean as amended.

## **ARTICLE I – TERM AND GENERAL PROVISIONS**

- 1.01 **Term and Effective Date:** This Charter shall become effective on the last date hereinafter stated upon which a party to this Charter executes it, but in no event earlier than February 1, 2023, and shall cover a term of approximately 15 years, ending June 30, 2037, unless terminated sooner or extended longer, as provided herein.
- 1.02 **Timetable for Start-Up:** Initial classroom operations of the DRCS are scheduled to commence at the beginning of the 2023-24 school year. However, FSU PC Charter School, Inc. may hold summer camps beginning in June 2023.
- 1.03 **Charter Renewal:** This Charter may be extended or renewed by mutual written agreement of FSU and FSU PC Charter School, Inc. to the extent authorized by Sections 1002.32, 1002.33 or 1002.331, Florida Statutes, or otherwise provided by state law. If none of the events described in Section 1.07 hereof has occurred, and FSU PC Charter School, Inc. has been operating the DRCS successfully for fifteen years, and during such time FSU-PC has demonstrated exemplary academic programming and fiscal management, it is the express intent of FSU and FSU PC Charter School, Inc. that this Charter shall, at such time, be renewed for an additional 15-year period, ending on June 30, 2052. Any

such renewal shall be agreed upon in writing by both parties.

- 1.04 Charter Modification:** This Charter may be modified during its initial term or any renewal term only by mutual agreement of FSU and FSU PC Charter School, Inc., provided that such agreement is in writing and duly executed by both parties. No such modification shall be enforceable unless it is in writing and approved by both the governing board of FSU PC Charter School, Inc. and FSU. If the modification involves changes to the grade levels, except as provided by law for high-performing charter schools, the DRCS must provide information acceptable to FSU relating to operational capacity, curriculum, budget, facilities, and staff.
- 1.05 Periodic Review and Evaluation:** FSU shall annually evaluate the DRCS on its performance and progress towards meeting its standards and targets.
- 1.06 Education Program and Curriculum:** The DRCS shall implement its educational and related programs as specified in the Application and in Appendix A unless otherwise modified by this Charter. Any material change to the education program or curriculum as described in the Application or Charter requires FSU's approval. Reading is a primary focus of the curriculum.
- 1.07 Non-renewal:** At the end of the term of this Charter, FSU may choose not to renew this Charter if it finds that any of the following grounds below exist, as set forth in Section 1002.33(8), Florida Statutes:
- 1.07.1 Failure to participate in the state's education created accountability system or failure to meet the requirements for student performance as stated in this Charter;
  - 1.07.2 Failure to meet generally accepted standards of fiscal management;
  - 1.07.3 Material violation of law; or
  - 1.07.4 Other good cause shown.
- 1.08 Emergency Termination:** FSU may immediately terminate this Charter pursuant to Section 1002.33(8), Florida Statutes, if FSU determines and sets forth in writing facts and circumstances demonstrating that an immediate and serious danger to the health, safety, or welfare of the students exists, that the immediate and serious danger is likely to continue, and that an immediate termination is necessary.
- 1.09 Termination of Charter:** During the term of this Charter, FSU may terminate this agreement for any of the grounds listed in Section 1002.33(8), Florida Statutes, and Section 1.07 of this Article.
- 1.10 Notice of Non-renewal or Termination by FSU:** If FSU intends not to extend, not to renew, or to terminate this Agreement, it shall notify the governing body of FSU PC Charter School, Inc. of its proposed action in writing at least 360 days prior to such action. The notice shall state in reasonable detail the grounds for the proposed action and shall stipulate that the governing body of FSU PC Charter School, Inc. may, within 14 business days of receiving the notice, request in writing an informal hearing before FSU. If such hearing is requested, FSU shall conduct the informal hearing within 30 calendar days of receiving such request, unless an extension is agreed upon by both parties. If, as a



result of the informal hearing, FSU upholds its previous decision not to extend, not to renew, or to terminate this Agreement, the governing body of FSU PC Charter School, Inc. shall have 14 business days from its receipt of the decision of FSU in which to submit in writing an appeal of that decision to the State Board of Education pursuant to the procedure established in section 1002.33(6), Florida Statutes, except in case of emergency termination as provided in Section 1.08 of this Article.

**1.11 Notice of Non-renewal by FSU-PC Charter School:** If FSU PC Charter School, Inc. desires that this Agreement not be extended or renewed upon its expiration, it shall notify FSU in writing at least 360 days prior to the expiration of this Agreement of the desire of FSU-PC Charter School that this Agreement not be extended or renewed. A voluntary termination by FSU PC Charter School, Inc. must be determined at a public meeting and its governing board shall notify parents of enrolled students and FSU of the public meeting in writing prior to the meeting. Then, the governing board must notify FSU, parents of enrolled students and the Florida Department of Education within 24 hours after the public meeting of its determination. It is the express intent of the parties that in the event the Charter period ends without an extension or renewal having been concluded by the parties, the Charter shall continue in full force and effect until such time as the parties execute a formal extension or renewal of the Charter, unless otherwise agreed in writing by the parties.

**1.10 Dissolution of School:** If this Agreement expires and is not extended, not renewed, or is terminated, the DRCS shall be dissolved under the provisions of law under which the DRCS was organized, and any unencumbered funds from the DRCS shall revert to FSU.

**1.11 School's Debts:** If this Agreement expires and is not extended, not renewed, or is terminated, the remaining debts of FSU PC Charter School, Inc., if any, shall be paid in accordance with Section 1002.33, Florida Statutes, and other applicable provisions of law. FSU shall not assume the debt arising from any contract for services made between the governing body of FSU PC Charter School, Inc. and a third party, except for a debt for which FSU and the governing body of FSU PC Charter School, Inc. have previously agreed in writing would be paid by FSU.

**1.12 Enrollment of Students Following Charter Non-extension, Non-renewal, or Termination:** If this Agreement expires and is not extended, not renewed, or is terminated, a student who then attends the DRCS may re-enter a public school in accordance with the student's Individual Education Plan ("IEP") and federal and state law pertaining to exceptional student education.

**1.13 Statutory Requirements:** FSU PC Charter School, Inc. and FSU shall comply with the provisions of Sections 1002.32 and 1002.33, Florida Statutes, relating to developmental research (laboratory) schools and charter schools, respectively. FSU PC Charter School, Inc. shall comply with Chapter 119, Florida Statutes, relating to public records, and Section 286.011, Florida Statutes, relating to public meetings, as well as all applicable federal, state, and local laws, including but not limited to those relating to health, safety, welfare, and civil rights.

1.14 **Annual Report:** FSU PC Charter School shall make an annual progress report to FSU and the Dean of the FSU College of Education, which, upon verification, shall be forwarded to the Commissioner of Education at the same time as any other annual school accountability report is required. The report shall contain at least the following information:

1.14.1 The progress of FSU PC Charter School, Inc. and the DRCS toward achieving the goals outlined in this Charter.

1.14.2 The information required in the annual school report pursuant to Section 1002.33(9)(k), Florida Statutes.

1.14.3 Financial records of FSU PC Charter School, Inc., including revenues and expenditures.

1.14.4 Salary and benefit levels of the employees or joint employees of FSU PC Charter School, Inc..

1.15 **Governance Structure of FSU PC Charter School, Inc.:** FSU PC Charter School, Inc., as operator of the DRCS, is organized as a Florida corporation not-for-profit and has elected to be a public employer. The FSU PC Charter School, Inc. shall have a governing board, which shall be responsible for the general direction and the management of the affairs of the DRCS, including setting policy, providing financial oversight annually adopting and maintaining an operating budget, exercising continuing oversight of the DRCS's operation and communicating the vision of the DRCS to the community. The governing board's meetings shall be noticed and open to the public. All members of the governing board will be required to attend training as required by Section 1002.33, Florida Statutes.

1.15.1 FSU is the Sponsor of the DRCS. The primary FSU liaison with FSU PC Charter School, Inc. is the Dean of the FSU College of Education, or designee.

1.15.2 Employees working at the DRCS shall be joint employees of FSU PC Charter School, Inc. and FSU. ("Joint Employers"). The DRCS may have either a director or a principal, or both, who shall fulfill the duties outlined in Section 1002.32(7), Florida Statutes.

## **ARTICLE II – ACADEMIC ACCOUNTABILITY**

2.01 Student academic achievement for all students shall be the most important factor when considering whether to renew, non-renew, or terminate this charter.

2.02 FSU PC Charter School, Inc. shall implement its mission and related educational programs as specified in Appendix A hereto.

2.03 FSU PC Charter School, Inc. shall implement the current baseline standard of achievement, the outcomes to be achieved, and the methods of measurement identified in Appendix A.

2.04 The parties agree that methods used to identify the educational strengths and needs of students and their educational goals and performance standards are set forth in Appendix A. Students attending FSU PC Charter School, Inc. shall participate in the statewide assessment programs at least to the extent required by law or rule.

2.05 The DRCS's programs and operations shall be nonsectarian.

### ARTICLE III – STUDENTS

3.01 **Community:** The parties agree that the community to be served by this Charter is defined as students in grades K-12 who may reside in the following Florida counties: Bay, Gulf, and immediately surrounding counties as well as foreign exchange or other special population students.

3.02 **Equity:** FSU PC Charter School, Inc. shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes, known as “The Florida Educational Equity Act” or FSU’s Equal Opportunity and Non-Discrimination Statement.

3.03 **Exceptional Student Education:** As with other students in other public schools, if it is determined by staff of FSU PC Charter School, Inc. at an IEP meeting that the needs of a student with disabilities cannot be met by FSU PC Charter School, Inc. that student shall be withdrawn from the school to be re-enrolled at a public school having appropriate programs and services.

3.04 **Nonsectarian Policies:** The FSU PC Charter School, Inc. shall be nonsectarian in its programs, admissions policies, employment practices and operations.

3.05 **Code of Conduct:** The DRCS shall foster and maintain a safe learning environment at all times. The FSU PC Charter School, Inc. shall adopt a written Code of Student Conduct that will apply to students enrolled at the DRCS.

3.06 **Enrollment Process:** Each year, subject to the restrictions of Section 1002.32(4), Florida Statutes, FSU PC Charter School, Inc. shall enroll any eligible student for whom a timely application is submitted within the constraints of demographic representation as defined in law, rule, or policy, unless the number of applications exceeds the capacity of a demographic grouping, program, class, grade level, or building. Without written approval by both the Dean of the FSU College of Education and the Dean of Florida State University Panama City to increase enrollment, the maximum number of students to be accommodated by the DRCS is 500 students, with approximate equal distribution by grade level. The goal of both parties is that students at the DRCS shall, as appropriate, be enrolled in dual enrollment courses at Florida State University Panama City, to the greatest extent possible.

3.06.01 In order to meet the requirements of Section 1002.32(2), Florida Statutes, FSU PC Charter School, Inc. (in cooperation with the Dean of the College of Education and the Dean of Florida State University Panama City) shall create a fair and non-discriminatory application and admissions process that provides priority for students from military families, and ensures a random selection process for students.

3.06.02 DRCS admission preference shall also be extended to eligible siblings of students

enrolled in the DRCS, in accordance with admission guidelines, to children of employees of the DRCS and FSU PC Charter School, Inc. and to students recommended by the FSU President, which admission is deemed by the President to serve the mission and purposes of the University.

3.06.03 The FSU PC Charter School, Inc. shall clearly detail its application, enrollment and admissions processes in the DRCS's policies and procedures. In addition, the DRCS's policies and procedures will explain its method for determining that a student has satisfied the requirements for graduation in Sections 1002.3105(5), 1003.4281 or 1003.4282, Florida Statutes.

3.06.04 The DRCS shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter laboratory schools.

3.07 **Health and Immunization:** Enrollment is subject to the provisions of Section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.

3.08 **Dismissals:** The dismissal of any students or the withdrawal of any invitation to attend the school shall occur in accordance with the policies and procedures described in the FSU PC Charter School, Inc. Code of Student Conduct.

3.09 **Student Records:** The DRCS shall maintain student records in accordance with state law and Board of Education rules. The DRCS shall maintain the confidentiality of student records, as required by federal and state law. The DRCS shall transfer student records, as appropriate, if the student transfers to another public school.

#### ARTICLE IV – FINANCIAL ACCOUNTABILITY

##### 4.01 **Operational Funding:**

4.01.1 **Operating Revenue:** The DRCS shall be operationally funded pursuant to Section 1002.32(9), Florida Statutes, and other applicable sections of law. The basis of the operational funding shall be the sum of the DRS operating funds from the Florida Education Finance Program ("FEFP") as provided in Section 1011.62, Florida Statutes, the General Appropriations Act, and all applicable categorical funds, grants, and other funds. In addition, FSU has been awarded a grant from Triumph Gulf Coast for the purpose of funding certain costs of the DRCS.

FSU shall receive the operating funds from the Florida Department of Education as appropriate and within 10 days of receipt transfer the total operating funds received to FSU PC Charter School, Inc. for uses authorized by law, rule, or policy. FSU shall transfer funds from Triumph Gulf Coast consistent with the grant agreement and as shall be agreed to by FSU and FSU PC Charter School, Inc.

FSU PC Charter School, Inc. shall be responsible for collecting and reporting data necessary to project, receive, and account for state and other funds, utilizing generally accepted accounting principles and practices. FSU PC Charter School,

Inc. shall develop and administer such policies and procedures as are necessary to ensure compliance with applicable law, rule, and policy, and shall utilize generally accepted accounting principles and practices.

4.01.2 **Internal Revenue:** FSU PC Charter School, Inc. may collect and disburse such internal fund and fees, including but not limited to the student activity fee as prescribed by law, rule, or policy. FSU PC Charter School, Inc. shall provide a list of all fees to FSU as the fiscal agent and will administer policies and procedures necessary to ensure compliance with law, rule, and policy, and shall utilize generally accepted accounting principles and practices.

4.01.3 **Research Support Fee:** As the sponsor of the DRCS and for its research, oversight and evaluation responsibilities, the FSU College of Education shall be paid an annual sum of \$500 student (or such other amount as shall be agreed to by the DCRS and the College of Education) per student enrolled at the DRCS as a Research Support Fee. Such amount shall be adjusted every five years based upon changes in the consumer price index.

#### 4.02 **Capital Funding:**

4.02.1 **Capital Revenue:** The parties understand that FSU PC Charter School, Inc. shall be entitled to at least two types of capital revenue based on number and grade groupings of attending students as described in Section 1002.33 Florida Statutes, as amended: (1) DRS capital funds pursuant to Section 1002.32, Florida Statutes, and (2) charter schools capital outlay funds pursuant to Section 1013.62, Florida Statutes. These funds may be supplemented, but not supplanted, by donations, grants, and other financial sources.

FSU shall receive the charter capital funds and applicable DRS capital funds from the Florida Department of Education, and within 10 days of receipt shall transfer the total capital funds received to FSU PC Charter School, Inc., or its assignee as required by any capital financing arrangement, to service debt, remodel, renovate, or construct facilities as prescribed in applicable law, rule, or policy.

4.02.2 **Maintenance of School Plant and Facilities:** FSU PC Charter School, Inc. shall use facilities that comply with the requirements in Section 1002.33(18), Florida Statutes. FSU PC Charter School, Inc. shall be responsible for any and all structural repairs and maintenance of all buildings or facilities either leased or owned by FSU PC Charter School, Inc. and shall be further responsible for repair and maintenance of telecommunications equipment, minor interior furnishings, and fixtures. FSU PC Charter School, Inc. shall be financially responsible for cleaning the buildings and grounds, replacing worn out or broken items, as well as for janitorial supplies and consumable supplies. FSU PC Charter School may contract with FSU, other public entities, or private firms to perform any of the maintenance obligations for such compensation as is mutually agreeable to the parties to any such contract.

4.02.3 **Reverter:** In the event FSU PC Charter School, Inc. is dissolved or is otherwise terminated, all of its property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to and become the

property of FSU, subject to any lien or encumbrance on such property in favor of any capital or other debt obligation of FSU PC Charter School, Inc. being satisfied. If any capital obligation remains to be satisfied, FSU shall have first option to satisfy such capital obligation, but FSU shall not be responsible for such capital obligation incurred by FSU PC Charter School, Inc.

#### 4.03 Administration and Management:

4.03.1 **Fees:** FSU PC Charter School, Inc. may charge fees in accordance with Section 1002.32(5), Florida Statutes, other applicable laws, and lawful policies established by FSU PC Charter School, Inc.

4.03.2 **Disbursements:** FSU shall make certain that FSU PC Charter School, Inc. receives timely disbursements. Each payment shall be issued no later than 10 business days after FSU receives a distribution of applicable federal or state funds. If a warrant for payment of a scheduled disbursement is not issued within 10 business days after the receipt of funding by FSU, FSU shall pay to FSUPC Charter School, Inc. in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the required payment period until such time as the warrant is issued.

4.03.3 **Payroll:** The total payroll costs to FSU PC Charter School, Inc. associated with contracting employees such as administrators, faculty, and staff (including but not limited to salaries, benefits, FICA, and Medicare) employed jointly by FSU and FSU PC Charter School, Inc. shall be calculated each month and deducted from the FEFP funds that would otherwise be disbursed to FSU-PC Charter School, Inc. All other charges paid to FSU by FSU-PC Charter School, Inc. will be disbursed by FSU-PC Charter School, Inc. within 30 days after receipt of a valid invoice from FSU.

4.03.4 **Administrative Services provided by FSU:** For the administrative support services provided by FSU, such as budgeting, human resources, etc., the DRCS shall pay annually to FSU's Finance & Administration division an Administrative Support Fee equal to no more than 1% of the DRCS's operating expenditures. On an annual basis, the parties can agree to Cap the Administrative Support Fee to an agreed-upon lesser amount. FSU's charge for the administrative fee cannot exceed the maximum rate allowed under Section 1002.33(20), Florida Statutes.

4.03.4.1 FSU PC Charter School, Inc. and FSU units shall enter into memoranda of agreement to outline the services to be provided by FSU and the responsibilities of both parties.

4.03.5 **Audits:** FSU PC Charter School, Inc. agrees to submit to annual audits in compliance with federal, state, and school district regulations showing all revenues received from all sources and all direct expenditures for services rendered. The audit shall be conducted by FSU, by an independent auditor, or by the Auditor General. FSU PC Charter School, Inc. further agrees to provide FSU

with a copy of such audit and the corresponding response to its findings. FSU reserves the right to perform additional audits as part of FSU's financial monitoring responsibilities as FSU deems necessary. FSU shall notify FSU PC Charter School, Inc. of this procedure in a timely manner consistent with the notification given to other FSU units.

4.03.6 **Monitoring:** Pursuant to Florida law requiring FSU to monitor FSU PC Charter School, Inc. in its progress towards the goals established in this Charter, and to monitor the revenues and expenditures of FSU PC Charter School, Inc., the parties agree that such monitoring will occur at FSU's expense on an annual basis.

4.03.7 **Reporting:** FSU PC Charter School, Inc. shall submit monthly financial statements pursuant to Section 1002.33(9), Florida Statutes, and Rule 6A-1.0081, Florida Administrative Code, to FSU no later than the last of the month following the month being reported. Or, in the case of the DRCS being a high performing charter school, such reports shall be submitted quarterly as provided by state law. In addition, the parties agree that FSU may reasonably request, in accordance with Section 1002.33(5), Florida Statutes, documents on the DRCS's financial operations beyond the monthly financial statement and such documents shall be provided in a reasonable timeframe.

4.04 **Insurance:** Recognizing that members of the staff of FSU PC Charter School, Inc. as joint employees with FSU are protected by the immunities of Section 768.28, Florida Statutes, FSU PC Charter School, Inc. shall carry and provide proof of insurance for the following levels of coverage, which may be contracted for with FSU, with the State, or with private providers as determined to be necessary and prudent:

4.04.1 General liability insurance with coverage limits as are appropriate considering the limitations established in Section 768.28, Florida Statutes, and excess liability insurance;

4.04.2 Worker's compensation insurance in the amounts required by Chapter 440, Florida Statutes.

4.04.3 Property insurance for all buildings and their contents, including fire, casualty, and theft insurance coverage for the personal property of FSU PC Charter School, Inc., if applicable; and

To the extent available, Employees Dishonesty or crime Insurance with a coverage limit of at least \$1 million

4.05 **Indemnification:** The FSU PC Charter School, Inc. agrees to indemnify and hold harmless FSU, its board members, employees, administrators and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (1) the negligence, intentional wrongful act, misconduct or culpability of the FSU PC Charter School, Inc.'s governing board members, officers, or agents, in connection with or arising out of services within the scope of this Charter, (2) the FSU PC Charter School, Inc.'s material breach of this Charter or law, (3) any failure by the FSU PC Charter School, Inc. to pay its suppliers or any subcontractors. The FSU PC Charter School,

Inc. shall not indemnify FSU for intentional or negligent conduct of FSU or any other cause of action caused by or through the fault of FSU.

4.06 **Food Service:** FSU PC Charter School, Inc. may contract with FSU or with private firms for the provision of food services for students under terms and conditions that are mutually agreeable to both FSU and FSU PC Charter School, Inc.

4.07 **Security:** As established by a memorandum of agreement between the parties, FSU shall provide a School Resource Officer and other security support, as needed, at the DRCS, with reimbursement of costs being provided by FSU PC Charter School, Inc. to FSU.

4.08 **Surplus:** FSU shall provide notification and first right of refusal to FSU PC Charter School, Inc. for surplus furniture, equipment, software, materials, or other items, and shall notify FSU PC Charter School, Inc. prior to making them available to other agencies or disposing of them in another manner.

4.09 **Other Services:** FSU PC Charter School, Inc. may contract with FSU for the provision of other services, facilities, or programs to the extent that the FSU is willing to do so.

## **ARTICLE V – HUMAN RESOURCES**

5.01 **Employment:** FSU and FSU PC Charter School shall be joint employers of FSU PC Charter School administrators, faculty, and staff subject to all terms and conditions provided by law, rule, or policy, and any applicable collective bargaining agreements. It is acknowledged herein that the terms and conditions of employment may vary between FSU and FSU PC Charter School, Inc. and, to the extent a conflict arises, FSU and FSU PC Charter School, Inc. will, in good faith, work to resolve the conflict.

5.01.1 FSU PC Charter School, Inc. agrees that its employment policies and practices shall be nonsectarian.

5.01.2 The teachers assigned to FSU PC Charter School, Inc. shall be certified as required by Sections 1012.32 and 1012.315, Florida Statutes, or otherwise required by state law.

5.01.3 FSU PC Charter School, Inc. may not employ an individual to provide instructional services or to serve as a teaching assistant if the individual's certification or license as an educator has been suspended or revoked in this State or in any other state.

5.01.4 FSU PC Charter School, Inc. agrees to disclose to the parents the qualifications of its teachers, upon request.

5.01.5 FSU PC Charter School, Inc. shall implement FSU's practices and procedures for hiring, dismissal, salaries, contracts, benefit packages, and all other terms and conditions of employment required by law, rule, policy, and any applicable collective bargaining agreement.



5.01.6 All administrators, faculty, and staff employed by or assigned to FSU PC Charter School, Inc. are required to comply with the fingerprinting requirements of Section 1012.32, Florida Statutes.

5.01.7 FSU PC Charter School Inc. shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes, known as the Florida Educational Equity Act, or FSU's Statement of Equal Opportunity and Non-Discrimination Statement.

5.01.8 The employees of FSU PC Charter School, Inc., as jointly employed by FSU, will have access to FSU's sick leave pool so long as they meet applicable FSU qualifications for same. The employees of FSU PC Charter School, Inc. so long as they meet applicable FSU qualifications for same, will accrue other applicable and appropriate benefits of FSU employees. FSU PC Charter School, Inc. hereby reserves the right to establish such additional positions as it deems necessary, subject to any necessary approvals from FSU Office of Human Resources. FSU PC Charter School, Inc. shall establish a payroll process for these positions in conjunction with FSU Office of Human Resources. Qualifications and salaries for these positions shall be determined by FSU-PC Charter School, Inc., in consultation with FSU Office of Human Resources.

5.02 **Contracted Staffing:** FSU PC Charter School, Inc. may contract with FSU, or with any other public or private entity, for such managerial, instructional, security, support, security (other than that provided in Section 4.06 above), or other services as it deems necessary.

5.03 **Collective Bargaining:** The employees of FSU PC Charter School, Inc. shall have the right to bargain collectively as public employees as provided by law and any applicable collective bargaining agreement.

5.04 **Training:** The FSU PC Charter School, Inc. teachers may participate in training conducted by FSU, and FSU faculty and staff may participate in training conducted by FSU-PC Charter School, Inc.. New teachers who are assigned to or employed by FSU PC Charter Schools, Inc. and FSU may participate in the FSU's Orientation Program.

## ARTICLE VI – MISCELLANEOUS PROVISIONS

6.01 **Branding and Trade Name:** FSU PC Charter School, Inc. may use the terms "Seminoles," "Noles," "Lady Noles," and "Lady Seminoles," as well as non-licensed seals and symbols in connection with the DRCS. If approved by the Deans of both the FSU College of Education and Florida State University Panama City, FSU PC Charter School, Inc. may use a trade or fictitious name as the official name of the school, provided all appropriate steps are taken to register such name.

6.02 **Impossibility:** Neither party shall be in default of this Charter, if the performance of any or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood,

hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

**6.03 Drug Free Workplace:** The DRCS shall be a drug-free workplace, as provided by State and Federal law.

**6.04 Entire Agreement:** The Application, as referenced herein, and this Charter shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this Charter shall require approval of FSU and the governing board of FSU PC Charter School, Inc.

**6.05 No Assignment Without Consent:** This Charter shall not be assigned by either party without mutual written consent.

**6.06 No Waiver:** No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Charter shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Charter shall be deemed to have been made by either party unless in writing and signed by the parties.

**6.07 Default Including Opportunity to Cure:** In the event that FSU PC Charter School, Inc. should default under any provision hereto, absent any circumstance permitting immediate termination, it shall have thirty (30) days from written notice of default to cure, unless otherwise agreed to by the parties in writing.

**6.08 Survival Including Post Termination of Charter:** All representations and warranties made herein shall survive termination of this Charter.

**6.09 Severability:** If any provision or any part of this Charter is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Charter and all such provisions shall remain in full force and effect.

**6.10 Third Party Beneficiary:** This Charter is not intended to create any rights in a third party beneficiary.

**6.11 Choice of Laws, Conflict and Waiver of Jury Trial:** This Charter is made and entered into and shall be interpreted according to the laws of the State of Florida. In any case where this Charter conflict with Florida law, the terms of the applicable Florida Statute or other law will control over the Charter.

6.11.1 The parties forever waive the right to trial by jury for any and all litigation

between the parties arising out of or related to this Charter. The parties agree to have any such dispute settled by a judge alone, without a jury.

**6.12 Conflict or Dispute Resolution:** Subject to the applicable provisions of Section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit FSU's ability to immediately terminate this Charter in accordance with Section 1002.33(8)(c), Florida Statutes. It is anticipated that a continuing policy of open communication between FSU and FSU PC Charter School, Inc. will prevent the need for implementing a conflict or dispute resolution procedure.

The following dispute resolution process, not otherwise pre-empted by Section 1002.33, Florida Statutes, shall be equally applicable to both parties to this Charter in the event of a dispute. All disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process:

- Step 1 – The persons having responsibility for implementing this Charter for the grieving party will write to the other party to identify the problem, propose action to correct the problem and explain the reasons for the proposed action.
- Step 2 – The person having responsibility for implementing this Charter for the other party will respond in writing within fifteen (15) calendar days, accepting the proposed action or offering alternative solution(s) to the problem. A meeting of representatives of the parties may be held to reach agreement on the solution and subsequent action.
- Step 3 -- Upon resolution of the problem, the responsible personnel from both parties will develop a joint written explanation indicating the resolution. This document will be retained with this Charter. If an amendment to the Charter is necessary, the amendment will be submitted for action by both parties.
- Step 4 -- If efforts at agreement within a reasonable time are unsuccessful, the parties may have recourse through available legal remedies, including, without limitation, mediation through the Florida Department of Education or those additional remedies set forth in section 1002.33(7)(b), Florida Statutes.

**6.13 Notice:** Official notice provided by FSU PC Charter School, Inc. to FSU pursuant to this Charter shall be in writing, signed by or from the Chair of the governing board or the Principal of the DRCS and directed to the Dean of the FSU College of Education and/or the FSU Provost. Official notice provided by FSU to FSU PC Charter School, Inc. pursuant to this Charter shall be in writing, signed by or from the Dean of the FSU College of Education and/or the FSU Provost. Official notice may be via U.S. Mail, express mail or email subject to verbal or written confirmation of receipt.

**6.14 Authority to Execute:** Each of the persons executing this Charter represents and warrants that he or she has the full power and authority to execute the Charter on behalf of the party for whom he or she signs and that he or she enters into this

Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her choosing, including but not limited to an attorney.

**WHEREFORE** the parties have executed this Charter on the dates indicated below:

THE FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES, acting for and  
behalf of FLORIDA STATE UNIVERSITY

FLORIDA STATE UNIVERSITY  
PANAMA CITY DEVELOPMENTAL  
LABORATORY CHARTER SCHOOL,  
INC.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES

# Governance

## ACTION ITEM II

**LEASE AGREEMENT**

THIS LEASE AGREEMENT (herein the "Lease"), entered into on \_\_\_\_\_ (the "Effective Date"), by and between Northstar Church, Inc. ("Landlord"), a Florida Not for Profit corporation with Federal I.D. 59-3562280, and THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES ("Tenant") for the benefit of THE FLORIDA STATE UNIVERSITY, a public body corporate existing under the laws of the State of Florida.

**WITNESSETH:**

WHEREAS, Landlord is the owner of certain real property and improvements located thereon defined herein as the "Property"; and

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the certain premises located on the Property, subject to the terms and conditions contained in this Lease.

NOW, THEREFORE, in consideration of the obligation of Tenant to pay rent as provided herein below, and the terms, provisions, and covenants hereinafter set forth, Landlord and Tenant agree as follows:

**LEASE SUMMARY**

Tenant User Group (FSU Unit): *The Collegiate School at FSU Panama City*

Total Square Footage: 12,306 square feet [per BOG Regulation 17.001(3)]

Effective Date of Lease: \_\_\_\_\_, **2023**

Premises/Property Address: 2480 St. Andrews Boulevard  
Panama City, FL 32405

Building: Northstar Church

Landlord's Name and Address: Northstar Church  
Attn: Joshua Street  
430 W. 5<sup>th</sup> Street, Suite 400  
Panama City, FL 32401

[Address for Management Company, if applicable, and/ or  
Rent  
payment, if different]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tenant's Name and Address: The Florida State University Board of Trustees  
c/o Leasing Administrator  
969 Learning Way  
Suite 105  
Tallahassee, FL 32306-4152

With Copy To:

The Florida State Univesrity  
 Office of General Counsel  
 Attn: Dustin N. Dailey  
 424 Westcott Building  
 222 South Copeland Street  
 P.O. Box 3061400  
 Tallahassee, FL 32306-1400

Term:

Initial Term: Three (3) years after the Commencement Date (May 1, 2023), to and including April 30, 2026 (ending at 12:00 midnight).

Commencement Date: May 1, 2023 (But see Section 2.1)

Renewal Options: Two (2) consecutive periods of one (1) year each

Renewal Notice Date: 30 days prior to end of Initial Term

Leasehold Improvements: (if applicable) See Section 1.4  
 See Exhibit B (please attach detailed description)

Tenant Improvement Allowance: Not to exceed **\$675,000**.  
 (Payable by Landlord in accordance with Exhibit C)

Rent:

	Time Period	Per Month	Per Year	Per Square Foot
Initial Term	Year 1	<b>\$46,414.13</b>	<b>\$556,969.56</b>	<b>\$45.26</b>
	Year 2	\$ Year 1 rent + annual CPI increase not to exceed 4%	\$ Year 1 rent + annual CPI increase not to exceed 4%	\$ Year 1 rent + annual CPI increase not to exceed 4%
	Year 3	\$ Year 2 rent + annual CPI increase not to exceed 4%	\$ Year 2 rent + annual CPI increase not to exceed 4%	\$ Year 2 rent + annual CPI increase not to exceed 4%
Renewal Term	Year	\$Prior year's rent reduced by 40% + annual CPI increase not to exceed 4%	\$ Prior year's rent reduced by 40% + annual CPI increase not to exceed 4%	\$ Prior year's rent reduced by 40% + annual CPI increase not to exceed 4%

Rent Adjustment: See Section 3.1

Rent Due Date: The last day of each month following the Commencement Date.

Security Deposit: None.

<u>Permitted Use:</u>	Such purposes as shall be permitted by applicable law, ordinances and regulations, provided other permitted uses do not conflict with the uses of any other tenants in the Building, including specifically the operation of a developmental laboratory charter school as a collegiate high school for grades 9-12 (the “ <b>Permitted Use</b> ”). <b>See Article 6.</b>
<u>Subletting and Assignment:</u>	See Section 12.1
<u>Permitted Hours of Operation:</u>	24 hours, 7 days per week
<u>Holdover Tenancy:</u>	See Section 18.4
<u>Utilities:</u>	See Section 5.1 and 5.6
<u>Insurance:</u>	
Tenant	See Section 9.1
Landlord	See Section 9.2
<u>Maintenance:</u>	
Tenant	See Section 7.1
Landlord	See Section 7.2
<u>Brokers (if applicable):</u>	Landlord’s Broker: Tenant’s Broker: N/A
<u>Early Termination:</u>	See Section 1.4(d)

## **ARTICLE 1 - THE PREMISES**

### **Section 1.1 Premises**

Landlord leases to Tenant and Tenant leases from Landlord that certain premises more particularly described in the Lease Summary and depicted on the Floor Plan attached hereto as **Exhibit A** (the “**Premises**”)(if the “**Premises**” are located within a multi-tenant office building then such building shall be referred to herein as the “**Building**”)(the Premises, Building, and “**Common Facilities**” as hereinafter defined may be referred to collectively herein as the “**Property**”). The net rentable area of the Premises shall constitute an aggregate area of **12,306** square feet - measured substantially in accordance with the standards established by the State of Florida Board of Governors *Regulation 17.001(3)* effective as of the date of this Lease, which comprises approximately **36%** square feet of the Building.

### **Section 1.2 Parking**

Landlord will at all times during the Term maintain a minimum of **one (1)** reserved (marked) parking space (Reserved Parking Space) for Tenant’s exclusive use by Tenant’s law enforcement officer in the parking area of the Property (the “**Parking Area**”). Landlord will provide visitor and handicapped parking spaces for the Building in accordance with applicable laws, and Landlord will maintain a parking space per square foot ratio with other Building tenants that ensures not less than **seventy-five (75)** unreserved parking spaces for the Premises on a first-come, first-serve basis with the other tenants. Such parking space shall be provided to Tenant at no charge throughout the Term of this Lease.



### **Section 1.3. Common Facilities**

Tenant, for itself and its employees, students, and invitees, shall have the right to use any and all common areas associated with the Building which comprises the Premises or in which the Premises is located, including, but not limited to, service roads, parking lots, parking garages, driveways, access easements, loading facilities, sidewalks, benches, walkways, courtyard, lobbies, elevators, bathrooms, kitchens, stairwells, any mechanical rooms located outside any tenant's premises and landscaping (the "**Common Facilities**"). Such Common Facilities shall at all times be subject to the exclusive control and management of Landlord. Landlord may from time to time promulgate and enforce reasonable rules and regulations, uniformly applied, for the use of the Common Facilities, and build or place landscaping and other improvements thereon. Landlord may, at any time, and from time to time, temporarily close all or any portion of such Common Facilities. In exercising such rights, Landlord, however, will not deprive or materially impair Tenant's access to the Premises or use of the parking spaces or reduce the size of the Premises. Landlord shall maintain the Common Facilities in good order and condition and kept clean and safe throughout the Term in a manner consistent with the operation of a first class office building.

### **Section 1.4 Leasehold Improvements.**

- (a) **Description.** A description of the improvements required to make the Premises ready for Tenant's occupancy is set forth on **Exhibit B** ("**Leasehold Improvements**"), attached hereto and incorporated herein by reference.
- (b) **Construction.** These Leasehold Improvements shall be performed by Landlord's contractor at Landlord's expense not to exceed a cost of \$675,000 as noted in **Exhibit C** ("**Leasehold Improvement Allowance**"), utilizing building standard materials and constructed in a good and workmanlike manner in accord with the plans & specifications pre-approved by Tenant in writing and in strict compliance with all applicable building, fire, health, and sanitary codes by a licensed general contractor selected by Landlord and reasonably acceptable to Tenant.
- (c) **Date of Delivery.** Landlord shall be responsible for obtaining the Certificate of Occupancy no later than **May 1, 2023**. In the event Landlord fails to deliver possession of the Premises to Tenant on or before this date, then Tenant shall receive one (1) day of abated Rent for each one (1) day of such delay in the date of delivery. Landlord and Tenant shall execute the Lease Commencement Agreement described in Section 2.1 and attached hereto as **Exhibit D**, memorializing the actual Commencement Date.
- (d) **Early Termination.** If Tenant exercises its right for early termination pursuant to Section 18.16, then Tenant shall pay to Landlord the fair market value of the Leasehold Improvements valued as of the date of termination. The fair market value shall be the unamortized portion of the Leasehold Improvements as of the date of termination based on an agreed upon initial value stated by the parties in the Lease Commencement Agreement, and amortized over the Initial Term on a straight-line basis. The unamortized portion of Leasehold Improvements shall be paid in equal monthly installments over the remaining Initial Term. If any portion of the original leased premises is occupied after termination but during the original Initial Term by a tenant who does not require material changes to the premises, the repayment of the costs applicable to the occupied but unchanged portion shall be waived and forgiven.

## **ARTICLE 2 - TERM**

### **Section 2.1 Initial Term & Commencement Date**

The initial term of this Lease shall be as set forth in the Lease Summary. The "Commencement Date" shall be the date set forth in the Lease Summary or as noted in **Exhibit D** ("**Lease Commencement Agreement**"), which date shall control. Notwithstanding the Commencement Date established in the manner set forth above, Tenant and Landlord acknowledge and agree that this Lease is binding upon them as of the Effective Date.

## **Section 2.2 Renewal Options**

Tenant shall have the right to renew this Lease for the periods and at the rents set forth in the Lease Summary. In order to renew this Lease, Tenant shall notify Landlord within the time period set forth in the Lease Summary. Failure to so notify Landlord shall be deemed non-renewal of this Lease, but otherwise subject to a Holdover Tenancy pursuant to Section 18.4. For purposes of this Lease, "Term" means the initial term and all renewal terms.

## **ARTICLE 3 - RENT**

### **Section 3.1 Rent**

Tenant shall pay the annual rent set forth in the Lease Summary in equal monthly installments beginning on the Commencement Date (the "**Rent**"). Rent shall be paid to Landlord at the address set forth in the Lease Summary, or such other address as Landlord may, from time to time, designate in writing to Tenant. The first payment of Rent shall be due and payable on the Commencement Date or the first day of occupancy (whichever is later). Each subsequent installment of Rent shall be due and payable monthly without prior demand on the first (1st) day of each succeeding calendar month. If the first and/or last months of this Lease are partial calendar months, then the first and/or last payments of Rent shall be proportionately adjusted on the basis of a thirty (30) day month. Commencing on the anniversary date of the Commencement Date, the annual rental rate shall be increased by the **lesser** of: (i) the percentage increase in accordance with the Consumer Price Index for All Urban Consumers (CPI U): All city average, unadjusted, as published by the U.S. Department of Labor, during the 12-month period; or (ii) **4%** of the preceding year's rate, and effective as of the first day of the month following the anniversary date, as reflected on the rent table in the Lease Summary. If Tenant exercises its option(s) to renew the original term, as provided under Section 2.2 above, the annual rent rate for each renewal term shall be as set forth in the Lease Summary.

### **Section 3.2 Full Service Gross Lease**

The parties hereby acknowledge and agree that this Lease is a "**full service gross lease**", meaning that the Rent is inclusive of all charges payable by Tenant in connection with this Lease. Except as otherwise expressly set forth herein, Landlord shall be responsible, at Landlord's sole cost and expense, for all operating costs of the Premises, Building, and Common Facilities, including, but not limited to: (i) the cost of all utilities supplied to the Premises and Common Facilities (e.g. electricity, water, HVAC, etc.), (ii) Landlord's liability, property, and casualty insurance, (iii) labor and costs incurred in managing the Building, Premises, and Common Facilities, (iv) the costs of maintenance and repair of the Building, Premises, and Common Facilities, including, but not limited to, the Building elevator(s), roof, masonry, foundation, structural components, windows, doors, sidewalks, paved areas, electrical, mechanical, utility, plumbing and HVAC systems, (v) parking, security, trash collection, janitorial services, phone and internet, and (vi) ad valorem taxes, assessments, or other public charges or fees. Except as otherwise expressly provided in this Lease, Tenant shall not be liable to pay or reimburse Landlord nor any other party for all or any portion of any charges or expenses incurred by Landlord and/or such other party for any costs associated with the operation, maintenance, repair, replacement or alteration of any land or improvements located on Landlord's property, the Premises, Common Facilities, or the Building, including, without limitation, expenses for taxes, insurance, security, maintenance, management and/or administration of said areas.

## **ARTICLE 4 – TAXES, ASSESSMENTS, AND PUBLIC CHARGES**

### **Section 4.1 Real Estate Taxes**

Landlord shall pay all real property taxes, public charges, fees, and assessments assessed or imposed upon the Premises, with such payments being made prior to such taxes, charges, or fees becoming delinquent.

**Section 4.2 Sales Tax on Rent**

Tenant, as a public body corporate of the State of Florida, is exempt from sales tax, and will provide a certificate evidencing such exemption upon Landlord's request. Tenant's Tax Exempt Certificate is No. 85-8012584914C-7, which is attached hereto as **Exhibit E** ("Certificate of Exemption"). Landlord shall pay any federal, state, or local sales or other taxes upon the rents payable hereunder.

**ARTICLE 5 – SERVICES**

**Section 5.1 Utilities**

Landlord shall promptly pay, as and when due, all charges for water, sewer, electricity, gas, and other utilities supplied to the Premises. Landlord shall make all utilities, including but not limited to heating, ventilation and air-conditioning ("HVAC") service available to the Premises, which shall be operated and maintained by Landlord in satisfactory operating condition during the hours set forth on the Lease Summary to the standard and in a manner customary in other Class A office buildings in the local market, or submarket, if applicable. In the event any utility is disrupted through no fault of Tenant to such an extent that Tenant cannot operate in accordance with its legal obligations for a period of more than forty-eight (48) hours (excluding any outage due to a "Casualty" as hereinafter defined), the Rent payable under this Lease shall abate during the remaining period of disruption. Landlord will provide monthly energy consumption and cost data pursuant to section 255.257, *Florida Statutes*. Tenant will, at all times, attempt to act in a prudent manner to conserve the amount of utilities consumed.

**Section 5.2 Janitorial Services**

Landlord shall, at its own expense, furnish, without additional charge, janitorial services for general cleaning of the Premises, as well as the Building and Common Facilities, which shall include all necessary janitorial supplies and the provision of trash disposal. Landlord shall use reasonable efforts when selecting vendors to provide janitorial services in an effort to secure vendors with honest and efficient employees. Tenant agrees to report promptly to Landlord any neglect of duty or any incivility on the part of such vendors which in any way interferes with the full enjoyment of the Premises rented by the Tenant.

**Section 5.3 Trash and Rubbish Removal**

Landlord shall, at its own expense, keep the Property clean, both inside and outside at his own expense, and shall see that all garbage, trash, and all other refuse is removed from the said Property.

**Section 5.4 Pest Control**

Landlord shall, at its own expense, keep the demised Property free from infestation by termites, rodents, and other pests and shall repair all damage caused to the demised Property by the same during the term of this Lease.

**Section 5.5 Light Fixtures**

Landlord shall, at its own expense, provide lighting fixtures as required in the Premises, Building and Common Facilities and the services related to the same. Landlord shall be responsible for replacement of all bulbs, ballasts, lamps, starters, and tubes used in such fixtures for the purposes of furnishing light as needed thereafter.

### **Section 5.6 Telephone and Internet**

Landlord shall, at its own expense, provide for Tenant's use, and in good working order, the minimum telecom and data systems at the Building including the improvements more particularly described as a part of the **Leasehold Improvements** on **Exhibit B** (collectively, the "**Building IT Systems**"). Landlord shall maintain the Building IT Systems in good working order and make system upgrades necessary to maintain a commercially reasonable standard for buildings of a type comparable to the Building. Tenant will be responsible for connecting its own IT/telecom/data network equipment to the Building IT System. Tenant shall promptly pay all service charges for telephone and internet services provided to the Premises directly to the service providers.

### **Section 5.7 Security**

The Landlord, at its own expense, shall be responsible for providing sufficient security for the Building and Common Facilities at all times during Tenant's use and operation.

## **ARTICLE 6 – USE AND OCCUPANCY**

### **Section 6.1 Use & Quiet Enjoyment**

The Premises shall be used and occupied by Tenant solely for the Permitted Use set forth in the Lease Summary and for no other purpose. Tenant shall have the right but not the obligation to conduct its operations during the hours set forth in the Lease Summary. Tenant agrees and understands that the Premises shall not be used for any other purpose, unless written consent by Landlord is first obtained. Landlord warrants, covenants, and agrees that if Tenant shall pay all rents due to Landlord from Tenant hereunder and perform all the covenants of the Lease to be performed by Tenant, then Tenant shall, during the Term hereof, freely, peaceably and quietly occupy and enjoy the full possession of the Premises, together with all appurtenances and all other rights and privileges herein granted, free of any interference and without hindrance or interruption by Landlord or any other person(s). Specifically, Landlord shall not permit the quality and manner of Tenant's egress and ingress to and from the Premises through the Building and Common Facilities, including, without limitation, the parking lots, parking garages, elevators, stairwells, lobbies or hallways of the Building, as such access exists on the Commencement Date, to be impeded by Landlord or any other person(s) whatsoever.

### **Section 6.2 Landlord's Representations and Warranties.**

Landlord hereby represents and warrants to Tenant that, as of the Effective Date:

(a) Landlord has good and marketable title to the Property, free and clear of any mortgage, deed of trust, or other encumbrance whatsoever, except for those identified in writing by Landlord to Tenant prior to the Effective Date, and Landlord possesses full power and authority to deal therewith in all respects and no other party has any right, right of first refusal, or option thereto or in connection therewith;

(b) As a condition precedent of this Lease, Landlord represents and warrants that the Premises, Building, and Common Facilities comply with sections 255.21 and 255.211, *Florida Statutes*, Section 504 of the Rehabilitation Act (1973), as amended, and the Americans with Disabilities Act (1990), as amended, as well as the Florida Building Code (Section 553.73, F.S.), which are incorporated herein by the reference.

(c) the Property is zoned so as to permit Tenant to use and operate the Premises for the Permitted Use, and there are no easements, covenants, conditions, restrictions, rights-of-way, governmental rules, statutes, ordinances, moratoria, policies or plans which would prohibit or interfere with the operation of Tenant's business upon the Premises;

(d) there are no pending or, to Landlord's best knowledge, threatened condemnation proceedings or other governmental, municipal, administrative or judicial proceedings affecting the Property;

(e) there are no pending or, to Landlord's best knowledge, threatened actions or legal proceedings affecting the Property;

(f) there are no unpaid special assessments for sewer, sidewalk, water, paving, gas, electrical or power improvements or other capital expenditures or improvements, matured or unmatured, affecting the Property;

(g) this Lease and the consummation of the transactions contemplated herein are the valid and binding obligations of Landlord and do not constitute a default (or an event which, with the giving of notice or the passage of time, or both, would constitute a default) under, nor are they inconsistent with, any contract to which Landlord is party or by which it is bound;

(h) there are no outstanding notices of, nor, to Landlord's best knowledge, are there, any violations of any law, regulation, ordinance, order or other requirements of any governmental authority having jurisdiction over or affecting any part of the Property;

(i) Landlord is not obligated upon any contract, lease or agreement, written or oral, with respect to the ownership, use, operation or maintenance of any part of the Property which will adversely impact Tenant's use of the Premises for the Permitted Use;

(j) Landlord is duly organized and existing under the laws of the State of Florida and has full power and authority to enter into this Lease and the transactions contemplated hereby and to perform its obligations hereunder and by proper action has duly authorized the execution and delivery of and performance under this Lease; and

(k) Landlord shall notify Tenant immediately if at any time prior to the Commencement Date any of the foregoing representations and warranties in this paragraph become untrue or incorrect.

(l) Landlord does not know or have reason to know of the presence of any asbestos containing materials or other hazardous materials in the Premises, Building or any Common Facilities. Landlord certifies that the Building and Property comply with the requirements of § 1013.365, Florida Statutes.

### **Section 6.3 Occupancy Regulations**

Tenant agrees that it:

(a) will not use the plumbing facilities for any purpose other than that for which they are constructed and will not permit any foreign substance of any kind to be thrown therein. The expense of repairing any breakage, stoppage, seepage or damage whether occurring on or off the Premises, resulting from a violation of this provision by Tenant's or Tenant's employees, agents or invitees shall be borne by Tenant except where covered under Landlord's insurance;

(b) will comply with all laws and ordinances and all rules and regulations of governmental authorities with respect to Tenant's use of the Premises; and

(c) will use only such electrical appliances as will not overload the electrical service of the Premises as supplied by Landlord.

The parties further acknowledge the requirements in subsection (b) above for compliance with applicable laws and ordinances are exclusive to Tenant's use of the Premises, and Landlord shall at all times, at Landlord's expense, remain fully responsible as owner of the Premises for ensuring the Premises, Building and Common Facilities are maintained in compliance with all local health, building, and safety codes and inspection requirements, including any associated fees.

**Section 6.4 Relocation                      **INTENTIONALLY DELETED.****

**Section 6.5 Normal Building Hours and Access**

Normal business hours of the Landlord are Monday – Friday, 8:30 a.m. – 5:30 p.m. The Premises will have a private entrance that will allow access to the Building and Premises outside of normal hours. Landlord will provide Tenant with a security code for alarm deactivation. Tenant will provide Landlord with a contact list of employees who will have keys/access to the Building. Landlord will provide Tenant with three (3) sets of physical keys for use by Tenant’s director, their designee, and the School Resource Officer (SRO).

**Section 6.6 Additional Tenants.**

Except for the existing tenants, Landlord shall notify Tenant of any potential additional tenants in the Building during the Term. Tenant shall provide its approval or disapproval of any such potential tenant in writing within ten (10) days of Landlord's notification to Tenant of Landlord's intention to lease to such potential tenant. If Tenant fails to notify Landlord of its approval or disapproval it shall be deemed that Tenant approved such tenant. Tenant shall not unreasonably delay, condition, or withhold its approval and may disapprove of such tenant only in the event such tenant's business is illegal, immoral, related to the adult entertainment industry, or if such tenant's employees, customers, clients or invitees are of a type or character which will disrupt or not be compatible with the Tenant's use of its Premises. It shall be presumed that a tenant with a business or professional use which complies with the current the zoning of the Property, shall be acceptable unless Tenant can establish that such tenant's business is in fact illegal, immoral, related to the adult entertainment industry, or if such tenant's employees, customers, clients or invitees are of a type or character which will disrupt or not be compatible with the Tenant's Permitted Use of its Premises.

**ARTICLE 7 - MAINTENANCE**

**Section 7.1 Tenant’s Responsibilities**

During the Term, Tenant will, at all times, take good and ordinary care for the preservation of the Premises in the same order and condition maintained by Landlord pursuant to Section 7.2, ordinary wear and tear and “Casualties” (as hereinafter defined) excepted, and subject to Landlord’s obligation to furnish janitorial services pursuant to Section 5.2.

**Section 7.2 Landlord’s Responsibilities**

At Landlord’s expense, Landlord shall maintain, repair and replace as necessary, the Building, Common Facilities, and the Premises, including, but not limited to:

- (a) Interior Areas: Landlord shall perform interior maintenance and repairs as may be necessary due to normal usage in accordance with generally accepted good practices for other first-class office buildings of like size and quality located in the same market, or submarket if applicable, including repainting, the replacement of worn or damaged floor covering and repairs or replacement of interior equipment as may be necessary due to normal usage; further, Landlord hereby accepts and agrees to the procedure contained in the Air Quality Addendum attached hereto as **Exhibit I**;
- (b) Exterior Areas: including, but not limited to, the roof (specifically, keeping the roof free of leaks), load bearing walls, foundations, floor slabs, columns, exterior walls, imbedded utility lines, gutters, downspouts and subfloors, HVAC;

- (c) Common Facilities, Outside Areas, & Landscaping: Landlord shall maintain the Common Facilities outside the Building, including the parking lot, driveways, sidewalks, landscaping to a commercially reasonable standard for buildings of a type comparable to the Premises owned by reasonable and prudent commercial landlords and in a manner consistent with the operation of a first class office building. Specifically, the Landlord shall incorporate regular landscaping services, including mowing, edging, bed work, trimming of bushes and trees. The standard for such service shall be that of other multi-tenant office buildings of like size and quality located in the same market, or submarket if applicable. The Landlord shall contract to have all landscaped areas maintained at least one (1) day per week during the growing season (approximately April through November);
- (d) Utilities: Landlord shall maintain within the Premises, Building and Common Facilities, all utilities and utility component systems, including but not limited to electrical components, lighting fixtures and components, plumbing, heating, ventilation and air-conditioning (“HVAC”) service available to the Premises, which shall be operated and maintained by Landlord in satisfactory operating condition during the hours set forth on the Lease Summary to the standard and in a manner customary in other Class A office buildings in the local market, or submarket, if applicable.
- (e) Structural Elements: Landlord shall maintain and repair all other interior and exterior structural elements of the Premises, Building, and Common Facilities, so as to keep the same in good order and repair throughout the Term of this Lease;
- (f) Windows: Landlord shall be responsible for the replacement of all windows broken or damaged in the Premises, except such breakage or damage caused to the exterior of the Premises by Tenant, its officers, agents or employees unless covered under Landlord's insurance;
- (g) Fire Protection: Landlord shall provide for fire protection during the Term of this Lease in accordance with the fire safety standards of the State Fire Marshal, including all necessary fire protection equipment such as fire extinguishers and sprinklers. Landlord shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. Landlord agrees that the Premises shall be available for inspection by the State Fire Marshal, prior to occupancy by Tenant, and at any reasonable time thereafter.
- (h) Normal Wear and Tear Maintenance: For purposes of this Lease, the parties agree that the useful life of the paint, carpet, and floor coverings used within the Premises and Building is five (5) years. Accordingly, Landlord shall re-carpet, re-cover the floor, and re-paint the Premises every five years following the Effective Date and throughout the Term of the Lease. Any newly installed floor covering, carpet, or fresh paint shall reasonably match the quality and color of the floor covering, carpet, and paint within the original Premises.

All repairs, replacements and restorations made by Landlord shall be equal or better in quality and class to the originals thereof and shall be completed in compliance with applicable law. Landlord shall expeditiously commence and complete any repairs or replacements required by the terms of this Lease. The Landlord warrants that, at Landlord's expense, all building systems listed in this section 7.2 shall be in working order and in full compliance with all applicable code and inspection requirements upon initial occupancy by Tenant and throughout the Term. Landlord shall maintain the Property (interior and exterior) so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect and which may subsequently be enacted during the Term. Any physical changes to the Property, which may be required to be made to the facility as a result of changes in ordinances and codes, shall be done by Landlord at Landlord's sole cost and expense.

## **ARTICLE 8 - SIGNS, FIXTURES AND ALTERATIONS**

### **Section 8.1 Signs**

To the extent not included in the Leasehold Improvements, Tenant shall not place or erect any signs, decorative devices, awnings, canopies or other advertising matter visible from the exterior of the Premises without the prior written consent of Landlord. Landlord's consent shall not be unreasonably withheld, conditioned, or delayed. Interior signs on doors shall be inscribed, painted, or affixed at the expense of Landlord and shall be of a size, color and style acceptable to Landlord.

### **Section 8.2 Trade Fixtures**

All trade fixtures installed by Tenant in the Premises, including smartboards, shall be the property of Tenant and shall be removed at the expiration or sooner termination of the Lease, provided that any damage caused by such removal is promptly repaired at Tenant's expense. If Landlord must make the required repairs due to Tenant's removal of trade fixtures, Tenant shall reimburse Landlord within thirty (30) days of receipt of Landlord's invoice specifying the reasonable expenses incurred. Trade fixtures shall include all fixtures, machinery, equipment, appurtenances, and appliances placed or installed on the Premises by Tenant. If Tenant fails to remove any such trade fixtures upon expiration or sooner termination of the Term of this Lease, such trade fixtures shall be deemed abandoned and shall become the property of Landlord. Any lighting fixtures, heating and air conditioning equipment, plumbing and electrical systems and fixtures and floor covering shall not be deemed to be trade fixtures, whether installed by Tenant or by any other party, and shall not be removed from the Premises but shall upon installation become the property of Landlord without any compensation to Tenant.

### **Section 8.3 Alterations**

Other than the improvements described in Section 1.4 of this Lease, Tenant shall not make any changes, alterations, or improvements to the Premises that are structural (including HVAC, electrical, or plumbing) or cost more than \$10,000.00 without Landlord's prior consent, which shall not be unreasonably withheld, conditioned or delayed. If requested by Landlord, Tenant shall submit to Landlord reasonable plans and specifications for the proposed work and an estimate of the anticipated cost thereof. Landlord may impose reasonable conditions such as to permits, insurance, bonds, and waivers and releases of mechanic's liens as Landlord deems advisable or necessary. Any alterations, additions or improvements made by Tenant with the consent of Landlord shall become the property of Landlord and shall remain upon the Premises at the expiration or sooner termination of this Lease.

### **Section 8.4 Mechanic's Liens**

Tenant shall not permit any lien or claim for lien of any construction, mechanic, laborer or supplier to be filed against the Premises. If any such lien, notice or claim, is filed, Tenant shall within thirty (30) days after notice of the filing thereof cause said lien, notice or claim to be removed and discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or as otherwise permitted by law; provided, however, that Tenant shall have the right to contest the amount or validity, in whole or in part, of any such lien, notice or claim by appropriate proceedings but in such event Tenant shall promptly bond over such lien, notice or claim with a surety company reasonably satisfactory to Landlord and shall prosecute such proceedings with due diligence. If Tenant fails to so discharge or bond such lien within the time periods provided, Landlord may at its election, after written notice to Tenant, remove or discharge such lien, notice or claim by paying the full amount thereof, or otherwise, and without any investigation or contest of the validity thereof, and Tenant shall pay to Landlord upon demand, as additional rent, the amount paid by the Landlord, including Landlord's reasonable costs, expenses and counsel fees.



## **ARTICLE 9 – INSURANCE & LIABILITY**

### **Section 9.1 Tenant’s Insurance**

Tenant shall insure through a State of Florida program, or self-insure, at its own cost and expense, its fixtures, furnishings, equipment and personal property which it may use or store on the Premises. Tenant, as a public body corporate of the State of Florida, participates in the State of Florida’s Risk Management Trust Fund for purposes of general liability, workers’ compensation, and employer’s liability insurance coverage, with said coverage being applicable to Tenant’s officers, employees, servants, and agents while acting within the scope of their employment or agency. Tenant shall provide to Landlord copies of certificates evidencing the aforementioned insurance coverage upon Landlord’s request. However, as a public entity, Tenant cannot name another party as an additional insured.

### **Section 9.2 Landlord’s Insurance**

Landlord shall, throughout the Term of this Lease, maintain (i) fire, windstorm and extended coverage (Causes of Loss-Special Form coverage) insurance in an amount adequate to cover the full replacement costs of the Premises (including Leasehold Improvements), the Building, and Common Facilities covering loss occasioned by a “Casualty” as hereinafter defined, and (ii) comprehensive general public liability and property damage insurance covering the Building and Common Facilities in reasonable and customary amounts of coverage and premium costs that a prudent landlord of a building of comparable size, age, and location would carry (**but with a minimum coverage of at least \$2,000,000 per claim**). Landlord shall name through written endorsement Tenant as additional insured on the comprehensive general liability insurance and provide Tenant with a certificate of such insurance evidencing same. Landlord’s insurer(s) shall be licensed to do business in the State of Florida and have a minimum A.M. Best’s financial rating of A-/VII.

### **Section 9.3 Waiver of Subrogation      INTENTIONALLY DELETED.**

### **Section 9.4 Liability**

**TO THE EXTENT AUTHORIZED AND PERMITTED BY LAW, LANDLORD AND TENANT AGREE TO ACCEPT RESPONSIBILITY FOR ANY INJURIES OR DAMAGES ARISING FROM THE NEGLIGENT AND WRONGFUL ACTS OF THEIR RESPECTIVE EMPLOYEES, OFFICERS AND AGENTS ACTING WITHIN THE SCOPE OF THEIR EMPLOYEMENT. HOWEVER, NOTHING HEREIN SHALL CONSTITUTE OR BE CONSTRUED AS AN INDEMNITY OR A WAIVER OF SOVEREIGN IMMUNITY ENJOYED BY TENANT BEYOND THE LIMITATIONS SET FORTH IN SECTION 768.28, FLORIDA STATUTES, OR ANY OTHER LAW PROVIDING LIMITATIONS ON CLAIMS.**

## **ARTICLE 10 - DAMAGE OR DESTRUCTION**

### **Section 10.1 Damage or Destruction**

If the Premises (including the Leasehold Improvements), the Building in which the Premises may be located, or the Common Facilities are damaged or destroyed by fire, flood, lightning, storm, or other casualty, which includes, but is not limited to wind, water, hail, sinkholes, or acts of third parties such as vandalism, malicious mischief, and sprinkler or pipe leakage (herein “Casualty” or Casualties”), the Landlord shall within thirty (30) days of such Casualty notify the Tenant (the “Landlord’s Notice”) whether Landlord elects to repair the damage and restore the damaged portion of the Property, including the Leasehold Improvements, to the condition existing immediately prior to such Casualty at Landlord’s own costs and expense, and, if so, whether in the reasonable determination of the Landlord the damage can be repaired within one hundred twenty (120) days of such notice (the “Restoration Period”). If Landlord elects not to repair the damage then this Lease will terminate

effective as of the date of the Casualty and the Rent shall be prorated as of that date. If Landlord elects to repair the damage and (i) the damage substantially interferes with Tenant's ability, in its reasonable judgment, to conduct its business therefrom, or (ii) if the repairs and restoration cannot be completed within the Restoration Period as determined by Tenant, then Tenant may, at its option, within thirty (30) days of the receipt of the Landlord's Notice, terminate this Lease effective as of the date of the Casualty and the Rent shall be prorated as of that date. If Landlord has elected to make the repairs and if Tenant has not exercised its right to terminate as set forth above, the Landlord shall within thirty (30) days from the date of the Landlord's Notice, commence the repairs and restoration and proceed with all due diligence to restore the damaged areas to substantially the same condition in which they were in immediately prior to the occurrence of the Casualty. In the event the Landlord fails to deliver to the Tenant a Landlord's Notice within the required thirty (30) day period, or fails to complete the repairs and restoration within the Restoration Period, then the Tenant shall have the right to terminate this Lease as of the date of the Casualty. Landlord shall have no obligation to restore fixtures, improvements, furniture, equipment or other personal property of Tenant. In the event of termination of the Lease pursuant to this paragraph, Landlord will immediately refund the prorated part of any Rent paid in advance by Tenant prior to such destruction, and, to the extent Tenant has paid for the Leasehold Improvements, Landlord shall pay Tenant for the unamortized portion of the Leasehold Improvements pursuant to Section 1.4.

### **Section 10.2 Minor Damage**

Notwithstanding anything herein to the contrary, if the repair and restoration costs of the damaged portion of the Property are less than \$100,000.00, then Landlord shall be obligated to commence and complete the repair, rebuild, and restoration of the damaged Property, including the Leasehold Improvements, within ninety (90) days following the Casualty thereby restoring the damaged portion of the Property, including the Leasehold Improvements, to the condition existing immediately prior to such Casualty, at Landlord's own cost and expense without regard for whether or not there are adequate insurance proceeds. Tenant shall have the right to terminate this Lease, effective as of the date of the Casualty, with rent being prorated as of the date of such Casualty, in the event the Casualty damages to the Premises or those Casualty Damages impacting the use of or access to the Premises or otherwise resulting in a material interference with the operations of Tenant's business are not repaired within the ninety (90) day period. In the event of termination of the Lease pursuant to this paragraph, Landlord will immediately refund the prorated part of any Rent paid in advance by Tenant prior to such destruction, and, to the extent Tenant has paid for the Leasehold Improvements, Landlord shall pay Tenant for the unamortized portion of the Leasehold Improvements pursuant to Section 1.4.

### **Section 10.3 Rent Abatement or Reduction**

For such period of time as Tenant cannot, in its reasonable judgment, conduct its business from the Premises as a result of the condition of the Premises, the Common Facilities, or the Building of which the Premises may be a part, or caused by an interruption thereof because of reconstruction activities, the Rent shall abate. To the extent and during the time that only a portion of the Premises is tenantable and to the extent that Tenant is able in its reasonable judgment to conduct its business therefrom, the Tenant shall receive a fair diminution of Rent. Such abatement or diminution shall continue until the earlier to occur of (a) the date the Tenant reopens for business; or (b) thirty (30) calendar days after substantial completion of Landlord's repair or restoration work.

## **ARTICLE 11 - EMINENT DOMAIN**

### **Section 11.1 Taking**

If by any lawful authority through condemnation or under the power of eminent domain: (a) the whole of the Premises shall be taken; (b) less than the entire Premises shall be taken, but the remainder of the Premises are not, in reasonable judgment, fit for Tenant to carry on its business therein; (c) a taking occurs and Tenant determines, in its reasonable judgment, that after such taking adequate parking space will not be available near

the Premises; (d) there is any substantial impairment of ingress or egress from or to or visibility of the Premises; or (e) all or any portion of the Common Facilities, if any, shall be taken resulting in a material interference with the operations of Tenant's business, then in any such event, Tenant may terminate this Lease, effective as of the date of such taking, and the Rent and other sums paid or payable hereunder shall be prorated as of the date of such termination.

### **Section 11.2 Rent Adjustment**

Unless this Lease is canceled as above provided, commencing with the date possession is acquired by the condemning authority, the Rent shall be reduced in proportion to the ratio that the value of the Premises immediately following such taking bears to the value of the Premises immediately prior to such taking, and Landlord shall restore the Premises, at Landlord's cost and expense, to a complete architectural unit. During such restoration the Rent shall be abated to the extent the Premises are rendered untenable.

### **Section 11.3 Awards**

All compensation awarded or paid in any such eminent domain proceeding shall belong to and be the property of Landlord without any participation by Tenant, except that nothing contained herein shall preclude Tenant from prosecuting any claim directly against the condemning authority in such eminent domain proceeding for the value of its leasehold estate (if the Lease terminates), its relocation costs, its unamortized Leasehold Improvements and trade fixtures, loss of business and the like.

## **ARTICLE 12 - ASSIGNMENT AND SUBLETTING**

### **Section 12.1 Assignment and Subletting**

(a) Upon written notice to Landlord, Tenant may assign this Lease to a separate entity established solely for the purpose of operating the developmental laboratory charter school authorized by the University.

(b) Upon written notice to Landlord, Tenant may sublet all or any part of the Premises to any entity which is directly related to Tenant.

(c) Otherwise shall not assign this Lease nor sublet all or any part of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. For the purposes of this section, any mortgage, conveyance, transfer, or encumbrance of this Lease and any transfer of any right to possession or use of the Premises shall be deemed an assignment or subletting.

(d) Consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting.

(e) If the Premises are occupied by anyone other than Tenant, whether as assignee, subtenant, concessionaire or otherwise, Landlord may collect rent from such occupant, and apply the amount collected to the Rent reserved under this Lease and acceptance of such rent shall not be deemed a consent to any such occupancy or any such other party.

(f) Any consent by Landlord to any assignment of this Lease may be conditioned upon the assignee assuming the full and faithful performance of all the terms and conditions of this Lease and upon the continued liability of Tenant under all the terms hereof. Any consent by Landlord to any subletting may be conditioned upon the subtenant's express agreement to be bound by the terms, covenants and conditions and restrictions of this Lease applicable to Tenant.

(g) Upon an assignment to the entity described in subsection (a) above, the University shall be relieved of any and all obligations and liabilities under this Lease.

**Section 12.2 Sale by Landlord – Notice of Sale**

In the event Landlord proposes to sell the property containing the Premises, Building, or any of the Common Facilities, or transfer more than fifty percent (50%) of the stock or membership interest in Landlord (by sale or otherwise), or otherwise assign or transfer Landlord’s interest in this Lease, then Landlord shall provide Tenant written notice of the same thirty (30) days prior to the consummation or closing of the sale or transfer.

**ARTICLE 13 - SUBORDINATION AND ESTOPPEL CERTIFICATES**

**Section 13.1 Subordination**

This Lease shall be subject and subordinate to any mortgage or mortgages affecting the Premises existing as of the Effective Date. If any mortgagee so requests, Tenant shall execute, acknowledge and deliver Tenant’s standard agreement confirming the same. In addition, no later than thirty (30) days prior to the Commencement Date, Landlord will obtain from every mortgagee, lessee, and holder of a deed of trust or any other instrument creating a lien upon the Premises, an agreement in a form acceptable to Tenant wherein the mortgagee(s), lessee(s) and holder(s) of the deed(s) of trust or other instruments agree not to disturb Tenant’s possession, deprive Tenant of any rights or increase Tenant’s obligations under the Lease (each a “Subordination, Non-Disturbance and Attornment Agreement”). Landlord agrees not to further mortgage or encumber the fee from the Effective Date unless Landlord obtains a Subordination, Non-Disturbance and Attornment Agreement from such mortgagee(s), lessee(s) and holder(s) of the deed(s) of trust or other instruments in a form acceptable to Tenant. Upon the failure of Landlord to timely comply with this paragraph, Tenant may terminate the Lease and the parties shall be released from any further liability.

**Section 13.2 Estoppel Certificates**

Within twenty (20) days after request by Landlord, but no more frequently than once per calendar year, Tenant agrees to deliver a Lease Statement as shown in **Exhibit F** (“Form of Lease Statement, Estoppel Certificate”). Tenant shall, in the event of any foreclosure, attorn to the purchaser as a Landlord under this Lease, provided that such purchaser shall agree in writing to assume all obligations of Landlord hereunder.

**ARTICLE 14 - RIGHTS OF LANDLORD**

**Section 14.1 Right of Entry**

Landlord or Landlord's agents or such persons as Landlord may authorize may enter the Premises at any time in the event of an emergency (provided Landlord supplies the names of personnel or agents approved for access to Premises) or at other reasonable times during business hours upon prior seven (7) days prior notice to Tenant, for purposes of examination, exposition to prospective Tenants of the Premises (during the last three (3) months of the Term), exposition to prospective purchases of the Premises or project in which the Premises is located, and making repairs to the Premises. Landlord may take into the Premises all material that may be required to make such repairs. In the event of an emergency, if Tenant or a designee of Tenant shall not be present to open and permit entry into the Premises at any time when such entry shall be necessary or permissible, Landlord or its agents may enter the Premises by a master key or may forcibly enter thereon, without rendering Landlord or such agent liable therefore and without affecting the obligations and covenants of Tenant. It is understood and agreed that the Landlord’s right of entry under this provision does not entitle Landlord to access any of Tenant’s files or confidential records, including all electronic records or films. During period of entry into the Premises, Landlord shall use its best efforts not to disrupt the operation of Tenant’s business. Furthermore, notwithstanding anything to the contrary herein, Tenant may restrict or prohibit Landlord’s access to the Premises as reasonably necessary to protect student privacy in accordance with applicable law, and to prevent any interference with or disruption to lectures, student instruction, or test taking by students.

## **ARTICLE 15 - DEFAULT AND REMEDIES**

### **Section 15.1 Events of Default and Remedies**

In the event either party fails to perform or neglects to observe any portion of the conditions or covenants herein contained, the non-defaulting party is required to give the defaulting party written notice setting forth in reasonable detail the nature and extent of such failure and the defaulting party will have thirty (30) days from receipt of said notice to cure such failure. If such failure cannot reasonably be completely cured within that thirty (30) day period, the length of such period shall be extended for the period reasonably required thereof, only if the defaulting party commences curing such failure within such thirty (30) day period and continues the curing thereof with reasonable diligence and continuity. If the failure shall continue after the cure period, the non-defaulting party shall have the right to pursue any remedy provided by applicable law. Landlord agrees to use all reasonable efforts to mitigate damages on account of any default by Tenant, including, specifically, all reasonable efforts to relet the Premises in the event Tenant vacates prior to the expiration of the Term and Tenant's termination rights provided herein are inapplicable. In no event shall Tenant be liable to Landlord or any other person for consequential, special or punitive damages, including, without limitation, lost profits.

### **Section 15.2 Tenant's Right to Cure Landlord's Default**

Subject to the provisions of Section 15.1, if Landlord breaches any covenant to be performed by it under this Lease, then Tenant after Notice to and demand upon Landlord as provided in Section 15.1, in addition to and without waiving any other right or remedy or releasing Landlord from any obligation hereunder, may (but shall be under no obligation at any time) make such payment or perform such act for the account and at the expense of Landlord. All sums so paid by Tenant and all costs and expenses so incurred (including, without limitation, reasonable attorney's fees), shall be paid by Landlord, to Tenant on demand. All sums not paid by Landlord within thirty (30) days shall bear interest thereon at the interest rate of 10% per annum (compounded monthly) from the date on which such sums or expenses were originally paid or incurred by Tenant. If Landlord does not pay such invoice together with accrued interest within ninety (90) days after Landlord receives the invoice, then Tenant may thereafter abate, offset and/or recoup against the Rent the amount set forth in such invoice plus any interest which has accrued pursuant to the immediately preceding sentence. The rights of Tenant hereunder to cure and to secure payment from Landlord in accordance with this Section 15.2 shall survive the termination of this Lease with respect to the Premises.

### **Section 15.3 Legal Costs and Attorney's Fees**

All parties shall be responsible for their own legal costs, including attorneys' fees, paralegal fees, legal assistants' fees and costs including those incurred on the appellate level, for any actions taken as a result of failure by any party to comply with any terms of this Lease or in any way arising out of this Lease.

### **Section 15.4 Waiver of Defaults**

The waiver by either party of any breach of this Lease shall not be construed as a waiver of any subsequent breach on any duty or covenant imposed by this Lease. No waiver of any provision of this Lease shall be effective unless in writing signed by the party to be charged. No delay in acting with regard to any breach shall be construed as a waiver of such breach.

## **ARTICLE 16 - NOTICES**

### **Section 16.1 Notices**

All notices, demands, requests or other instruments that are required or may be given under this Lease shall be given either in person, by nationally recognized overnight courier or by U.S. mail, postage prepaid, registered or certified, return receipt requested, addressed at the addresses set forth in the Lease Summary. Such addresses may be changed by either party by notice delivered as above provided to the other party. Notice shall be deemed to have been given when actually delivered in person or by public courier, or three (3) days after when mailed, as shown by a postage mailing statement. Tenant shall not be required to send a copy of any notice sent to Landlord to a mortgagee of Landlord.

## **ARTICLE 17 - SURRENDER OF PREMISES**

### **Section 17.1 Surrender**

At the expiration or earlier termination of this Lease, Tenant shall peaceably surrender the Premises, broom clean and in the same condition of repair as maintained by Landlord pursuant to Section 7.2, excepting therefrom any ordinary wear and tear, and any damage from Casualty or condemnation. At such time, Tenant shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of rent and shall, in accordance with Section 8.2, remove all its trade fixtures before surrendering the Premises and shall repair any damage to the Premises caused thereby. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

## **ARTICLE 18 - MISCELLANEOUS PROVISIONS**

### **Section 18.1 No Broker**

Except for agents listed on the Lease Summary, all of whom shall be paid by Landlord (if any), each party represents to the other party that it has incurred no other claims for brokerage commissions or finder's fees in connection with this Lease.

### **Section 18.2 Force Majeure**

Whenever a day is appointed herein on which, or a period of time is appointed within which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is interfered with, the doing or completion of such act, matter or thing because of strikes, lock-outs, embargoes, unavailability of labor or materials, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control.

### **Section 18.3 Landlord Consent**

Unless otherwise expressly stated herein, whenever Landlord's consent is required under this Lease, such consent shall not be unreasonably withheld, qualified or delayed.

**Section 18.4 Holding Over**

Any holding over after the expiration of the Term with the consent of Landlord shall be construed to be a month-to-month tenancy terminable by either party upon thirty (30) days' notice but otherwise subject to the terms of this Lease. If Tenant holds over without Landlord's consent, such tenancy shall be construed as a tenancy at sufferance and Tenant shall pay as holdover rent an amount equal to 1.35 times the rent payable during the last month of the Term, prorated for each day that Tenant fails to surrender possession of the Premises to Landlord.

**Section 18.5 Recording**

Neither Landlord nor Tenant shall record this Lease without the prior written consent of the other party. Each party hereto agrees that, upon the request of, and at the expense of, the requesting party, the other party will execute a short form or memorandum of lease in recordable form.

**Section 18.6 Entire Agreement**

This Lease and all exhibits and attachments attached hereto, together with FSU ITN 6463-A, and Landlord's Response thereto (both of which are incorporated herein by the reference), set forth the entire agreement between the parties pertaining to the subject matter herein, superseding all prior agreements or understandings, and there are no other agreements, expressed or implied, oral or written, relating to the subject matter hereof, except as herein set forth. This Lease may not be amended, altered or changed except in writing executed by both parties.

**Section 18.7 Captions**

The captions, section numbers, and article numbers appearing in this Lease are inserted only for the convenience of the parties and shall not in any way affect the meaning or intent of any portion of this Lease.

**Section 18.8 Partial Invalidity and Construction**

The sections of this Lease are intended to be severable. If any section or provision of this Lease shall be held to be unenforceable by any court of competent jurisdiction, this Lease shall be construed as though such section had not been included in it. If any section or provision of the Lease shall be subject to two constructions, one of which would render such section or provision invalid, then such section shall be given that construction which would render it valid. The parties hereby agree this Lease shall not be construed more strongly against any party, regardless of who is responsible for its initial preparation as it is the final product of both party's efforts after having had an opportunity to review and comment.

**Section 18.9 Successors**

The provisions of this Lease shall be binding upon the respective parties hereto and their respective heirs, administrators, successors and assigns, provided that this provision shall not be deemed the consent by Landlord to any subletting or assignment by the Tenant except as expressly permitted herein.

**Section 18.10 Hazardous Substances**

Landlord represents and warrants to Tenant, to the best of Landlord's knowledge, the Property is free and clear of all "contaminants," "hazardous substances," and "pollutants" as those terms are defined in §376.301, Florida Statutes. Tenant shall not be responsible for any "Hazardous Substances" (as hereinafter defined) located on the Property at the time Landlord delivers possession of the Premises to Tenant (the "Pre-existing Conditions"). Tenant shall not use, generate, store, or dispose of Hazardous Substances on the Premises except those customarily utilized in connection with Tenant's operations. Such Hazardous Substances shall be used,

generated, stored and disposed of in accordance with applicable laws. For the purposes of this Lease, "Hazardous Substances" means any hazardous or toxic substance, chemical, material, or waste of any kind, petroleum, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws, and including but not limited to asbestos, lead based paint, radioactive and petroleum-related products. "Environmental Laws" shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations, agency orders or other governmental restrictions. For good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Landlord shall release, indemnify, defend, save and hold harmless Tenant from and against, and pay, reimburse and fully compensate as the primary obligor Tenant for, any and all claims, suits, judgments, loss, costs, damage, and liability of any kind which may be incurred by Tenant, including but not limited to Tenant's reasonable attorney's fees and costs, which arise directly, indirectly or proximately as a result of any Pre-existing Conditions or other disposal of any Hazardous Substances on the Property which (i) occurs after the Effective Date, and (ii) is caused by Landlord, its agents, licensees, invitees, subcontractors or employees with respect to the Property.

**Section 18.11 No Option**

The submission of this Lease for examination does not constitute a reservation of or option for the Premises, and the Lease becomes effective as a lease only upon execution and delivery thereof by Landlord and Tenant.

**Section 18.12 Compliance**

Landlord and Tenant enter into this Lease with the intent of conducting their relationship and implementing the provisions hereof in full compliance with applicable federal, state and local law.

**Section 18.13 Radon Gas Statutory Notice**

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit.

**Section 18.14 Public Entity; Liability; Sovereign Immunity**

In recognition that Tenant is a public body corporate of the State of Florida, Landlord and Tenant agree that nothing contained herein shall be construed or interpreted as (i) denying Tenant any remedy or defense available under the laws of the State of Florida; (ii) the consent of Tenant or the State of Florida or their agents and agencies to be sued; (iii) an indemnity from Tenant or the State of Florida, or (iv) a waiver of either Tenant's or the State of Florida's sovereign immunity beyond the limited waiver provided in section 768.28, *Florida Statutes*.

**Section 18.15 Termination for Lack of State Funding**

In accordance with applicable Florida law, regulations, and section 255.2502, *Florida Statutes*, Tenant's performance and obligation to pay under this Lease is contingent upon an annual appropriation by the Florida Legislature. In the event the Florida Legislature does not appropriate funds in a sufficient amount for Tenant to perform its obligations hereunder, Tenant may terminate this Lease without penalty upon written notice to Landlord. This Lease shall then cease, terminate and come to an end as if the date for such termination were originally fixed by this Lease for its expiration.



**Section 18.16 Termination for Relocation to State-Owned Building**

In accordance with applicable Florida law, regulations, and section 255.249, *Florida Statutes*, Tenant shall have the right to terminate this Lease, without penalty, in the event a University-owned or State-owned building becomes available to Tenant for occupancy during the Term of said Lease for the purposes of which this space is being used in the county within which the Premises are located, upon giving six (6) months advance written notice to the Landlord by Certified Mail, Return Receipt Requested. This Lease shall then cease, terminate and come to an end as if the date for such termination were originally fixed by this Lease for its expiration.

**Section 18.17 Public Records**

This Lease is subject to the Public Records Law of the State of Florida, Chapter 119, *Florida Statutes*. Landlord agrees and acknowledges that any books, documents, records, correspondence or other information kept or obtained by Tenant, or furnished by Landlord to Tenant, in connection with this Lease or the services contemplated herein, and any related records, are public records subject to inspection and copying by members of the public pursuant to applicable public records law, including Chapter 119, *Florida Statutes*. Tenant may unilaterally terminate this Lease at any time for Landlord's refusal to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, *Florida Statutes*, and made or received by either party in conjunction with this Lease.

**Section 18.18 Sexual Harassment Policy**

Landlord, including its officers, agents and employees, in conjunction with this Lease, agrees to abide by and comply with all provisions of the FSU Sexual Harassment Policy, dated July 1, 1998, and any revisions. Any violation of the provisions of the FSU Sexual Harassment Policy by Landlord, its officers, agents and employees, in conjunction with this Lease, shall be grounds for unilateral termination of this agreement, for cause, by Tenant.

**Section 18.19 Non-Discrimination and Equal Opportunity**

In connection with the performance of the Lease, the parties shall not discriminate against employees or applicants for employment because of race, creed, religion, color, ethnicity, sex, sexual orientation, marital status, veteran status, disability, age or national origin or any other protected group status.

**This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), (or for construction contractors, 41 CFR § 60-4.3(a)), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

**Section 18.20 Governing Law**

This Lease and all transactions governed by this Lease, or any claims or disputes arising therefrom, shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to principles of conflicts of laws, and for any such claim or dispute the parties agree that the jurisdiction and venue of such action shall lie exclusively within the courts of record of the State of Florida located in Leon County, Florida, and the parties specifically waive any other jurisdiction and venue.

**Section 18.21 No Third-Party Beneficiaries**

Nothing in this Lease, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Lease or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns.

**Section 18.22 Ratification**

NOTWITHSTANDING ANY OTHER PROVISION HEREIN, THIS LEASE SHALL NOT BE A VALID, BINDING AND ENFORCEABLE OBLIGATION OF TENANT UNLESS AND UNTIL SUCH LEASE IS RATIFIED BY THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES at a duly noticed public meeting scheduled for February 24, 2023 (the “**Ratification Date**”). If this Lease is not ratified by Tenant’s Board of Trustees on the Ratification Date, then Tenant may terminate this Lease without penalty and be relieved of all responsibility and obligation hereunder contingent upon Tenant reimbursing Landlord for all reasonable documented costs actually incurred by Landlord between the Effective Date and the Ratification Date. Tenant will make such payment within thirty (30) days of the Ratification Date if so terminated.

**Section 18.23 Exhibits and Attachments**

Any and all additional terms, covenants, or conditions appearing on exhibits or attachments attached hereto shall be deemed a part hereof and are hereby incorporated by this reference, and the parties shall complete them as required by their terms. The following exhibits are attached to this Lease:

Exhibit A – Description of the Property	Exhibit E – Certificate of Exemption
Exhibit B – Leasehold Improvements	Exhibit F – Form of Lease Statement Estoppel
Exhibit C – Buildout Allowance/Costs	Exhibit G – Landlord Disclosure Statement
Exhibit D – Lease Commencement Agreement	Exhibit H – Landlord Vendor Setup Forms
	Exhibit I - Air Quality Addendum

Landlord’s failure to submit these necessary forms may result in a delay to the execution of this Lease, a delay in the payment of Rent, or potentially in the termination of this Lease by Tenant.

**Section 18.24 Counterparts**

This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease, in several counterparts, each of which shall be deemed an original, as of the day and year first above written.

**LANDLORD:**

NORTHSTAR CHURCH, INC.,  
a Florida not for profit corporation

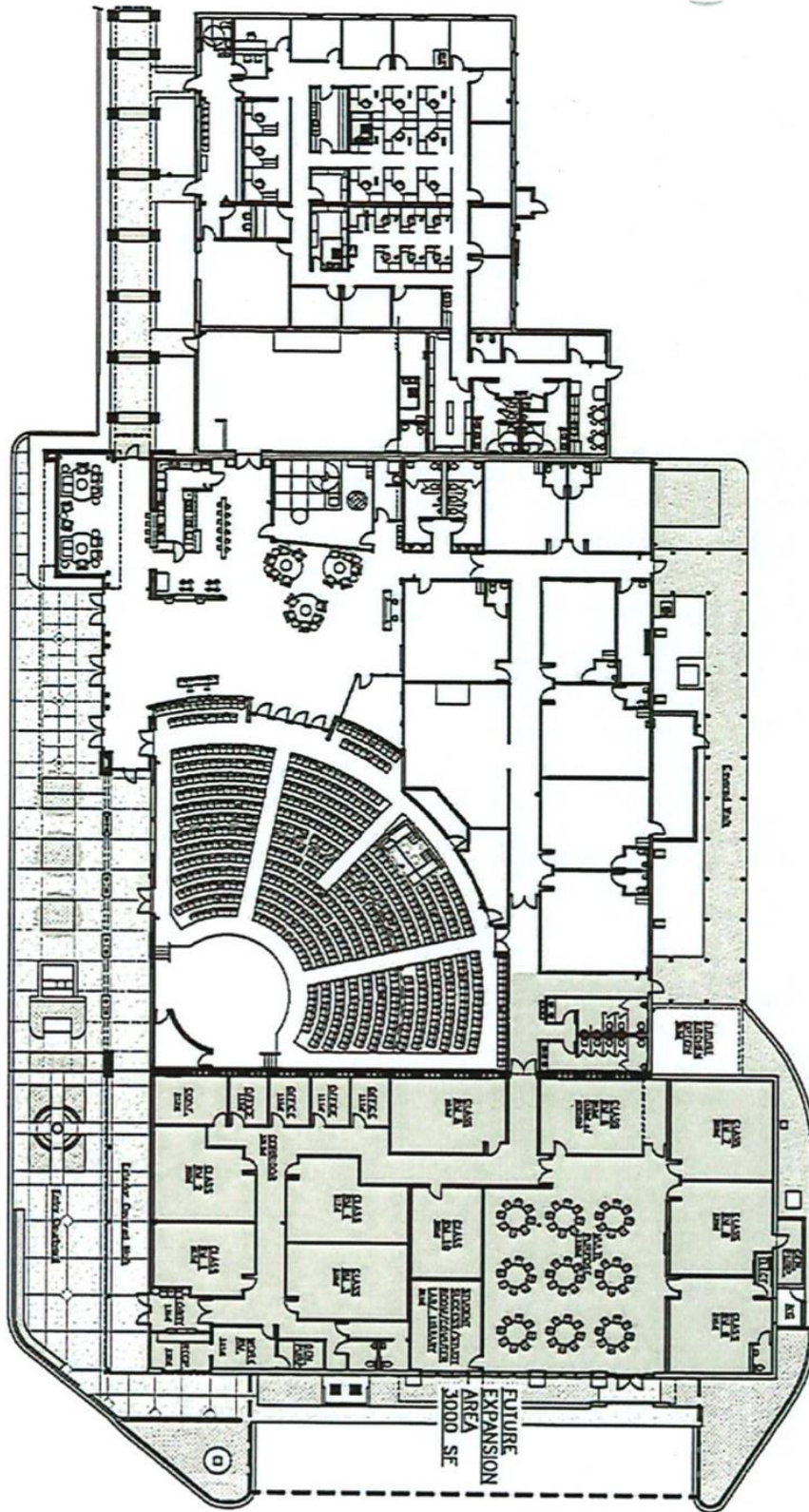
**TENANT:**

THE FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES, a public body corporate

By: \_\_\_\_\_  
Thomas Martin, Jr.  
As its President

By: \_\_\_\_\_  
Kyle Clark  
As its Senior Vice President  
of Finance and Administration

**Exhibit A**  
**PREMISES**



## Exhibit B LEASEHOLD IMPROVEMENTS

### FLAGALA Design Build, Inc.

2020 Watkins Avenue  
 Panama City, Florida 32407  
 850.236.7000

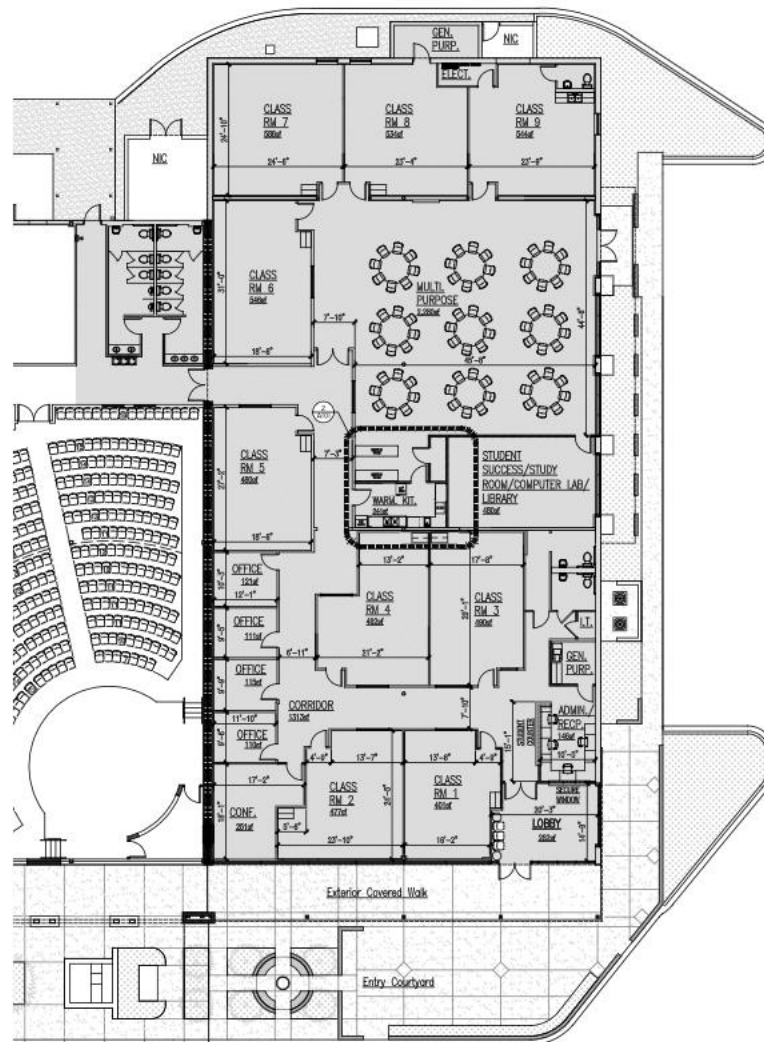
Schedule: **SOV-3**  
 Date: 1/24/2023  
 Project Name: FSU Panama City Collegiate High School  
 Project #: 22101  
 Cost Per Sqft. \$ 73.73  
 Bldg. Construction Area 12,306  
 Construction Total: \$ 907,295  
 A&E Total: \$ 58,974

Control Estimate - SOV

DIV. #	Description of Work	Project Total
<b>1</b>	<b>Exterior Hardscape</b>	
	1.1 Fencing - 6' tall chainlink from gate to gate on north property line	14,555.04
	1.2 Fencing - Northeast (swing) and Northwest (cantilever) Gates	15,657.60
	1.3 Entry Courtyard - Concrete walks	30,367.92
	1.4 Entry Courtyard & East Window - Split Face CMU barrier wall (50) - 5.5" pipe bollards \$21,529 / Decorative pipe bollards \$33,402	32,466.03
	<b>\$</b>	<b>93,046.59</b>
<b>2</b>	<b>Exterior Landscaping</b>	
	2.1 Plants & Ground Cover	15,657.60
	2.2 Irrigation	5,219.20
	<b>\$</b>	<b>20,876.80</b>
<b>3</b>	<b>Exterior Building</b>	
	3.1 Impact Film - Glass surface area	7,176.40
	3.2 Impact Film - Frame reinforcement	1,240.86
	3.3 Exterior Glass Door	25,497.10
	3.4 (3) Large Windows	72,056.28
	3.5 (3) North Classroom Windows 4' x 2'-8"	22,899.24
	3.6 Awning - 72" projection - 67' long - 402 sf	61,013.75
	3.7 Signage - Large Sign facing South, Smaller facing East	27,400.80
	3.8 Awning Lighting	3,392.48
	<b>\$</b>	<b>220,676.91</b>
<b>4</b>	<b>Interior Building</b>	
	4.1 New Paint - Scuff-X (1) coat primer (2) finish coats	46,452.55
	4.2 New Flooring - Base on LVT and new base throughout	78,066.31
	4.3 Private Bathrooms Renovation	17,614.80
	4.4 Gang Bathrooms Renovation <span style="color: red;">None</span>	-
	4.5 Ceiling Tile Replacement	26,571.96
	4.6 LED Light Conversions	16,346.53
	4.7 5 Interior Fans (UV Filters)	18,580.35
	4.8 Conference Room Expansion - Existing is 212 sf	6,614.03
	4.9 Work Room Addition - 67 sf	10,276.60
	4.10 Secured Reception / Lobby - 482 sf	53,770.81
	4.11 Computer Lab - 470 sf	40,523.17
	4.12 IT Room with Dedicated Air Conditioning - 17 sf	12,503.90
	4.13 (2) HVAC Replacement Units	39,144.00
	4.14 Classroom Base & Wall Cabinets - 36"	7,567.84
	4.15 Classroom Sink, Base & Wall Cabinets - 60"	2,544.36
	4.16 Interior Door / Room Signage	3,392.48
	4.17 (8) Interior Classroom to Corridor Windows 6' x 2'	29,331.90
	4.18 Existing Interior Doors, Hardware, Lite Kits	15,392.73
	4.19 Retractable power supply in Multipurpose	5,401.87
	<b>\$</b>	<b>430,096.21</b>
<b>5</b>	<b>Warming Kitchen &amp; Serving Line</b>	
	5.1 Warming Kitchen addition & cabinets - 305 sf	60,991.57
	5.3 Equipment	11,556.61
	<b>\$</b>	<b>72,548.18</b>
<b>6</b>	<b>Electronic Security &amp; Communications</b>	
	6.1 Data Cabling	18,363.76
	6.2 Access Control - (4) Doors	21,921.94
	6.3 Surveillance Cameras - Hardware & Install	8,757.82
	6.3 Intercom System - Hardware & Install	21,007.28
	<b>\$</b>	<b>70,050.80</b>
<b>Construction Total</b>		<b>907,295</b>
<b>7</b>	<b>A&amp;E Fees</b>	<b>\$ 58,974</b>
<b>Total Leaseholder Improvements (including 50% A/E)</b>		<b>299,450</b>
<b>Total Buildout Allowance (including 50% A/E)</b>		<b>656,819</b>
<b>Project Total</b>		<b>956,270</b>

**PRELIMINARY SPECIFICATIONS / PREMISES FLOOR PLAN**

Except where specifically noted as a responsibility of Tenant to provide or install, Landlord shall be responsible for construction of the Premises in accordance with the final plans and specifications which shall be pre-approved by Tenant and shall include, but not be limited to, those items specified in this Exhibit B and shown on Exhibit A. Reservation of the right of Tenant to select or coordinate certain items is not intended to designate those items as the responsibility of Tenant. There will be no additional charge to Tenant for construction/improvements to the Premises, other than the Rent amount specified in the Lease Provisions.



1 FLOOR PLAN  
3/32" = 1'-0"

**Exhibit C**

**LEASEHOLD IMPROVEMENT ALLOWANCE**

The Leasehold Improvement Allowance required to make ready the Premises include all items listed in Exhibit B attached with an estimated cost not to exceed \$675,000. In the event a change in scope or other circumstance results in an improvement cost over \$675,000, the Landlord shall notify Tenant and provide adequate details to justify the increased cost. Tenant shall have the right to (a) pay the overage directly to Landlord, or (b) cooperate with Landlord to have the rental rate adjusted to encompass the additional improvement expense.

**Exhibit D**

**LEASE COMMENCEMENT AGREEMENT**  
(if applicable)

With respect to that certain lease dated \_\_\_\_\_, 20\_\_ (“Lease”) between \_\_\_\_\_ (“Landlord”) and The Florida State University Board of Trustees (“Tenant”).

Pursuant to the provisions of the Lease, Landlord and Tenant hereby agree as follows:

The initial term of the Lease commenced on \_\_\_\_\_, 20\_\_ and shall terminate on \_\_\_\_\_, \_\_\_\_\_, unless sooner terminated or extended as therein provided.

Rent commenced on \_\_\_\_\_, 20\_\_ (the “**Commencement Date**”).

Except for latent defects and other defects of which Tenant has notified Landlord, to the best of their knowledge, Landlord and Tenant agree that, as of and through the date hereof, the parties have fully complied with and performed each and every of their respective obligations as set forth in the Lease.

Pursuant to Section 1.4(d) of the Lease, Landlord and Tenant agree the initial value of the Leasehold Improvements as of this Commencement Date is \$\_\_\_\_\_.

In witness whereof, the parties have executed and delivered this supplement to the Lease as of dates below.

LANDLORD:

TENANT:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Kyle Clark

Title: \_\_\_\_\_

Title: Vice President, Finance and Administration

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit E**  
**CERTIFICATE OF EXEMPTION**

0000008 10/08/14



**Consumer's Certificate of Exemption**

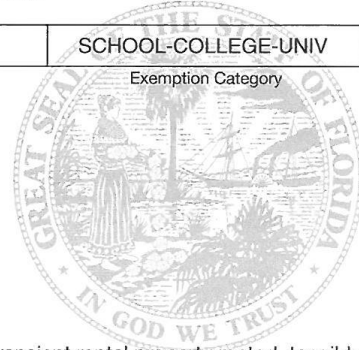
DR-14  
 R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012584914C-7	11/30/2014	11/30/2019	SCHOOL-COLLEGE-UNIV
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

THE FLORIDA STATE UNIVERSITY  
 A2200 UNIVERSITY CENTER  
 TALLAHASSEE FL 32306-2390



is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



**Important Information for Exempt Organizations**

DR-14  
 R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



**Exhibit F**

**FORM OF LEASE STATEMENT**

**ESTOPPEL CERTIFICATE**

THIS ESTOPPEL CERTIFICATE (hereinafter referred to as "Certificate") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, a public body corporate of the State of Florida, which is vested with the government, control and management of The Florida State University (hereinafter referred to as "Tenant").

**WITNESSETH:**

WHEREAS, Tenant and \_\_\_\_\_ (hereinafter the "Landlord") entered into a certain Lease Agreement dated as of \_\_\_\_\_, 20\_\_\_, for the Tenant's use and occupancy of certain properties at \_\_\_\_\_, \_\_\_\_\_, Florida, as such properties are described in the Lease Agreement, such use and occupancy to be for the period of time and in accordance with the terms and conditions set out in the Lease Agreement.

NOW, THEREFORE, for the benefit of the Landlord, the Tenant does hereby acknowledge:

1. To Tenant's actual knowledge, with no duty of inquiry, as of the date hereof, the Landlord has performed its obligations due and required under the Lease Agreement and the Lease Agreement is in good standing, full force and effect and not in default.
2. To Tenant's actual knowledge, with no duty of inquiry, as of the date hereof, Tenant is not past due on payments to Landlord and attributable to the Lease Agreement identified above.
3. That the Lease Agreement covers the certain property at \_\_\_\_\_, \_\_\_\_\_, Florida, as is more specifically identified in the Lease Agreement.

This Certificate shall be interpreted in accordance with, and governed by, the laws of the State of Florida.

IN WITNESS WHEREOF, Tenant has caused this Certificate to be properly signed and sealed the day and date first set out above.

WITNESS:

**THE FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES**

X \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

**Exhibit G**

**DISCLOSURE STATEMENT**

**Purpose:**

This form is used to collect the information required pursuant to subsections 255.249(9)(g), 255.249(9)(h), 255.01, and 286.23, Florida Statutes.

**1. Ownership** – Indicate the type of ownership of the facility in which this lease exists.

- a.  **Publicly Owned Facility**
- b.  **Privately Owned Facility**

**Individually Held**                       **Entity held (e.g. corporate, LLC, etc.)**

- c. **Name of titleholder:** \_\_\_\_\_  
**Titleholder FEIN or SSN:** \_\_\_\_\_  
**Name of Facility:** \_\_\_\_\_  
**Facility Street Address:** \_\_\_\_\_  
**Facility City, State, Zip Code:** \_\_\_\_\_

**2. Disclosure Requirements** –

- a. Does a corporation registered with the Securities and Exchange Commission and/or registered pursuant to chapter 517, Florida Statutes, own the facility listed above?  
 Yes                       No

**If “Yes”, please proceed to section 4.**

- b. Does any party have a 4% or greater ownership interest in the facility or the entity holding title to the facility?  
 Yes                       No

**If “Yes”, please proceed to 2.c.**

- c. Does any public official, agent, or employee hold any ownership interest in the facility or entity holding title to the facility?  
 Yes                       No

**If “Yes”, please proceed to 2.d.**

- d. Is the facility listed above financed with any type of local government obligations?  
 Yes                       No

**If “Yes”, please stop and immediately contact the Tenant’s lease agent.**

3. **Ownership Disclosure List** (additional pages may be attached if necessary)  
The following is a list of every “person” (as defined by section 1.01(3), Florida Statutes, holding 4% or more of the beneficial interest in the property (the facility or entity owing facility)

NAME                                      Agency (if applicable)                                      Extent of Interest (Percent)(%)

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

The equity of all other holding interest in the above named facility totals: \_\_\_\_\_

4. **Signatures**

This affidavit is given in compliance with the provisions of Sections 286.23 and 255.249, Florida Statutes. By signing this form, the undersigned acknowledges that the information provided is true and complete, to the best of their knowledge.

AND FURTHER AFFIANT SAYETH NOT.

**AFFIANT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

**SWORN TO AND SUBSCRIBED** before me this \_\_\_ day of \_\_\_\_\_, 201\_\_,  
by \_\_\_\_\_ . Such person(s)  
(Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed/Typed/Stamped Name

Commission No.:

Commission Expires:

**Exhibit H**  
**LANDLORD VENDOR SETUP FORMS**  
**(next three pages)**



Florida State University  
Substitute IRS Form W-9 and Vendor Authentication

Payables and Disbursement Services  
5607 University Center A  
Tallahassee, FL 32306-2391  
Ph: (850) 644-5021 Fax: (850) 644-8137  
[accountspayable@admin.fsu.edu](mailto:accountspayable@admin.fsu.edu)

For the protection of confidential information, please mail or fax the completed form to:  
Payables and Disbursement Services  
5607 University Center A  
Tallahassee, FL 32306-2391  
Fax: (850) 644-8137

**General Instructions and Information**

- ***This form is intended for Non-P.O. Vendors only. For P.O. Vendors please submit the Vendor Questionnaire Form found here.***
- If you are **not a US Citizen or permanent US Resident**, DO NOT complete this form. Contact FSU's Payroll Services department at (850) 644-3813.
- If you are a **foreign entity**, do not fill out this form. Please refer to the IRS instructions and forms for foreign businesses found [here](#) and submit the correct IRS information. After completion of the required form, send the original, signed document to Payables and Disbursement Services. If you have any questions or concerns when dealing with foreign vendors please contact [accountspayable@admin.fsu.edu](mailto:accountspayable@admin.fsu.edu) for assistance.
- **Both pages of vendor application must be completed. Handwritten forms will not be accepted.**
- If the following form is not complete with accurate information, your payments may be subject to 28% federal income tax backup withholding.

Legal Name   
Business Name (if different from above)

**Entity Type**

Please select one of the following entity types. If "Other" is selected, please indicate the type of entity in the space provided.

- Individual / Sole Proprietor       Corporation       Tax-Exempt Organization (501-C)  
 Partnership       Limited Liability Company (LLC, LLS or LLD)       Governmental Entity  
 Association / Estate / Trust       Other

**Vendor Contact Information**

Street Address  City  State  Zip   
Main Business Contact  Phone  Fax   
Main Business Contact Email  FSU Dept Contact

**Tax Status and Exemptions**

**Collection and Use of Social Security Numbers** – The request for your SSN or other Taxpayer Identification Number by FSU Finance and Administration is mandated by 26 U.S.C. 6041 and related IRS regulations. If you have questions about the collection and use of Social Security Numbers at FSU, please visit: <http://policies.vpfa.fsu.edu/bmanual/safeguard.html>.

Enter your Taxpayer Identification Number (TIN) in the space provided and indicate if this is a Social Security Number (for individuals) or an Employer Identification Number (for other entities). The TIN and Legal name must match IRS records to avoid the 28% withholding.

Social Security Number       Employer Identification Number      SSN/EIN       DUNS#

**Supplemental Information**

Select the appropriate description of services provided:

- Rents or Royalty payments; prizes and awards that are not services, such as winnings on TV or radio shows       Payments to physicians, physicians' corporations, or other supplier of health and medical services  
 Payments for services performed for a trade of business by people not treated as its employees       Gross Payments to Attorneys  
 Clerkship Faculty       Clerkship Director  
 Non-Duty Stipend       Fellowship       Research Participant  
 Other

Substitute IRS Form W-9 and Vendor Authentication

Federal, Small and/or Minority Status Information (Please check all that apply)		
Federal Classification	State of Florida Certified Minority Business Enterprises (CMBE)	
<input type="radio"/> A. Large Business, Non-Minority Owned <input type="radio"/> B. Small Business, FL, Non-Minority Owned <input type="radio"/> C. Small Business, Non-Florida Minority Owned <input type="radio"/> C1. Federal SBA Certified Disadvantaged Business <input type="radio"/> E. Governmental Entity	<input type="radio"/> D. Minority Business (Federal SBA Certified 8A Firm) <input type="radio"/> D1. Small Business Federal (Hub Zone Firm) <input type="radio"/> F. Non-Profit Organization <input type="radio"/> G. PRIDE <input type="radio"/> Other	<input type="radio"/> H. African American <input type="radio"/> I. Hispanic <input type="radio"/> J. Asian / Hawaiian <input type="radio"/> K. Native American <input type="radio"/> M. American Woman <input type="radio"/> W. Service Disabled Veteran (Certified Service Disabled) <input type="radio"/> Not Applicable
(NCMBE) Non-Certified	Non-Profit Organization	
<input type="radio"/> N. African American <input type="radio"/> P. Asian / Hawaiian <input type="radio"/> R. American Woman <input type="radio"/> Not Applicable	<input type="radio"/> O. Hispanic <input type="radio"/> Q. Native American <input type="radio"/> Y. Veteran Owned	<input type="radio"/> S. Minority Board of Directors <input type="radio"/> T. Minority Employees <input type="radio"/> U. Minority Community Served <input type="radio"/> V. Other Non-Profit <input type="radio"/> Not Applicable
A. If you selected a classification that is certified by a Federal or State agency, please supply your certification number(s) and expiration dates for each certification and the agency or agencies name(s) that issued the certification with this application. B. To determine your Federal Small Business Size Standard, please access the US Small Business Administration's website: <a href="http://www.sba.gov/size">www.sba.gov/size</a> . C. To look up your North American Industry Classification System Code (NAICS), please access the US Census Bureau website: <a href="http://www.census.gov/ipeds/www/naics.html">www.census.gov/ipeds/www/naics.html</a> . If you are using Federal Small Business Size Standards and NAICS, please enter the following information:		
Qualifying Number of Employees	OR Annual Amount (\$)	NAICS Code
Standard Industrial Classification (SIC Code):	**If you do not know your industry's SIC Code please visit the U.S. Department of Labor's web site found <a href="#">here</a> .	
Payment Method Information (Please check all that apply)		
<input type="checkbox"/> Check <input type="checkbox"/> Visa Card <input type="checkbox"/> PayMode X <input type="checkbox"/> ePayables <input type="checkbox"/> Direct Deposit <input type="checkbox"/> Other: _____		
Certification		
Under the penalties of perjury, I certify that: 1. The information supplied herein, including all attachments, is correct to the best of my knowledge, and 2. In doing business with Florida State University, I or my organization is in compliance with Chapter 112, Florida Statutes, conflict of interest, and I have disclosed the name of any FSU employee who owns, directly or indirectly, an interest of 10% or more in the above organization or any of its branches, and 3. My vendor status with Florida State University has no relation with any employment I may have at FSU or I certify I am not an employee of Florida State University, and 4. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 5. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 6. I am a U.S. Person, including a U.S. resident alien.		
Signature of Authorized Person with Vendor _____		Date _____
Name and Title of Authorized Person with Vendor _____		
Telephone Number _____	Email Address _____	
For FSU Internal Use Only		
Vendor ID: _____	Date Entered: _____	Tin Matched? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is this vendor and FSU Employee <input type="checkbox"/> Yes <input type="checkbox"/> No	Entered By: _____	Date: _____
<i>*If yes, seek approval from Payroll Services.</i>	Reviewed By: _____	Date: _____
_____ <i>*Payroll Approver's Signature</i>	Date _____	Comments: _____



Office of the University Controller  
Florida State University

Payables and Disbursements  
5607 University Center A  
Tallahassee, FL 32306-2391  
Ph: (850) 644-5021 Fax: (850) 644-8137

### VENDOR DIRECT DEPOSIT AUTHORIZATION

FORM PURPOSE: To start, change or stop direct deposit for vendor payments received from Florida State University. Vendors may deposit to only one checking account. Please fill in all fields, with the exception of the OMNI Vendor #.

Vendor E.I.N	<input type="text"/>	OMNI Vendor # (FSU Use)	<input type="text"/>
Company Name	<input type="text"/>	Daytime Phone Number	<input type="text"/>
Remittance Email:	<input type="text"/>	Remittance Email 2:	<input type="text"/>
(where remittance emails will be sent)		(optional - remittance emails can be sent to multiple addresses)	

Direct Deposit Action (check one) :     Start                     Change                     Stop

(Please be sure to confirm the below information with your Financial Institution)

Checking Account Number	<input type="text"/>	Transit/Routing Number	<input type="text"/>
Name of Financial Institution	<input type="text"/>	Financial Institution Phone #	<input type="text"/>

SPECIAL NOTE: Please make sure your direct deposit has stopped before closing your account. Otherwise, the funds will be returned to FSU and cause a seven to ten-day delay before you receive your payment. Direct deposits take effect immediately, so please ensure your information is correct. FSU is not liable for any incorrect information submitted by the vendor on this form (e.g. account number, routing number, vendor identification number).

I, the undersigned, hereby authorize and request Florida State University to initiate credit entries and, if necessary, a debit entry in accordance with NACHA rules reversing a credit entry made in error, to my account at the above-named financial institution. This direct deposit is to remain in effect until changed by: (a) an officer of the vendor; (b) the vendor's legal representative; (c) the above-named financial institution; or (d) The Florida State University. Any change must be in writing and must be transmitted in a timely manner for any change to take effect. This election will remain in effect until the option is cancelled. The authorized signature below signifies acceptance of the terms and conditions stated above.

Signature : \_\_\_\_\_

Date

**EXHIBIT I**  
**Air Quality Addendum**

Landlord shall agree to the following:

**In the event a suspected air quality problem arises, the Tenant reserves the right to have the indoor air quality tested at its own expense by a Certified Indoor Air Quality Professional (CIAQP); Certified Indoor Environmental Consultant (CIEC); Certified Industrial Hygienist; or Professional Engineer (P .E. ), whose primary business and focus is indoor air quality/environment to determine the cause of the problem. After assessment, if the test results indicate conclusively that a problem exists, the Landlord shall take immediate corrective action to remedy the situation and reimburse the Tenant for the costs of conducting such test(s).**





FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES

# Governance

## ACTION ITEM III



FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES

SELF EVALUATION 2023

- 1. The expectations of individual Board members are clear.**
  - Strongly Agree
  - Agree
  - Neither Agree nor Disagree
  - Disagree
  - Strongly Disagree
  
- 2. The Board is knowledgeable about Florida's higher education needs.**
  - Strongly Agree
  - Agree
  - Neither Agree nor Disagree
  - Disagree
  - Strongly Disagree
  
- 3. The Board is knowledgeable about the mission and purpose of the University.**
  - Strongly Agree
  - Agree
  - Neither Agree nor Disagree
  - Disagree
  - Strongly Disagree
  
- 4. The Board's actions are aimed at the University's mission and achieving its strategic goals.**
  - Strongly Agree
  - Agree
  - Neither Agree nor Disagree
  - Disagree
  - Strongly Disagree

**5. The Board ensures that its mission and goals are sufficiently responsive to current and future higher education and workforce needs.**

- Strongly Agree
- Agree
- Neither Agree nor Disagree
- Disagree
- Strongly Disagree

**6. The Board is familiar with the strategic and accountability plans of the University.**

- Strongly Agree
- Agree
- Neither Agree nor Disagree
- Disagree
- Strongly Disagree

**7. Board members make decisions after thorough discussion and exploration of different perspectives.**

- Strongly Agree
- Agree
- Neither Agree nor Disagree
- Disagree
- Strongly Disagree

**8. The Board effectively evaluates the President.**

- Strongly Agree
- Agree
- Neither Agree nor Disagree
- Disagree
- Strongly Disagree

**9. The Board understands the fiscal conditions of the University.**

- Strongly Agree
- Agree
- Neither Agree nor Disagree
- Disagree
- Strongly Disagree

**10. The Board adheres to a code of ethics.**

- Strongly Agree
- Agree
- Neither Agree nor Disagree
- Disagree
- Strongly Disagree

**11. Board members avoid conflicts of interest and the perception of conflicts of interest.**

- Strongly Agree
- Agree
- Neither Agree nor Disagree
- Disagree
- Strongly Disagree

**12. The Board recognizes the positive accomplishments of the University.**

- Strongly Agree
- Agree
- Neither Agree nor Disagree
- Disagree
- Strongly Disagree

**13. The Board advocates on behalf of the University to state and federal officials.**

- Strongly Agree
- Agree
- Neither Agree nor Disagree
- Disagree
- Strongly Disagree

**14. New members receive an orientation to the Board and the institution.**

- Strongly Agree
- Agree
- Neither Agree nor Disagree
- Disagree
- Strongly Disagree

- 15. The Board promotes an environment where Board members feel engaged, respected, and empowered to raise issues for discussion.**
- Strongly Agree
  - Agree
  - Neither Agree nor Disagree
  - Disagree
  - Strongly Disagree
- 16. What would you like to see the Board accomplish in the next two years?**
- 17. What change or action would most improve the Board's performance?**
- 18. What do you think the Board does well?**
- 19. What are the areas in which the Board could improve?**
- 20. How might the Board strengthen its relationships with the campus community and University staff?**



FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES

# Academic Affairs

## ACTION ITEM I



FLORIDA STATE UNIVERSITY  
OFFICE OF THE PROVOST

**TO:** President Richard McCullough

**FROM:** Provost James Clark

**DATE:** February 13, 2023

**SUBJECT: Request for Approval:** 2023- 2027 FSU Strategic Plan

Florida statutes (1001.705 and BOG Regulation 1.001, p.2) require the development of a strategic plan for the State University System and review of institutional strategic plans that have been approved by the various Boards of Trustees (BOT). The Board of Governors (BOG) delegates authority to the BOT to adopt plans that align with the BOG Strategic Plan and the university mission.

The strategic plan is a partner to the FSU Accountability Plan that defines top priorities, strategic directions, specific outcomes for achieving those goals, while outlining performance outcomes on institutional and system-wide goals.

Additionally, the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) requires systemic institutional planning and assessment through Standard 7.1

The attached plan has been developed in accordance with BOG guidelines to align with the BOG Strategic Plan, and the university Mission and Vision. Furthermore, the plan supports FSU's AAU aspirations, the President's goals and the metrics and measures associated with rankings, Performance-Based Funding and Florida Preeminence standards. I recommend you approve the 2023 – 2027 FSU Strategic Plan. Consistent with BOG Regulations, upon review and approval, the report will be submitted to the Chancellor of the State University System for their approval at the March 2023 BOG meeting.

# FSU Strategic Plan Goals Draft

January 31, 2023

## **Goal I: Expanding Research and Academic Excellence**

FSU catalyzes transformative innovation, discovery, scholarship, and creative endeavors through the excellence of its faculty, students, and staff. By investing broadly across the university and deepening our collaborations with external partners, we will amplify our impact in assessing and solving the critical challenges facing our local, national, and global communities.

### **1. Increase the recruitment, development, and retention of high-impact, nationally and internationally recognized faculty to strategically maximize FSU's potential across all disciplines**

FSU will expand recruitment and retention of high-impact, highly accomplished, innovative and engaged faculty across all disciplines to build on current academic and research strengths and foster connections throughout the university and with our external partners.

### **2. Catalyze translational scholarship, arts, and research that will address grand challenges and enrich people's lives**

FSU will invest in basic research, scholarship, artistic creation and mechanisms necessary to enhance translation of research and creative works into innovative and impactful solutions that will benefit mankind now and well into the future. FSU will intensify efforts to recognize and promote multidisciplinary teams of internal and external partners to transcend and transform traditional disciplines to uncover new insights and address some of society's grand challenges.

### **3. Expand and promote the arts, performance, humanities, and creative activities of our faculty and staff**

The humanities, and fine and performing arts distinguish FSU from many of its peer institutions. FSU will continue to expand and invest in its fine and performing arts excellence. In addition, Faculty across all disciplines and professions will be encouraged to engage colleagues and students in cross-disciplinary creative activities that promote scholarship and innovation.

### **4. Build upon and create graduate opportunities that transcend and transform traditional disciplines**

FSU will promote the development of new graduate training opportunities and expansion and retooling of existing programs to meet strategic needs, especially at the doctoral level. These programs should promote the coalescence of pedagogy and research experiences from multiple disciplines to better prepare our students to solve research challenges and to be future leaders.



## **Goal II: Ensuring Student Success on Campus and Beyond**

FSU's student success initiatives lead the nation, providing students a uniquely engaging, challenging, and vibrant campus environment to help them grow to their full potential. By strengthening its programs and services that focus on the whole person, FSU can empower students to thrive at FSU and beyond. FSU will build upon world-class academic programs, hands-on experiences, and individualized academic support and wellness services. FSU's goal is to have its graduates embrace a life-long commitment to learning and well-being so they can compete, contribute, and lead anywhere.

### **1. Enhance curricular practices that foster engaged learning and robust outcomes**

With world-class teaching, FSU will expand efforts to inspire and challenge students to fully engage in a curriculum that broadens their knowledge and builds the skills required for long-term success. By improving student completion rates in key courses and enacting early alert interventions, FSU will help students succeed in their enrolled courses. FSU will encourage students to progress effectively through their degree programs and to consider additional degree opportunities when appropriate.

### **2. Create an environment that encourages healthy behaviors and wellness**

FSU recognizes student success is directly related to health, wellness, and resiliency. The university will encourage students to take advantage of a wide range of programs and services designed to promote healthy habits and navigate challenges, including physical, emotional, social, and financial. By using best practices and pursuing meaningful collaborations, FSU's holistic and proactive approach will benefit students and lead to greater success in all areas.

### **3. Expand and strengthen academic advising and student support services**

Academic advising and student support are critical in advancing students' success. FSU will expand its advisor outreach and strengthen its use of technology to provide holistic and accessible academic support services for all. With required participation in meaningful, peer-led first-year engagement experiences, including those designed around special populations, students will know they have a solid and capable support system – academic and otherwise -- as they navigate FSU.

### **4. Bolster students' co-curricular and career development opportunities**

FSU prioritizes developing the whole person through engagement opportunities that facilitate occupational, social, and intellectual wellness. Through co-curricular experiential learning, students will engage more deeply during college in immersive experiences that develop the knowledge and skills needed for lifelong learning and career success. On-campus involvement, service and leadership opportunities and professional readiness initiatives will produce engaged, community-minded students who are prepared for their post-graduation future.

### **Goal III: Nurturing and Inspiring FSU's Entrepreneurial Spirit**

FSU will nurture the entrepreneurial spirit by generating support systems for creativity, innovation, translation, and growth, and inspiring transformational change. Building collaboration within its communities, FSU will lead innovative endeavors and launch entrepreneurial ventures targeted to fulfill the needs of those it serves, putting the people of Florida first, then reaching beyond, to the nation and the world. This entrepreneurial culture will lead FSU to realize its full potential of creativity, innovation, and entrepreneurship.

**1. Cultivate an ecosystem that prioritizes and embraces creative, innovative, and entrepreneurial behavior in all endeavors**

FSU will expand opportunities for students, faculty, staff to evoke creativity, innovation, and entrepreneurship in scholarly activities, research, artistic endeavors, and institutional operations. FSU will develop policies and an environment where FSU and its community partners will collaborate to promote transformation and creation processes across all endeavors and in all disciplines.

**2. Translate creative, innovative, and entrepreneurial ventures and endeavors for the public good via commercialization and collaboration.**

FSU will increase its capacity for transformational change by reimagining the technology transfer process and build advisory and support structures that will increase commercialization activities. We will encourage smart risk-taking behavior, eliminate unnecessary barriers, and engage with external partners in collaborative efforts that can best meet state, business, cultural, and societal needs.

## **Goal IV: Committing to Inclusive Excellence and Civil Discourse**

FSU aspires to develop a diverse and inclusive student body supported by an equally diverse community of faculty and staff that will promote these efforts locally and globally. By valuing and leveraging the different viewpoints and experiences within its community, and throughout the world, FSU creates a fertile environment for innovation, understanding, and compassion.

### **1. Improve efforts to expand diversity while creating rich experiences and opportunities for all populations within a respectful and united community**

FSU aspires to develop an academic, administrative and social culture that serves and represents the diversity of Florida and a culture of open and tolerant civil discourse that supports the Board of Governors' Statement of Free Expression. FSU will continue to build access to opportunities and experiences that will promote the personal attainments of all student, faculty, and staff populations and those in our communities.

### **2. Increase international engagement and cultural competencies for students, faculty and staff**

FSU will expand its reputation and reach as a leader in international education and academic and service projects by partnering in international research, learning, and service. FSU needs to grow these international engagements to prepare students for an increasingly complex and competitive multicultural world. By so doing it will enhance much-needed cultural competencies and build fruitful collaborations with institutions, faculty, staff, students, and communities from around the world.

## **Goal V: Enhancing Our Brand to Reflect Institutional Excellence**

FSU has a strong record of success in delivering outstanding returns to students, alumni, and the people of Florida, amid a nurturing and growth-oriented environment. FSU's administration will develop consistent messaging around these strengths to make them demonstrable and stable themes within FSU's overall brand narrative. FSU will utilize its financial, physical, technological, and human resources to drive the brand forward, striving for comprehensive excellence in all endeavors to become an internationally recognized leader in higher education.

### **1. Focus the FSU brand to bolster our reputation, stakeholder and partner relationships, and quality.**

Raising the university's brand reputation will aid in faculty, student, and staff recruitment, public and private fundraising, and gift cultivation, and produce new opportunities for engagement with and investment by government, not-for-profit and private entities and organizations.

### **2. Leverage growing and increasingly diversified financial resources to strategically invest in emerging areas of institutional excellence**

An emphasis on financial resource diversification and growth will provide additional funding for investment in areas that are consistent with a continued push to membership in the Association of American Universities, thus solidifying FSU's place among the leading research institutions in North America.

### **3. Become a national leader in operational excellence in the administration of the university and its resources to empower innovation, sustainability, and resilience on campus and beyond**

FSU will build on its history of nationally recognized operational excellence by better leveraging human, technological, data, physical, fiscal, and intellectual capital. FSU will challenge the status quo in institutional administration, process design, sustainability, resilience, and personal empowerment both on campus and within its communities.



FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES


# Finance & Business ACTION ITEM I



FLORIDA STATE UNIVERSITY  
FINANCE AND ADMINISTRATION  
*Office of the Vice President for Finance & Administration*

MEMORANDUM

TO: Richard McCullough, President

FROM: Amy Hecht, Vice President for Student Affairs 

DATE: February 1, 2023

SUBJECT: Housing Rental Rates

Florida Board of Governors Regulation 7.003 “Fees, Fines, and Penalties” outlines university housing rental rates.

Based on a recent financial review of University Housing, the department recommends up to a 4.5% increase to their existing rental rates for each of the next five academic years. The additional funds will support increased operating and utility costs, rising capital costs for renovations, necessary wage increases, and repairs. Any excess funds would be added to the Housing reserves to support future construction costs for new residence halls.

University Housing monitors their rates closely to acknowledge student costs for attending FSU and to remain competitive with rates at similar institutions and within the Tallahassee off-campus market.

Attachments



## Rent Increase Proposal for Academic Years 2024-28

Our residence halls are comprised of the following bed types and are in line with students' expectations.

- Suite-Style: Includes four students in two bedrooms, a full bathroom for the suite, and a mini-refrigerator in each bedroom (pg. 5)
- Apartment-Style: Includes single and shared bedrooms, 1-2 full bathrooms depending on the unit, living room space, and full kitchen (pg. 5)

### Proposal:

University Housing proposes up to a 4.5% rental rate increase for each of the next five academic years. By approving a multiple-year plan, University Housing will be able to more proactively and prudently manage its operations, plan for deferred maintenance and capital projects renewal to maintain the facilities, support the increased cost of staff salaries and resources, and fund upcoming new construction projects.

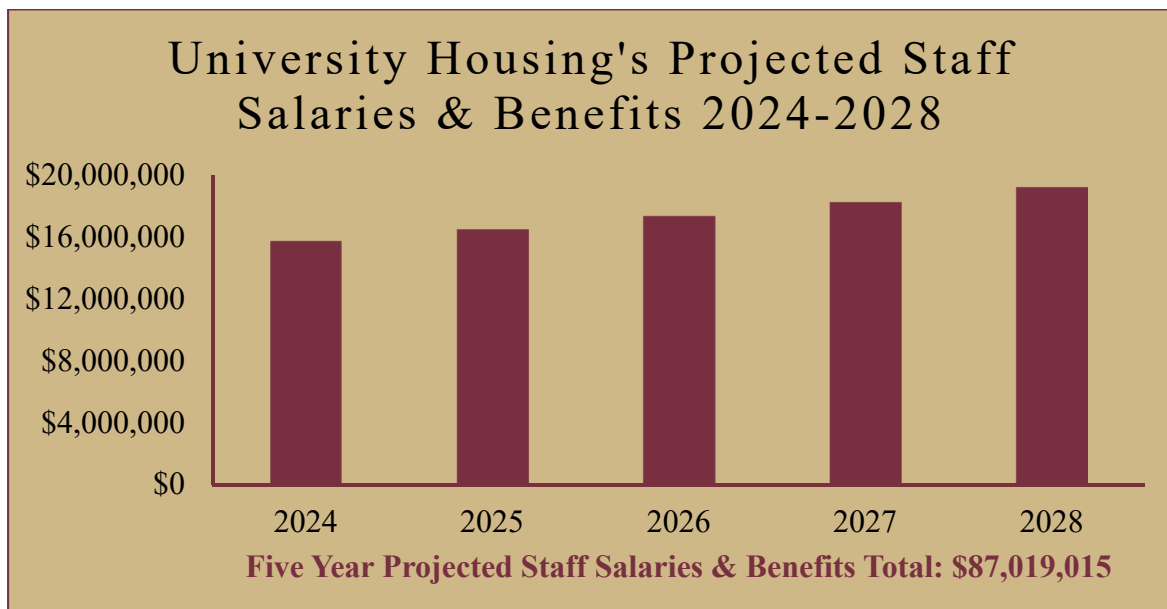
### Staffing:

The State of Florida's new minimum wage impacts University Housing's operations of its residence halls and its total capacity of 6,707 beds.

As shown below, the change in minimum wage and current labor market impacts University Housing and its 550 staff members they employ who support our students.

University Housing projects these changes will have a payroll impact of:

- Increase of \$4,000,000 throughout the next five years.



## FSU Housing Rent Increase Proposal for Academic Years 2024-28 (cont.)

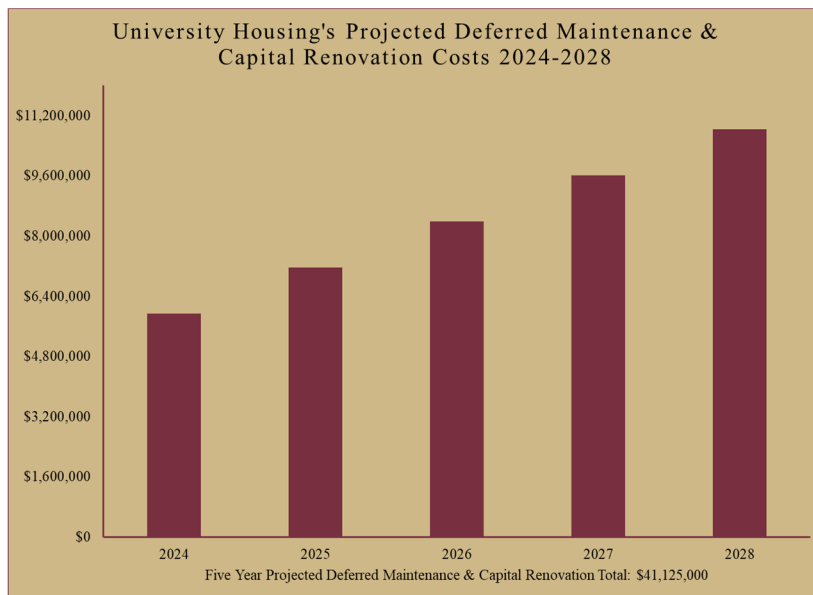
### Facilities and Operations Costs:

In addition to the impact of the labor market, higher inflation, utility cost increases, and reduced supply chain have significantly impacted the cost of University Housing's planned deferred maintenance and capital projects.

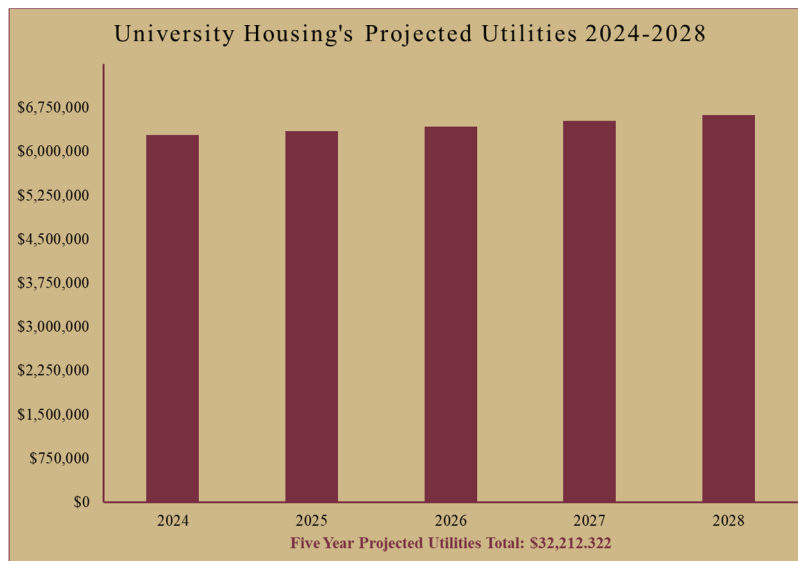
University Housing's annual goal is to budget at least \$5M annually for Deferred Maintenance and Capital Renewal projects.

Based on the current and projected cost estimates, we anticipate the future year costs outlined below:

- Increase of \$7,500,000 throughout the next five years.



- Increase in Utilities of \$400,000 throughout the next five years.





## FSU Housing Rent Increase Proposal for Academic Years 2024-28 (cont.)

### Housing Rental Rates:

University Housing monitors rates closely to acknowledge student costs for attending FSU and to remain competitive with rates at similar institutions and the off-campus local market. We have performed an analysis of peer institutions, which demonstrates that our rates are in line with comparable institutions. We have also performed an off-campus local market analysis. Off-campus local market units do not offer live-in staff providing care and developmental programs, and most require a 12-month lease.

The rate comparison information below is for the 2022-23 Academic Year.

Rates detailed in the charts are based on a semester for similar room types among select Public and Private institutions:

Peer Institutions		
ACC Schools		
University	Per Semester Cost for 2022-23	
	Suite-Style	Apartment
<b>Public Institutions</b>		
Clemson University	\$4,619	\$3,750 - 5,525
University of Pittsburgh	4,075	4,575 - 4,685
Virginia Tech	3,914	4,250
Georgia Institute of Technology	3,610	5,008
Florida State University	3,580	2,880 - 4,215
University of Virginia	3,540	4,800
University of North Carolina--Chapel Hill	3,507	4,015 - 4,868
University of Louisville	3,495	4,240 - 6,225
North Carolina State University	3,400	4,000
<b>Private Institutions</b>		
University of Notre Dame	\$5,765	\$5,765
Boston College	5,430	6,375 - 6,760
Wake Forest University	5,224	6,163
Syracuse University	4,980	5,825 - 6,270
Duke University	4,747	6,271 - 7,524
University of Miami	4,730	6,850 - 10,250

Florida State University System Schools			
Housing Rental Rates			
University	Per Semester Cost for 2022-23		Anticipated 2023-24 % Increase
	Suite-Style	Apartment	
Florida International University	\$2,650	\$2 450 - 4,350	Anticipate no increase
University of Central Florida	2,835	2,985 - 4,440	Anticipate 2-4% Increase
Florida Polytechnic University	2,970	3,866 - 4,034	Unavailable
University of West Florida	3,000	3,065 - 3,455	Anticipate 4-6% increase
Florida Atlantic University	3,050	4,200 - 5,480	Anticipate no increase
University of North Florida	3,150	2,435 - 5,000	Anticipate 4.25% increase
Florida GulfCoast University	3,290	2,410 - 3,398	Anticipate 0% increase
New College of Florida	3,430	3,732 - 4,868	Anticipate 2% increase
Florida State University	3,580	2,880 - 4,215	Anticipate up to a 4.5% Multi Year Increase
University of South Florida	3,750	3,985 - 4,900	Multi Year 4-5% increase
Florida A & M University	3,770	2,902 - 3,260	Anticipate 0% increase
University of Florida	3,903	3,774	Multi Year 4.5% increase

**FSU Housing Rent Increase Proposal for Academic Years 2024-28 (cont.)**

<b>Comparison of On-Campus &amp; Off-Campus Local Market Housing Rates</b> (as of December 2022)					
<b>On-Campus Rates</b>					
<b>FSU Housing Residence Halls</b>	<b>Suite Double</b>	<b>Suite Single</b>	<b>Apartments</b>		
			<b>Two Bedrooms</b>	<b>Three Bedrooms</b>	<b>Four Bedrooms</b>
<b>22-23 Semester Rates</b>	<b>\$3,580</b>	<b>\$4,050</b>	<b>\$3,760</b>	<b>\$3,960</b>	<b>\$3,960</b>
Fully furnished rooms All utilities, high-speed internet and Wi-Fi Residential Academic curriculum Campus mailboxes FSU staff supervision  Require a commitment for the fall & spring semesters (8 months) See Page 6: for a sample of Housing's Suites & Apartment Floorplans					

Based on current external market reports, local apartment vacancy rates are trending lower, and rent prices trending higher over the last several years. The exception to this trend was an increase in vacancy rates in mid to late 2020 through mid-2021 due to COVID-19.

<b>Survey of Off-Campus Local Market Monthly Housing Rates</b> (As of December 2022)				
<b>Average Monthly Rents Converted to Semester Rates</b>				
<b>Apartment</b>	<b>Rent Two Bedroom</b>	<b>Rent Three Bedroom</b>	<b>Rent Four Bedrooms</b>	<b>Miles to Campus</b>
Onyx Apartments	\$3,740	\$3,400	\$3,200	0
Quantum on West Call	3,880	3,600	3,370	0
The Madison of College Town	3,980	3,940	-	0.1
The Odyssey of College Town	4,030	4,230	-	0.1
The Flats of College Town	4,100	3,700	-	0
Catalyst	4,300	4,100	4,000	0
Eclipse on Madison	4,380	4,300	4,100	0
The Nine	4,440	4,080	4,000	0
Stadium Enclave	4,600	-	4,400	0
The Standard Tallahassee	4,690	4,520	4,510	0.2
Stadium Centre	5,260	5,400	4,700	0.1
601 Copeland	5,400	-	4,800	0.1

Note: Off-Campus local market monthly rates do not include all fees, such as application fees and other mandated fees.

Rate Comparisons: In our on-campus to the off-campus local market, we are comparing units that have single bedrooms.

## FSU Housing Rent Increase Proposal for Academic Years 2024-28 (cont.)

### Housing Rental Rates:

The chart below reflects an increase to the existing 2022-2023 rates of up to 4.5%:

<b>FSU Housing Rates per Proposed Percentage Rental Rate Increase</b>		
<b>Name and Description of Rental Unit</b>	<b>2022-23</b>	<b>2023-24</b>
	<b>Current Rates*</b>	<b>Proposed Rates Up to a 4.5% Increase</b>
<b>Rogers Hall (Apartments)</b>		
Double Occupancy (1 bdrm/1 bath)	\$2,880	\$3,010
<b>Salley Hall</b>		
Double Room	\$3,205	\$3,350
Single with Bath	3,660	3,825
<b>McCollum Hall (Apartments)</b>		
Efficiency (1 bdrm/1 bath)	\$4,040	\$4,220
Townhouse (2 bdrm/1 bath)	3,315	3,465
<b>Suite-Style (Azalea, Broward, Bryan, Cawthon, DeGraff, Dorman, Deviney, Gilchrist, Jennie Murphree, Landis, Magnolia, Reynolds, Wildwood)</b>		
Double Room	\$3,580	\$3,745
Single Room	4,050	4,235
Triple Room	3,355	3,505
Triple with Bath	3,560	3,720
Quad with Bath	3,560	3,720
Double with Bath	4,050	4,235
Single with Bath	4,200	4,390
<b>Ragans Hall (Apartments)</b>		
4 bdrm/2 bath	\$3,955	\$4,135
<b>Traditions Hall (Apartments)</b>		
2 bdrm/1 bath	\$4,215	\$4,405

\*Rates presented are per semester rates.

NOTE: Residence Hall rates include utilities, high-speed internet and Wi-Fi, & campus mailboxes.

**Suite Style & Apartment Floor Plans**

**Suite Double Shared Bath**



**Salley Suite Double**



**Ragans Hall Apartment**



**Traditions Hall Apartment**

