

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



**Academic Affairs Committee Meeting**

**Date: Wednesday, September 10, 2014**

**Time: 9:45 AM**

**Location: Grand Ballroom**

**Committee Members:** Marjorie Turnbull, Chair  
Torey Alston, Lucas Boyce, Tonnette Graham, Narayan Persaud

**AGENDA**

- |     |               |                           |
|-----|---------------|---------------------------|
| I.  | Call to Order | Trustee Marjorie Turnbull |
| II. | Roll Call     |                           |

**ACTION ITEMS**

- |      |                                                                                                                              |                                             |
|------|------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| III. | Approval of Minutes for June 4, 2014 Meeting                                                                                 | Trustee Marjorie Turnbull                   |
| IV.  | Compliance with ABA Standard 405                                                                                             | Dean LeRoy Pernell                          |
| V.   | Requests for Leave of Absence <ul style="list-style-type: none"><li>• Dr. Jeremy Levitt</li><li>• Dr. Marcia Owens</li></ul> | Interim Provost Rodner Wright               |
| VI.  | BOT Policy – Export Control Policy                                                                                           | Dr. K. Ken Redda<br>Dr. Charles Weatherford |
| VII. | USDA Brooksville Land Acquisition                                                                                            | Dean Robert Taylor                          |

**INFORMATION ITEMS**

- |       |                                                                                                                                                   |                               |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| VIII. | Division of Academic Affairs Update                                                                                                               | Interim Provost Rodner Wright |
| IX.   | Moment of Recognition – Professional Achievement <ul style="list-style-type: none"><li>• Dr. Deleso Alford</li><li>• Dr. Ronald Lumpkin</li></ul> | Interim Provost Rodner Wright |
| X.    | Update on the BTNC                                                                                                                                | Dean Ann Kimbrough            |
| XI.   | Adjournment                                                                                                                                       |                               |



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

**Academic Affairs Committee  
Date: Thursday, September 11, 2014  
Agenda Item: III**

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

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

**Subject:** Academic Affairs - Minutes (June 4, 2014)

**Rationale:** In accordance with the Florida Statutes, a governmental body shall prepare and keep minutes or make a tape recording of each open meeting of the body.

**Attachments:** Minutes for June 4, 2014

**Recommendation:** Approve the minutes of June 4, 2014.

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



**Academic Affairs Committee Minutes  
Trustee Marjorie Turnbull, Chair**

**Date: Wednesday, June 4, 2014**

The meeting was called to order by Committee Chair Marjorie Turnbull. The following Trustees were present: Tonnette Graham, Narayan Persaud, and Marjorie Turnbull. Trustee Torey Alston joined the meeting via the telephone. A quorum was established.

The first information item was the recognition of the scholarly accomplishments of two students from the College of Agriculture and Food Sciences:

- Jasmine Hall gave an overview of her research. Ms. Hall is the first scientist to clone the F3'H gene from muscadine grapes and deposit its sequences to the national gene bank called National Center for Biotechnology Information Gene bank.
- Latasha Tanner gave an overview of her research. During Ms. Tanner's research she determined that gel ethanol was significantly more attractive to ambrosia beetles than the mixture of Manuka and Phoebe oil (currently used for management of this invasive species). Ms. Tanner proposed that hand sanitizer attractant could be used as an alternative to gel ethanol as it is cost-effective, affordable, and sustainable.

Next, the committee recognized faculty innovation and accomplishment in the classroom and in research. A video on the use of SMART technology in the classroom was viewed by those in attendance.

The first action item was the approval of the minutes for the meeting of March 5, 2014. There were no corrections. Trustee Alston moved approval of the minutes, and the motion was seconded by Trustee Graham. The motion carried.

Next, Interim Provost Wright presented the applications for tenure. Applications are reviewed at each step of the process for evidence of highly competent teaching and research and other scholarly activities, services, and contributions to the University and to society. The applications and recommendations were reviewed by Interim Provost Wright prior to forwarding his recommendations to President Mangum, who conducted the final review of the applications and recommendations. Based upon their mutual agreement, twenty (20) faculty members were nominated for tenure. Their names are listed on the BOT action sheet. Trustee Persaud recused himself. Trustee Alston moved approval of the 20 applications for tenure. The motion was seconded by Trustee Graham, and the motion carried.

Dr. Pitter presented the University's 2014-2015 Work Plan highlighting the key initiatives and investments; planned enrollment growth; new programs; and performance funding indicators. The work plan will be submitted to the Board of Governors once the plan is approved by the BOT. Trustee Persaud moved approval of the University's 2014-2015 Work Plan. The motion was seconded by Trustee Graham, and the motion carried.

Next, the Committee heard a presentation regarding the proposed degree that will be housed in the School of the Environment. The BS/BA in Environmental Studies is designed to address the interests of students who are seeking careers in Environmental Policy and Management. The proposed degree will differ from the current BS in Environmental Sciences, which is intended for students who are interested in laboratory or field research, in the science and mathematics courses required and in requiring a minor. The BS/BA Environmental Studies is designated as a STEM

# Florida Agricultural and Mechanical University Board of Trustees



degree program in the Board of Governors Areas of Strategic Emphasis and will help meet needs for more individuals from underrepresented groups in environmentally related occupations. Trustee Persaud moved approval of the BS/BA degree in Environmental Studies, effective Fall 2014. The motion was seconded by Trustee Graham, and the motion carried.

Next, the Committee heard a presentation regarding the proposed Interdisciplinary Studies degree that will be housed in the College of Social Sciences, Arts, and Humanities. The Interdisciplinary Studies will offer a flexible program of study designed to enable students to pursue a well-rounded education that best fits their educational goals. The program is aligned with FAMU's mission and goals to increase program productivity and efficiency and student retention and graduation rates, which are top priorities of the University. Trustee Graham moved approval of the BS/BA degree in Interdisciplinary Studies, effective Fall 2014. The motion was seconded by Trustee Persaud, and the motion carried.

As the final action item, Provost Wright presented a request to revise BOT Regulation 4.012 - Levels of Academic Standing for Undergraduate Students. The revision will now require that a student have a 2.0 GPA at the end of the student's first term at FAMU. If a student falls below 2.0, student is given an academic warning. If a continuing student's cumulative GPA falls below 2.0, the student is placed on academic probation and may not register for more than 15 semester hours. Academic suspension occurs when a student's cumulative GPA is still below 2.0 after the student's next enrolled term. Students on academic suspension cannot re-enroll at the university for at least two consecutive terms. The motion was moved and seconded by Trustee Persaud. The motion carried.

There being no further discussion, the meeting was adjourned 11:13 a.m.

Respectfully submitted,

Marjorie Turnbull, Committee Chair



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

**Academic Affairs Committee**  
**Date: Thursday, September 11, 2014**  
**Agenda Item: IV**

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

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

**Subject:** Compliance with ABA Standard 405

**Rationale:** The American Bar Association’s (ABA) Committee on Accreditation in its report dated February 13, 2013, regarding the accreditation of the College of Law, requested the College of Law provide the Committee with information regarding its compliance with ABA Standard 405 on Accreditation of Law Schools. Specifically, ABA Standard 405, captioned “Professional Environment” requires the Law School to “establish and maintain conditions adequate to attract and retain a competent faculty.”

In particular, the ABA Committee on Accreditation required the College of Law to “provide information that establishes that the Law School affords such security of position and other rights and privileges of faculty membership to legal writing teachers sufficient to attract and retain a faculty that is well qualified to provide legal writing instruction.”

Pursuant to Standard 405 of the ABA Standards on Accreditation of Law Schools regarding provision of security of position for non-tenure track faculty, the faculty of the College of Law voted during its regular faculty meeting on March 20, 2013, in favor of the College of Law having multi-year contracts and approved the document “Job Security for Certain Non-Tenure-Track Faculty.”

**Attachment:** Request for Approval of Multi-Year Contracts Memorandum dated August 22, 2014 from Dean Leroy Pernell to Interim Provost Rodner Wright with Job Security for Certain Non-Tenure-Track Faculty

**Recommendation:** It is recommended the Florida A&M University Board of Trustees authorize the College of Law to provide multi-year contracts for designated non-tenure-track, full-time instructional law faculty (other than visitor) in accordance with the faculty-approved document “Job Security for Certain Non-Tenure-Track Faculty” and in compliance with Standard 405 of the ABA Standards on Accreditation of Law Schools.

# MEMORANDUM

**To:** Provost Rodner Wright  
**From:** Dean LeRoy Pernel  
**Date:** August 22, 2014  
**Subject:** Request for Approval of Multi-Year Contracts for Non-Tenure Track Full-time Instructors Pursuant to the Requirements of the American Bar Association

In its February 13, 2013 report, the American Bar Association Committee on Accreditation asked for response information on the following items:

With respect to Conclusion (2)(g), provide information that establishes that the Law School affords such security of position and other rights and privileges of faculty membership to legal writing teachers sufficient to attract and retain a faculty that is well qualified to provide legal writing instruction.

The ABA Standards on Accreditation of Law Schools provides in part:

## Standard 405. PROFESSIONAL ENVIRONMENT

(a) A law school shall establish and maintain conditions adequate to attract and retain a competent faculty.

(b) A law school shall have an established and announced policy with respect to academic freedom and tenure of which Appendix 1 herein is an example but is not obligatory.

(c) A law school shall afford to full-time clinical faculty members a form of security of position reasonably similar to tenure, and non-compensatory perquisites reasonable similar to those provided other full-time faculty members. A law school may require these faculty members to meet standards and obligations reasonably similar to those required of other full-time faculty members.

However, this Standard does not preclude a limited number of fixed, short-term appointments in a clinical program predominantly staffed by full-time faculty members, or in an experimental program of limited duration.

(d) A law school shall afford legal writing teachers such security of position and other rights and privileges of faculty membership as may be necessary to (1) attract and retain a faculty that is well qualified to provide legal writing instruction as required by Standard 302(a)(3), and (2) safeguard academic freedom. (Emphasis added)

The relevant official interpretations of Standard 405 states:

**Interpretation 405-6**

*A form of security of position reasonably similar to tenure includes a separate tenure track or a program of renewable long-term contracts. Under a separate track, a full-time clinical faculty member, after a probationary period reasonably similar to that for other full-time faculty, may be granted tenure. After tenure is granted, the faculty member may be terminated only for good cause, including termination or material modification of the entire clinical program. A program of renewable long-term contracts shall provide that, after a probationary period reasonably similar to that for other full-time faculty, during which the clinical faculty member may be employed on short-term contracts, the services of a faculty member in a clinical program may be either terminated or continue by the granting of a long-term renewable contract. For the purposes of this Interpretation, “longterm contract” means at least a five-year contract that is presumptively renewable or other arrangement sufficient to ensure academic freedom. During the initial long-term contract or any renewal period, the contract may be terminated for good cause, including termination or material modification of the entire clinical program.*

**Interpretation 405-9**

*Subsection (d) of this Standard does not preclude the use of short-term contracts for legal writing teachers, nor does it preclude law schools from offering fellowship programs designed to produce candidates for full-time teaching by offering individuals supervised teaching experience.*

While the Standards are less than clear as to the breath of coverage regarding the intended title “full-time clinical faculty” and whether the type of security described in Interpretation 405-6 is intended to apply to both clinical faculty and legal writing teachers, it would appear that the essential concern and policy underlying the standard and its interpretations would be met by providing for the ability to obtain multi-year contracts such as specified by example in Interpretation 405-6.

With that intent and policy in mind, the faculty of the College of Law voted on March 20, 2013 during its regular faculty meeting to support and recommend that the enclosed

authorization for multi-year contracts for the designated non-tenure tracked full-time instructional faculty (other than visitor) be adopted and approved by the university. These provisions for job security would apply, at the College of Law, to all full-time legal writing instructors, clinical instructors, and academic support program instructors. This program of job security is consistent with internal faculty governance provisions of the College of Law which recognizes graduated levels of self-governance participation for multi-year contract holders.

The self-governance provisions within the internal self-governance document of the College of Law (the faculty handbook) are in the process of revision to both update and more specifically describe the self-governance roles for full-time non-tenure track instructors (non-visitors). The faculty of the College of Law voted on April 24, 2013 during its regular faculty meeting to approve rules regarding the "Participation of Non-Tenure-Track Faculty in Law School Governance." This faculty action was reported to the ABA as part of the College of Law's response dated April 25, 2013 to the ABA's request for information regarding governance roles of non-tenure-track full-time faculty. The faculty has deferred further action relative to status and governance issues regarding non-tenure track instructors because of the belief that authorization for multi-year contracts requires specific action and authority of Florida A&M University.

The enclosed document, "Job Security for Certain Non-Tenure-Track Faculty" is forwarded in order that such provisions may be clearly authorized and supported by the university as intended by the ABA Standards on Accreditation. Please let me know if additional information or input is needed from the College of Law.

c: Linda Barge-Miles  
Gita Pitter  
College of Law Associate Deans



## **Job Security for Certain Non-Tenure-Track Faculty**

Unless otherwise stated herein, these provisions apply only to those non-tenure track faculty members who are appointed to non-visitor positions as full-time instructors for Legal Methods, Academic Support, and the Clinic.

### **A. Length of Contracts for Non-Tenure-Track Faculty**

#### **1. Contract for Newly Hired Non-Tenure-Track Faculty**

A new non-tenure-track faculty member shall receive a one-year appointment, renewable annually for up to four years based on a satisfactory performance review each year.

#### **2. Contract Opportunity After Three Years of Teaching**

In his or her third year of teaching, a non-tenure-track faculty member shall be subject to a performance review.

(a) If performance is deemed satisfactory, the non-tenure-track faculty member shall be provided with the opportunity to sign a 3-year contract with the Law School, to begin at the start of the individual's fourth year of teaching.

(b) If performance is deemed not satisfactory, the non-tenure-track faculty member shall have the opportunity to remain in place for one more academic year, that is, for his or her fourth academic year. Upon completion of that fourth academic year the contract shall not be renewed.

#### **3. Contract Opportunity After Six Years of Teaching**

In the sixth year of teaching (and thus the last year of his or her three-year contract), a non-tenure faculty member shall be subject to a performance review.

(a) If performance is deemed satisfactory, the non-tenure-track faculty shall be provided the opportunity to sign a five-year contract with the Law School, to begin at the start of the individual's seventh year of teaching.

(b) If performance is deemed not satisfactory, the non-tenure-track faculty member shall have the opportunity to remain in place for one more academic year, that is, for his or her seventh year of teaching. Upon completion of that seventh academic year, the contract shall not be renewed.

4. Contract Opportunity After Eleven Years of Teaching

(a) In the eleventh year of teaching (and thus the last year of his or her five-year contract) and at the expiration of any 5-year contract thereafter, so long as performance is satisfactory, a non-tenure-track faculty member shall be eligible for an additional 5-year contract. There shall be no limit to the number of 5-year contracts a non-tenure-track faculty member may sign.

(b) If performance is deemed not satisfactory, the non-tenure-track faculty member shall have the opportunity to remain in place for one more academic year, that is, for his or her sixth year following the expiration of the 5-year contract term associated with the unsatisfactory performance. Upon completion of that sixth academic year, the contract shall not be renewed.

5. Cause of Termination

All contracts referred to herein shall contain the provision that a non-tenure-track faculty member may not be terminated during the life of a current contract except for good cause shown, financial necessity, or unless necessitated by a substantial modification of the Law School's programs.

6. Non-Accrual toward Tenure

Under no circumstances shall time spent as a non-tenure-track faculty member accrue toward tenure.

7. Dean's ability to Recognize Teaching or Other Employment Experience.

If the Dean chooses to recognize previous teaching or other appropriate employment experience, the Dean will recommend to the faculty a contract of three or five years length or reduce the required number of years to be eligible for a three year contract for a new non-tenure track faculty member.

B. Hire and Retention of Non-Tenure-Track Faculty

1. Process for Hiring Non-Tenure-Track Faculty

Hiring for full-time non-tenure track faculty is subject to approval of the faculty.

2. Committee for Review and Retention

The faculty Retention, Promotion, and Tenure Committee (hereinafter, the RPT Committee) shall have the responsibility for review and recommendation for retention of non-tenure track faculty members.

3. Process of Review Before Granting Renewal Under a Three-Year Contract

If a non-tenure-track faculty member is eligible to be considered for renewal under a three-year contract, there shall be a formal review of his or her performance. This review shall begin with an evaluation conducted by the RPT Committee. At the conclusion of its evaluation, the Committee shall make appropriate recommendations to the faculty.

4. Criteria for Granting Renewal Under a Three-Year Contract

The criteria upon which non-tenure-track faculty shall be evaluated for contract renewal shall include teaching and service. If such individuals engage in the practice of law (Clinical Program) as part of their law school employment, they shall be evaluated on this criterion as well. A recommendation for renewal shall be based upon satisfactory performance in each applicable category.

5. Process of Review Before Granting Renewal of Five-Year Contract

If a non-tenure-track faculty member is teaching under a five-year contract and is eligible to be considered for renewal, the authority to recommend renewal of the contract of the non-tenure-track faculty member shall rest with the Dean without the requirement of a formal review. In making these contract renewal recommendations, the Dean may choose to consult with the RPT Committee. Recommendations for contract renewal shall be based upon the Dean's determination that a non-tenure-track faculty member's performance has been satisfactory.

6. Status of Inaugural Faculty

A non-tenured faculty member whose contract preceded the beginning of classes on August 26, 2002, will, as an inaugural faculty member, be considered a five-year contract non-tenured faculty member and will retain the title designation used in his or her employment contract for the 2002-03 academic year.



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

**Academic Affairs Committee**  
**Date: Thursday, September 11, 2014**  
**Agenda Item: V**

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

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

**Subject:** Requests for Leave of Absence

**Rationale:** In accordance with BOT Policy Number 2005-21, the University will consider requests for unpaid leave of absence from regular employees who have at least one year of continuous service. The University grants leave of absence for the following reasons: parental, medical, educational, military service, and personal.

**Dr. Jeremy Levitt** - The leave will provide Dr. Levitt the opportunity to obtain vital decadal experience at a leading university in North America. During the leave of absence, Dr. Levitt will serve as the Dean of the Faculty of Law and Vice-Chancellor's Chair at the University of New Brunswick. The experience gained can be used to strengthen FAMU College of Law's curriculum and international programmatic activities.

**Dr. Marcia Owens** - The leave will allow Dr. Owens time to assume the role of caregiver for her parents who live in Jackson, Mississippi.

**Attachments:** Requests for Leave of Absence

**Recommendation:** It is recommended that the Board of Trustees approve the Request for Leave Without Pay for Dr. Jeremy Levitt for two years and approve the Request for Leave Without Pay for Dr. Marcia Owens from October 1, 2014, through May 8, 2015.

**FLORIDA A&M UNIVERSITY  
REQUEST FOR LEAVE OF ABSENCE**

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**1. Complete the information below:**

Name: **Jeremy I. Levitt**

Empl ID# 200000216

Dept/Coll/School: College of Law

Campus \_\_\_\_\_  
Ext. \_\_\_\_\_

**2. Check the appropriate pay plan and contractual period:**

- |                                             |                                             |
|---------------------------------------------|---------------------------------------------|
| <input type="checkbox"/> USPS               | <input checked="" type="checkbox"/> 9 month |
| <input type="checkbox"/> A&P                | <input type="checkbox"/> 10 month           |
| <input checked="" type="checkbox"/> Faculty | <input type="checkbox"/> 12 month           |
| <input type="checkbox"/> Executive Service  |                                             |

**3. Check the type of leave of absence that is being requested:**

- Military – A copy of official military orders must accompany this request.
- Parental – A doctor's statement certifying the anticipated period for leave of absence must accompany this request.
- Medical                       Yes- FMLA                       No-FMLA
- Other Leave of Absence- Leave without pay for up to 24 months.

**4. Indicate anticipated beginning and ending dates for the leave of absence:**

Beginning Date: August 4, 2014    Ending Date: May 4, 2016

EXPLANATION (Use additional sheets if necessary)

*SEE ATTACHED PROF. LEVITT LETTER*

*Jeremy I. Levitt*

Employee's Signature

August 8, 2014  
Date

Supervisor's Signature

*LeRoy Pennell*

Dean's/Director's Signature

8/12  
Date

Approved  Disapproved

Approved  Disapproved

President/Provost/Vice President's Signature

\_\_\_\_\_  
Date

Approved  Disapproved

Use of leave on an intermittent basis may be authorized during a leave of absence due to parental, military or medical purposes. To request the use of leave on an intermittent basis, please complete the Intermittent Leave Use Chart on back of this form.



Florida A&M University College of Law

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JEREMY I. LEVITT J.D., Ph.D.  
Distinguished Professor of International Law  
TELEPHONE: (407) 254-3248  
FAX: (407) 254-3247  
EMAIL: jlevitt@famu.edu  
MAILING ADDRESS: 201 Beggs Avenue Orlando, FL 32801

July 31, 2014

Dear Dean Pernel,

Pursuant to FAMU Board of Trustees Policy Number 2005-21, I kindly request a two year leave of absence without pay with the option to return after one year (with notice) to take-up an appointment as Dean of the Faculty of Law and Vice-Chancellor's Chair at the University of New Brunswick.

According to Board of Trustees policy an employee that has worked for the university for at least six years may be granted a leave of absence by the University to "pursue activities that will enhance the employee's value to the university." I have served the university for at least six years beginning in 2008, and during this period served as the distinguished professor of international law, associated dean and founding director of the Center of International Law and Justice (2008-2012). The leave of absence will provide me with the opportunity to obtain vital decanal experience at a leading university in North America that I can use to strengthen FAMU College of Law's curriculum and international programmatic activities. It will also substantially increase my knowledge and understanding of transnational higher education issues and best practices that will equip me to better serve the university. The leave of absence will certainly enhance my reputation, standing and network in academia in the United States and Canada as well as my status and profile as a leader in international law, legal education and higher-education, generally. Consequently, I will be well positioned to assist FAMU to build and develop a world-class international programs for students, faculty and staff, engage in national and transnational fund raising and grantsmanship, and share critical knowledge and insights into the socio-economic, legal and jurisprudential affairs of Canada that will substantially enhance my research profile and teaching abilities. I have been the leading scholar at the College of Law since I joined FAMU publishing four books and several articles in six years. I would continue to be a high level producer upon my return.

As a Rattler, I am also pleased to share that my appointment in Canada is historic. I am the first African-American to hold any type of deanship in Canada, and only the second black to be appointed to a law deanship. It gives me great pride and joy that my experiences at FAMU prepared me for this awesome opportunity.

Sincerely,

*Jeremy I. Levitt*

Jeremy I. Levitt

**FLORIDA A&M UNIVERSITY  
REQUEST FOR LEAVE OF ABSENCE**

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**1. Complete the information below:**

Name Marcia Allen Owens Empl ID# 100454757  
Dept/Coll/School School of the Environment Campus \_\_\_\_\_  
Ext. 599-2556

**2. Check the appropriate pay plan and contractual period:**

- |                                             |                                             |
|---------------------------------------------|---------------------------------------------|
| <input type="checkbox"/> USPS               | <input checked="" type="checkbox"/> 9 month |
| <input type="checkbox"/> A&P                | <input type="checkbox"/> 10 month           |
| <input checked="" type="checkbox"/> Faculty | <input type="checkbox"/> 12 month           |
| <input type="checkbox"/> Executive Service  |                                             |

**3. Check the type of leave of absence that is being requested:**

- Military – A copy of official military orders must accompany this request.
- Parental – A doctor's statement certifying the anticipated period for leave of absence must accompany this request.
- Medical                       Yes- FMLA                       No-FMLA
- Other Leave of Absence- Leave without pay for up to 12 months.

**4. Indicate anticipated beginning and ending dates for the leave of absence:**

Beginning Date 10/1/14 Ending Date 5/8/15

EXPLANATION (Use additional sheets if necessary)

Please see attached

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<u>Marcia Allen Owens</u>	<u>8/4/14</u>	
Employee's Signature	Date	
<u>[Signature]</u>	<u>8/4/14</u>	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved
Supervisor's Signature	Date	
<u>[Signature]</u>	<u>8/4/14</u>	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved
Dean's/Director's Signature	Date	
_____	_____	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved
President/Provost/Vice President's Signature	Date	

Use of leave on an intermittent basis may be authorized during a leave of absence due to parental, military or medical purposes. To request the use of leave on an intermittent basis, please complete the Intermittent Leave Use Chart on back of this form.



# Florida Agricultural and Mechanical University

TALLAHASSEE, FLORIDA 32307-6600

Excellence With Caring

SCHOOL OF THE ENVIRONMENT

"OPENING DOORS TO ENVIRONMENTAL CAREERS"

TELEPHONE: 850. 599. 3550

FAX: 850. 599. 8183

August 4, 2014

TO: Florida A&M University (FAMU) Board of Trustees  
Dr. Elmira Mangum, President  
Provost Rodner Wright  
Dr. Victor Ibeanusi, Dean, FAMU School of the Environment

FROM: Dr. Marcia Allen Owens, Associate Professor, FAMU School of the Environment

RE: Explanation for Request for Leave of Absence

Per the instructions on the Florida A&M University Request for Leave of Absence, the following is an explanation of my request for Leave Without Pay from October 1, 2014 through May 8, 2015. As the only surviving child, I have assumed the role of caregiver for my father and mother, ages 84 and 82, respectively. Their health issues have increased to the level where I am needed to be more directly involved in their care in my hometown of Jackson, Mississippi this year. [REDACTED]

[REDACTED] The health concerns of my parents have reached a point where I need to be present and responsive for a longer term, rather than reactive from eight-hours away. Accordingly, I am requesting leave without pay from the above-stated period.

Thank you for your consideration of this request.





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

**Academic Affairs Committee**  
**Date: Thursday, September 11, 2014**  
**Agenda Item: VI**

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

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

**Subject:** Board of Trustees Policy – Export Control Policy

**Rationale:** In order to enhance national security, trade, and anti-terrorism efforts, the federal government requires individual state and private entities who engage in international transactions to comply with U.S. export control laws and guidelines that restrict the export of certain items, commodities, and materials and requires the issuance of licenses. U.S. export control laws govern the release of technology, technical data, software, and information to foreign nationals within or outside of U.S.; the furnishing or shipment of defense services or articles to foreign individuals in the U.S. or abroad; and the ability to export or transact with certain individuals, entities or countries.

**Summary:** As a public institution of higher education, Florida A&M University (“FAMU” or “University”) networks, employs and collaborates with international partners on research, education and services through the establishment of international exchange programs, education of international students, attendance at conferences abroad, payments to foreign entities/individuals, and the co-authorship of many international business ventures. FAMU is committed to the highest level of compliance with the provisions as to export control established by the U.S. Department of Commerce through its Export Administration Regulations (“EAR”), the U.S. Department of State Controls through its International Traffic in Arms Regulations (“ITAR”), the Arms Export Control Act (“AECA”), and the Department of the Treasury Office of Foreign Assets Control (“OFAC”). The University is also dedicated to educating its employees, professors, students, researchers, contractors, and collaborators about the applicability of U.S. export control laws and regulations in the University setting and will resolve to conduct research in harmony with U.S. export control laws and regulations.

**Attachments:** Board of Trustees Policy – Export Control Policy

**Recommendation:** It is recommended the Florida A&M University Board of Trustees approve the Export Control Policy, effective Fall 2014.



# Florida Agricultural & Mechanical University Board of Trustees Policy

**Board of Trustees Policy Number:**  
2014-\_\_

**Date of Adoption: October \_\_, 2014**  
**Date of Revision:**

<b>Subject</b>	<b>EXPORT CONTROL POLICY</b>
<b>Authority</b>	Export Administration Regulations (Department of Commerce), 15 C.F.R. Parts 730-774; <b>TAR.</b> International Traffic in Arms Regulations, 22 C.F.R. Parts 120-130; <b>OFAC.</b> U.S. Department of Treasury, Office of Foreign Assets Control Sanctions Program and Country
<b>Applicability</b>	This policy is applicable to all members of the Florida A&M University community including employees, faculty, students, researchers, contractors, and collaborators engaged in University research, education, and services.

## **I. Purpose and Policy Statement**

### **A. Background and Purpose**

In order to enhance national security, trade, and anti-terrorism efforts, the federal government requires individual, state and private entities who engage in international transactions to comply with U.S. export control laws and guidelines that restrict the export of certain items, commodities, and materials and requires the issuance of licenses. U.S. export control laws govern the release of technology, technical data, software, and information to foreign nationals within or outside of U.S.; the furnishing or shipment of defense services or articles to foreign individuals in the U.S. or abroad; and the ability to export or transact with certain individuals, entities or countries.

Universities and colleges are not exempt from these laws and regulations and, as a result, federal regulations may require the University to obtain permission from the federal Department of State, the Department of Commerce, or the Office of Foreign Assets Control before allowing foreign nationals to participate in research involving specific technologies or before sharing research information with persons who are not citizens of the United States or permanent resident aliens (e.g. foreign national employees, professors, students, researchers, or other foreign national collaborators).

### **B. Policy Statement**

As a public institution of higher education, Florida A&M University ("FAMU" or "University") networks, employs and collaborates with international partners on research, education and services through the establishment of international exchange programs, education of international students, attendance at conferences abroad, payments to foreign entities/individual, and the co-authorship of many international business ventures. It is the policy of FAMU that, absent extraordinary circumstance, teaching, research, and service will be accomplished openly and without prohibitions or restrictions on the publication and dissemination of the results of academic and research activities while complying with U.S. export law and regulations and pursuing applicable exemptions.

FAMU is committed to the highest level of compliance with the provisions as to export control established by the U.S. Department of Commerce through its Export Administration Regulations ("EAR"), the U.S. Department of State Controls through its International Traffic in Arms Regulations ("ITAR"), the Arms Export Control Act ("AECA"), and the Department of the Treasury Office of Foreign Assets Control ("OFAC"). The University is also dedicated to educating its employees, professors, students, researchers, contractors, and collaborators about the applicability of U.S. export control laws and regulations in the University setting and will resolve to conduct research in harmony with U.S. export control laws and regulations.

**C. Administration and Compliance Roles**

FAMU's export control compliance program is administered under the authority of the Vice President for Research and such authority is delegated to the Director of the Export Control Compliance Office. The daily management of export compliance at FAMU is carried out by an export control specialist/Director within the Division of Research. All export control license applications on behalf of FAMU are processed by and through the Export Control Compliance Office.

However, it is the responsibility of University faculty, officers, staff, students, administration and collaborators to be aware of the export control requirements under the regulations and the compliance program administered by the Export Control Compliance Office. For example:

- For sponsored projects, it is the responsibility of the principal investigator to ensure that the sponsored project is consistent with the export control regulations, this policy and applicable University procedures.
- If the export activity is not a sponsored project, it is the responsibility of the exporter to ensure the export is consistent with the export control regulations, this policy and applicable University procedures.

Additional Departments/Offices within the University with such responsibilities include without limitation: Environmental Health and Safety, Procurement, Controllers Office, Travel Office, International Education and Development, and Human Resources.

**II. General Information**

The EAR concerns dual-use technologies, materials, items, software, and technology. The ITAR relates primarily to defense articles and services and related technical data. The OFAC regulates travel and business activities with sanctioned and embargoed countries as well as certain individuals designated on the Specially Designated Nationals (SDN) list - available at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>.

Most of the activities conducted on campus will not involve licensing requirements and will be eligible for exclusions under fundamental research exclusion, the publicly available or public domain information exclusion, or the educational exclusion. For those activities that do not fall within the exclusions, each employee is personally responsible and liable for safeguarding export-controlled data/information, i.e. controlled technology or technical data, as required by the federal government or determination by FAMU that an export license exception or exemption is required before a foreign person or foreign national may be given access to items or technology technical information controlled by either the U.S. Department of Commerce or the U.S. Department of State. No release of classified information (i.e. confidential, secret, top secret) is permitted unless the entity has the proper security level clearance and a documented need to know for that specific information.

For a comprehensive list of the items and activities that are designated as falling under the EAR, refer to Title 15 Part 774 of the Export Administration Regulations, accessible at <http://ecfr.gpoaccess.gov>. For details on how to comply with the federal regulations on export, such as the process for licensing the items, visit the U.S. Bureau of Industry and Security website at <http://www.bis.doc.gov/licensing/exportingbasics.htm>.

**III. Penalties**

Individuals who violate U.S. export control laws and regulations are subject to civil and criminal sanctions and the University is subject to administrative sanctions, monetary fines, and loss of research funding and export privileges.

Pursuant to 22 U.S.C.S., sections 2278 through 2780, the federal government has established penalties for failure to comply with U.S. export control regulations. Such criminal and civil penalties for unlawful export and disclosure of information may include the following:

A. **ITAR:** Criminal penalties can reach up to \$1 million per violation and 10 years imprisonment for

individual willful violations. Civil penalties imposed upon departments, agencies, and officials can reach up to \$500,000 per violation. A university found to be in violation of ITAR regulations can be debarred from contracting with the government and could lose its export privilege.

- B. **EAR:** Criminal violations by the University can incur penalties up to \$1 million for each willful violation. For individuals, these penalties can reach up to \$1 million or 20 years imprisonment, or both, per violation. Civil penalties for both the university and individuals can reach up to \$250,000 per violation, or two times the value of the export, whichever is greater. These violations can also result in a denial of export privileges as well as other potential collateral penalties.
- C. **OFAC:** Penalties will range depending upon the sanction regime in question. Criminal violations by the University can reach up to \$1 million, and criminal penalties for individuals can reach \$1 million or 20 years in prison, or both. Civil penalties can be imposed up to \$250,000 per violation, or two times the transaction in question, or both.

In addition, failure to adhere to the policies and guidelines developed may be grounds for disciplinary action under applicable University regulations and collective bargaining agreements.

#### IV. Definitions

Additional and comprehensive definitions are found in the federal laws, regulations referenced herein.

- A. **Actual Export.** Technology or information leaving the shores of the United States.
- B. **Deemed Export.** An export of technology or source code (except encryption source code) is “deemed” to take place when it is released to a foreign national within the United States. This release of technology can be orally through conversation or training, or visually by reading training specifications, plans or blueprints.
- C. **Dual-use item.** Items that can be used both in military and other strategic uses and in civil applications.
- D. **Export.** Any item that is sent from the United States to a foreign destination is an export. “Items” include commodities, software or technology, such as clothing, building materials, circuit boards, automotive parts, blue prints, design plans, retail software packages and technical information. How an item is transported outside of the United States does not matter in determining export license requirements. Regardless of the method used for the transfer, the transaction is considered an export. An item is also considered an export even if it is leaving the United States temporarily, if it is leaving the United States but is not for sale (e.g., a gift), or if it is going to a wholly-owned U.S. subsidiary in a foreign country. Even a foreign-origin item exported from the United States, transmitted or transshipped through the United States, or being returned from the United States to its foreign country of origin is considered an export. Finally, release of technology or source code subject to the EAR to a foreign national in the United States is “deemed” to be an export to the home country of the foreign national under the EAR. (See <http://www.bis.doc.gov/licensing/exportingbasics.htm>). The official definition of export under the EAR and ITAR should be consulted when determining whether a specific act constitutes an export.
- E. **Foreign National.** Any person who is not a U.S. Citizen or national; U.S. Lawful Permanent Resident; Person granted asylum; Person granted refugee status; or Temporary resident (does not include persons who hold status such as F-1, J-1, H-1, L-1 etc., or those in or outside the U.S. without status). It also means any foreign corporation, business association, partnership, trust, society or any other entity or group that is not incorporated or organized to do business in the United States, as well as international organizations, foreign governments and any agency or subdivision of foreign governments (e.g., diplomatic missions).
- F. **Fundamental Research.** Basic or applied research in science and engineering performed or conducted at an accredited institution of higher learning in the United States where the resulting information is ordinarily published and share broadly in the scientific community. Fundamental research is distinguished from research that results in information that is restricted for proprietary reasons or national security reasons pursuant to specific U.S. government access and dissemination controls. However, University research is not considered

fundamental research if:

1. The University accepts any restrictions on publication of the research results, other than limited prepublication reviews by research sponsors to prevent inadvertent disclosure of the sponsor's proprietary information or to insure that publication will not compromise patent rights of the sponsor;
2. The research is federally funded and specific controls over the access to and or dissemination of the research results have been contractually accepted by the university; or
3. Forbids participation of foreign persons.

G. **Hardware.** Any article, material, or supply except technology and software.

H. **License.** A document bearing the word "license" issued by the Directorate of Defense Trade Controls or its authorized designee which permits the export or temporary import of a specific defense article or defense service.

I. **Publicly Available.** Information that falls within any one of the following categories: Information or software that is or will be "published"; Information that arises during or results from fundamental research; Educational information; or Information in certain patent applications such as a patent application being sent to a foreign country to obtain the signature of an inventor who is a co-inventor with a person residing in the United States.

J. **Reexport.** An actual shipment or transmission of items subject to export regulations from one foreign country to another foreign country. For the purposes of the EAR, the export or reexport of items subject to the EAR that will transit through a country or countries to a new country, or are intended for reexport to the new country, are deemed to be exports to the new country.

K. **Software.** A collection on one or more programs or microprograms fixed in any tangible medium of expression.

L. **Technical Data or Technology.**

1. **EAR 772.1** – Technology is the specific information necessary for the "development", "production", or "use of a product".
2. **ITAR 120.10** – technology is information required for design, development, production, manufacture, assembly operation, repair, testing, maintenance, or modification of controlled article.

M. **EAR.** Export Administration Regulations (Department of Commerce), which are available at 15 C.F.R. Parts 730-774.

N. **ITAR.** International Traffic in Arms Regulations, available at 22 C.F.R. Parts 120-130.

O. **OFAC.** U.S. Department of Treasury, Office of Foreign Assets Control Sanctions Program and Country, available at <http://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>.

## V. Procedures, Approvals/Responsibilities

The President or President's designee (Vice President for Research) shall create procedures in furtherance of this policy to govern sponsored research activities.

<b>Attachment(s)</b>	NA
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**Florida Agricultural and Mechanical University  
Board of Trustees  
ACTION ITEM**

**Academic Affairs Committee  
Date: Thursday, September 11, 2014  
Agenda Item: VII**

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

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

**Subject:** USDA Brooksville Land Acquisition

**Rationale:** The U.S. Department of Agriculture is desirous of transferring 3,800 acres of land in Brooksville, Florida, to Florida A&M University. The perceived benefits are: the value of the land will be significantly higher than present value in 25 years; potential source of future revenue and equity for future development and investment; no contractual restrictions after 25 years and land can be put to multipurpose uses; provides FAMU with ability and capacity to work with large scale commercial farming enterprises; and provides FAMU with the resource base and capacity to develop new program areas as well as enhance and strengthen its land-grant mission.

**Summary:** President Elmira Mangum, along with Dean Robert Taylor, Mr. Funmi Ojetayo, Dr. Charles Magee, Dr. Ray Mobley, Dr. Violeta Colova, Mr. Elston Peets, Mr. Anthony Hopkins, and Dr. Stephen Leong, visited Brooksville and toured the whole FAMU-Brooksville area

- Robins’ Donation 1 (140 acre tract),
- Robins’ Donation 2 (789 acre tract),
- Bankhead Jones 1 (731 acre tract), and
- Bankhead Jones 2 (2,186 acre tract).

Dr. Mangum also toured the facilities area, including the office buildings that were utilized for administration and laboratories (July 17, 2014). Mr. Eric Paulson, USDA representative, was present during the site visit.

- **Plan of Work** - The College of Agriculture and Food Sciences prepared and submitted a Plan of Work to the USDA as part of the NEPA requirement. The Plan of Work presents an overview of the research activities that the College will undertake at the site for the next five years as required in the MOU for the land transfer to FAMU. Preliminary contacts have been made with the Florida Veterans Association (Vet Power) and the Florida Black Farmers Association to be involved in the Beginning Rancher/Farmer.
- **NEPA Study** - Preparations are under way to conduct the NEPA study (National Environmental Policy Act) as required by the MOU. The USDA has provided the College with the guidelines. The study will start in September and end by March 2015. The NEPA report must be completed and submitted to the USDA by April 2015. This timeline will give the College some flex time to address any issues and



## Florida Agricultural and Mechanical University

### Board of Trustees

#### ACTION ITEM

- contingencies arising from the study before the September 2015 deadline for the land to be transferred to FAMU.
- **Survey Work** - Preparations are under way to conduct a survey of the area as required by the MOU. The survey will provide a new legal description of the property by consolidating many small tracts into four tracts as well as locating and identifying the boundaries, roads, and other physical features of the property, such as, pasture land, wetland, lowland, woodland, and buildings. The survey work is expected to start by September and end by October 2014.
- **Proposal to Board of Governors** - We are working to put together a proposal for the acquisition of the Brooksville property to the Board of Governors.

**Attachments:** Memorandum of Understanding, Proposed Plan of Work, and National Environmental Policy Act (NEPA) Study.

#### **Recommendations:**

- 1) FAMU should take the necessary steps as required by the Memorandum of Understanding to have the land transferred to the university by September 30, 2015.
  - a. Complete the (National Environmental Policy Act) NEPA Study,
  - b. Complete the survey work of the land, and
  - c. Meet any other requirements as stipulated by Florida Statutes.
2. The ownership of the land should be in the name of Florida A&M University.
3. FAMU should provide an annual allocation of \$350,000 to operate and maintain the Center.
4. Submit the necessary proposal to Florida Board of Governors for FAMU to receive the land and operate it as a Research and Education Center.
5. The College of Agriculture and Food Sciences takes the necessary steps to implement the proposed Plan of Work, including the Beginning Farmers and Ranchers Program.

**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
**Florida Agricultural and Mechanical University Board of Trustees**  
**and the**  
**UNITED STATES OF AMERICA**

In accordance with Section 732 of Public Law (P.L.) 112-55 as extended under P.L. 113-76, Consolidated Appropriations Act, 2014, the Secretary of Agriculture is authorized to convey certain Agricultural Research Service facilities identified within said P.L. to eligible entities, including Land Grant institutions as defined in Section 1404(13) of the National Agricultural Research, Extension, and Teaching Policy Act of 1977; 1994 Institutions, as defined in Section 532 of the Equity in Educational Land-Grant Status Act of 1994; and Hispanic-serving agricultural colleges and universities, as defined in Section 1404(10) of the National Agricultural Research, Extension, and Teaching Policy Act of 1977.

This Memorandum of Understanding (MOU) is effective March 1, 2014, by and between Florida Agricultural and Mechanical University Board of Trustees (FAMU or UNIVERSITY) and the United States of America, acting by and through the United States Department of Agriculture (USDA) by the Secretary of Agriculture (Secretary). This MOU is applicable to property pending formal transfer from the USDA-Agricultural Research Service located in Hernando County, Florida to the UNIVERSITY. A detailed description of the property is attached hereto as exhibit "A" (the "Property"). USDA and the UNIVERSITY are together referred to as the "Parties."

**WHEREAS**, USDA has initiated conveyance of the Property to the UNIVERSITY in accordance with P.L.112-55, as extended by P.L. 113-76, and in lieu of the exchange of consideration between the parties for the land and improvements being conveyed, this MOU establishes the agreements between the Parties associated with said conveyance; and

**WHEREAS**, the UNIVERSITY agrees that in the performance of this MOU, in lieu of consideration being paid for the above-referenced conveyance, and in compliance with P.L. 112-15 and P.L. 113-76, the Property shall be used for agricultural and natural resources research for a period of not less than twenty-five (25) years; and

**WHEREAS**, USDA is committed to assisting beginning farmers and ranchers, recognizing that thousands of new producers are needed to meet the Nation's agricultural needs for coming generations; and the incorporation of new and beginning farmers and ranchers into the research, education, and extension of knowledge is important to reaching this goal; and

**WHEREAS**, the UNIVERSITY agrees to support USDA's strategic goals to include the following: (1) assist rural communities to create prosperity so they are self-sustaining, repopulating, and economically thriving; (2) ensure our national forests and private working lands are conserved, restored, and made more resilient to climate change, while enhancing our water resources; (3) help America promote agricultural production and biotechnology exports as



America works to increase food security; or (4) ensure that all of America's children have access to safe, nutritious, and balanced meals; and agrees to support USDA's commitment to assist beginning farmers and ranchers; and

**WHEREAS**, the UNIVERSITY agrees to implement a Beginning Farmers and Ranchers Program for a period of at least five (5) years; and

**WHEREAS**, the Parties mutually agree to enter into this MOU; and

**NOW, THEREFORE**, it is hereby agreed by and between the Parties as follows:

**1. PURPOSE.**

This MOU shall be to establish the intended use by the UNIVERSITY of the Property to be conveyed and the responsibilities of the Parties.

**2. RESPONSIBILITY – USDA.**

In so far as practicable, and in accordance with its statutory and regulatory authorities, USDA will:

- a. Transfer the property identified herein at no monetary cost to the UNIVERSITY.
- b. Prepare a Quit Claim Deed to convey fee title/property rights to the UNIVERSITY.
- c. Perform a Site Investigation in accordance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980. A copy will be certified and provided to the UNIVERSITY.
- d. Provide the UNIVERSITY with copies of all available land records (deeds and easements).

**3. RESPONSIBILITY – UNIVERSITY.**

In accordance with its statutory and regulatory authorities, the UNIVERSITY will:

- a. Institute a beginning farmer and rancher program designed to work closely with any identified tribal nonprofit organizations and tribal governments as negotiated by the University.
- b. Perform an Environmental Assessment, and if required, an Environmental Impact Statement to meet the requirements of the National Environmental Policy Act (NEPA) (40 Code of Federal Regulations, Pars 1500-1508). UNIVERSITY shall be responsible for all the expenses associated with this action.
- c. Establish, operate and administer an agricultural research or natural resources research program upon the property to be conveyed for a period of twenty-five (25) years
- d. Assume responsibility and maintenance of the constructed assets and Property.

#### **4. FINANCIAL OBLIGATIONS.**

- a. The Department of Agriculture and University and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
- b. Nothing in this MOU shall obligate either the Department of Agriculture or the University to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Department of Agriculture and the University will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
- c. This MOU takes effect upon the signature of the Department of Agriculture and the University and shall remain in effect for five years from the date of execution. This MOU may be extended or amended upon written request of either the Department of Agriculture or University and the subsequent written concurrence of the other(s). Either the Department of Agriculture or University may terminate this MOU with a 60-day written notice to the other(s).
- d. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

#### **5. LIABILITY AND RISK OF LOSS.**

Liability, if any, of USDA shall be determined in accordance with the applicable provisions of the Federal Tort Claims Act (62 Stat. 869, 982; 28 U.S.C. 2671-2680). Liability, if any, of UNIVERSITY, shall be determined in accordance with the applicable provisions of F.S. §768.28, et. Seq.

#### **6. USE OF NAMES, MARKS AND EMBLEMS.**

The UNIVERSITY shall request approval to use "United States Department of Agriculture" or "USDA" in a way that creates the impression that any service provided by the UNIVERSITY has support, sponsorship or endorsement of USDA.

**7. COMPLIANCE WITH LAWS AND REGULATIONS.**

The Parties shall comply with all applicable Federal, State and local laws, regulations and codes, including, but not limited to: safety, security, historic preservation, environmental, suspension and debarment.

The Quit Claim Deed conveying title will incorporate any use restrictions including those identified by the CERCLA and NEPA processes, as well as the twenty-five year use restriction for agricultural and natural resources research as required by P.L. 112-15.

**8. TERM.**

This MOU shall remain in effect for a period of five (5) years.

**9. AMENDMENT.**

Any amendment to this MOU must be made in writing and executed by an authorized representative of the UNIVERSITY and USDA. This MOU along with any such amendment shall collectively constitute one and the same instrument.

**10. NOTIFICATIONS.**

The following are designated as the Points of Contact between the Parties in the performance of the terms and conditions contained herein and associated notifications.

**USDA**

Paul Walden  
Chief, Property Management Division  
Paul.Walden@dm.usda.gov  
202-720-7283  
1400 Independence Ave., SW  
Mail Stop 9304  
Washington, DC 20250

**UNIVERSITY**

Dr. Robert Taylor  
Dean, School of Agriculture  
Robert.Taylor@famu.edu  
(850) 561-2644  
217 South Perry-Paige Bldg.  
Tallahassee, FL 32307

Either party may, from time to time, by written notice, designate a revised point of contact for notification purposes.

**11. DISPUTE RESOLUTION.**

Except as otherwise provided in situations where a pre-existing statutory or regulatory system exists, all disputes concerning questions of fact or law arising under this MOU shall be referred by the disputing Party, in writing, to the appropriate contact identified within the "Notifications" clause herein. The person(s) identified therein will consult with the disputing Party and attempt

to resolve all issues arising from the implementation or execution of this MOU. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this MOU, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the USDA signatory or that person's designee, as applicable, will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this Article limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

**12. ASSIGNMENT.**

During the five (5) year period, The UNIVERSITY may not assign its obligations under this MOU, except when stipulated by Congress.

**13. APPLICABLE LAW.**

U.S. Federal law governs this MOU for all purposes, including, but not limited to, determining the validity of the MOU, the meaning and interpretation of its provisions, and the rights, obligations and remedies of the Parties. To the extent permitted by Federal law, Florida law will govern the limitations and regulations of the UNIVERSITY's authority and activities.

**14. SEVERABILITY.**

Should any provision or portion of such provision of this MOU be held invalid, the remainder of this MOU or the remainder of such provision shall not be affected thereby.

**15. SUCCESSORS.**

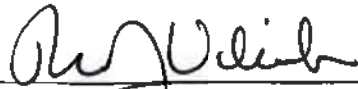
The terms and provisions of this MOU and the conditions herein shall bind the Parties and their successors in interest.

**16. OFFICIALS NOT TO BENEFIT.**

No Member of or Delegate to Congress or Resident Commissioner, and no officer, agent or employee of the Government shall be admitted to any share or part of this agreement or to any benefit to arise there from.

**THE PARTIES HEREUNTO** approve, authorize and execute this MOU. Both USDA and the UNIVERSITY have hereunto executed this MOU the day, month, and year first above written.

**THE UNITED STATES OF AMERICA**



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THOMAS J. VILSACK  
Secretary of Agriculture

**FLORIDA A&M UNIVERSITY BOARD  
OF TRUSTEES**



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LARRY ROBINSON  
Interim President



College of Agriculture and Food Sciences  
Brooksville Project, Florida

Proposed Plan of Work  
2015 - 2020

In accordance with Section 732 of Public Law (P.L.) 1112-55, the Secretary of Agriculture has signed a Memorandum of Understanding (MOU) with Florida Agricultural and Mechanical University (FAMU) to transfer 3800 acres of land, including facilities, from the US Department of Agriculture (USDA) – Agricultural Research Service located in Brooksville, Florida to Florida A&M University (FAMU). The land will be used for a period of not less than 25 years for agricultural and natural resource research, including beginning ranchers' and farmers' projects, and to support USDA's and FAMU's strategic goals. Specifically the land will be used to:

1. Assist rural communities to create prosperity, so they are self-sustaining, repopulating, and economically thriving;
2. Ensure national forests and private working lands are conserved, restored and made more resilient to climate change, while enhancing water resources;
3. Help America and the state of Florida promote agricultural production and biotechnology exports and America works to increase food security; and
4. Ensure that all of America's children have access to safe, nutritious, and balanced meals.

**Goals of the College of Agriculture and Food Sciences**

FAMU has a strong interest and commitment to continue its legacy of teaching, research, extension and development activities at the Brooksville site. In accordance with the MOU, the College of Agriculture and Food Sciences has prepared a Plan of Work for the Brooksville site that will enable the University to:

1. Conduct agricultural and natural resource research that will benefit the nation, state, and local communities;
2. Develop and implement the beginning rancher and farmer programs, and outreach projects;
3. Develop and implement socio-economic projects that will enable the Brooksville site to be economically viable and self-sustaining;
4. Develop youth development and experiential learning and training opportunities for students at all grade levels;
5. Develop and showcase demonstrations designed for various alternative agricultural enterprises from current and future program areas in the college; and

6. Engage faculty from FAMU and other universities to participate in the Brooksville project.

The description of the said land/property is listed below.

### **Site Description**

The site is in Hernando county, Brooksville area, Florida and is divided into four separate parcels, identified as **RD1, RD2, BJ1 and BJ2 (Figure 1 and Figure 1-A).**

**Robins' Donation 1 (RD1)** includes a 140-acre tract of land located north of State Road 485B (Yontz Road), west of Karry Creek Lane and east of Joyce Drive, north of Brooksville. The site is improved by structures utilized for cattle management operations and supports agricultural research. The USDA refers to this property as 'CCC camp.'

**Robins' Donation 2 (RD2)** includes a 788.5-acre tract of land located at 22271 Chinsegut Hill Road, northwest of Highway 45/Highway 41 (Broad Street) and west of County road 581 (Snow Memorial Highway), northeast of Brooksville. The site is improved by buildings utilized for office/administration, laboratories, and materials, and supports agricultural research. The USDA refers to this property as the 'Main Station.'

**Bankhead Jones 1 (BJ1)** includes a 731-acre tract developed tract located east of Highway 45/Highway 41 (Broad Street) between Deer Run Road and County Road 476 (Lake Lindsey Road), northeast of Brooksville. The site is improved by structures utilized for cattle management operations and supports agricultural research. The USDA refers to this property as the 'Land Use Area.'

**Bankhead Jones 2 (BJ2)** includes a 2,186-acre developed tract of land located by 27590 Lake Lindsey Road which is bordered by Daly Road on the west, by Lucille's Shady Lane/Twin Pond Road on the east, by County Road 476 (Lake Lindsey Road) on the north, and by Trail 2 on the South . This site is improved by buildings utilized for equipment maintenance, material storage and as a residence and also supports agricultural research. The USDA refers to this property as the 'Turnley Unit.'

### **Format and Basis of Plan of Work**

The US Department of Agriculture has conducted two Environmental Site Assessment (ESA) Studies (Phases I and II) for the area. The information contained in the ESA studies has been used to develop the Plan of Work. The Plan follows the same format developed by the University of Georgia for its J. Phil Campbell, Sr. Research and Education Center, Watkinsville, Georgia.

In preparing the Plan of Work, the following factors were considered:

- **Maintaining the Land-Grant Identity.** Florida A&M University will ensure that its research, teaching and outreach activities at the Brooksville site contributes and strengthen its Land-Grant Mission.
- **Maximum use of existing resources.** The Brooksville site was used by the USDA/ARS as a beef cattle research station and as such all the land assets were put into pasture to support the research that was going on the area. The proposed research projects will, therefore, utilize this resource base to its maximum by focusing on animal grazing, pasture operation and cropping



systems. Existing pastures will be maintained and improved where necessary to support livestock research and projects.

- **Use of existing building and other infrastructures.** The existing buildings – office, storage facilities, accommodation, and silos will be cleaned and put to their original use. Infrastructures such as roads and fences will be maintained to support livestock operation.
- **Protecting the natural resource base.** Maintaining and protecting the natural resource base of the area will be a top priority. The lake area, watershed, wetland and other sensitive areas will be maintained and protected.
- **Minimum environmental impact.** The proposed research and outreach projects will not have any adverse environmental impact on lands around the area. Best Management Practices will be practiced by all parties involved at the Brooksville site.
- **Sustainability.** It is essential that the research projects be self-sustaining. They should be revenue-generating and be able to cover most if not all of the operating expenses.
- **Resource limitations.** Limited funds (capital and operating) will be available from the College and will dictate the management style, research and extension activities at the Brooksville area.

#### **Review Committee**

Members of the faculty who reviewed the Plan of Work were selected for their qualifications, knowledge and expertise in their respective discipline (Annex 1).

#### **Research Plan**

The research projects that are being planned are:

- **Grazing system research.** The College of Agriculture and Food Sciences (CAFS) will work with the Florida Black Farmers and Agriculturalists, Florida Veterans Association, Native Americans, and other interested parties to conduct the grazing system research. The faculty in the Animal Science, Agronomy and Plant Science Programs and Cooperative Extension Program will take the lead in planning and implementing the project which will be part of the beginning rancher and farmer project. The goal of the grazing system research is to evaluate production, environmental remediation strategies, and economic viability and profitability for beef cattle production that could benefit other ranchers and farmers in the area, and will include but not be limited to:
  - Livestock systems management – grazing rate and stocking density
  - Multiple species grazing
  - Summer and winter forage systems under different forages and systems
  - Cost of production and live-weight gained under different management systems
  - Best management and veterinary practices for beef cattle production

The proposed project will utilize between 500 - 1000 acres of land and will be located in Robins' Donation 1 (RD1) and Bankhead Jones 2 (BJ2) areas. The actual area to be used for this project will be determined after a survey of the site has been completed and studied.

- **Hay production system research.** This project will evaluate different management systems and strategies for hay production to optimize profits that will include evaluating the following practices.
  - Harvesting frequency for sustainable production
  - Grass height of pasture for optimum regeneration
  - Fertilization rate
  - Evaluation of different grass species for pasture
  - Productivity per acre
  - Weed management protocols and control of pasture pests and diseases
  - Pasture genetics
  - Nutrient quality of hay under different management practices

This research is considered important to collect the necessary technical and economic data that will help new and beginning farmers and ranchers in the central and south Florida areas. The faculty in the Animal Science, Agronomy and Plant Science, and Agribusiness Programs will be involved in planning and implementing the project.

The proposed project will utilize land located in the Bankhead Jones 1 (BJ1) area. The actual area and site will be determined after a survey of the area is completed and studied by the appropriate faculty group.

- **Livestock research and outreach.** The College will work with under-represented minority farmers, Florida Veterans' Association, and other interested parties to conduct livestock research that will include cattle and small ruminants. One of the research projects being considered is silvopastoral systems research for small ruminants. The goal of this research is to explore alternative enterprises as part of the beginning rancher project and to use it as an education and demonstration site to train new and beginning farmers. The faculty from the Animal Science, Agronomy and Plant Science Programs, and the Cooperative Extension Program will take the lead in this project. The research will include but not limited to the following.
  - Forage utilization from browsing plants
  - Nutrient requirements
  - Pest and disease management
  - Nutrition, production, growth feeding systems
  - Breeding, genetics and reproduction
  - Carcass evaluation and analysis
  - Economic and technical data

The proposed project will utilize pasture and wooded land in the Robins' Donation 1 (RD1) and Bankhead Jones 1 (BJ1) areas. The actual area will be identified when the area has been surveyed and evaluated by the appropriate faculty group.

- **Grapes, small fruits and medicinal plants.** The College will expand and relocate some of its viticulture and small fruit research to the Brooksville area to support the economic growth and development of the Florida Grape and Wine Industry, and the Small Fruit Industry. Research and evaluation in medicinal plants will also be included in the research plan. The faculty in the Center for Viticulture and Small Fruit Research and other faculty members in the University with the appropriate expertise and training will take the lead in planning and implementing the

research that will evaluate important production parameters to support industry need, including, but not limited to:

- Germplasm collection and evaluation;
- Evaluation of hybrids from breeding programs;
- Cultivar evaluation of grapes, selected small fruits, and medicinal plants;
- Production systems evaluation;
- Post-harvest physiology for Florida grapes and selected small fruits;
- Irrigation and water needs for Florida grapes and selected small fruits; and
- Pest and disease management.

The proposed project will utilize the land in the Robins' Donation 2 (RD2) area. The actual site will be determined after a survey of the area is completed and evaluated by a faculty group.

- **Vegetable and IPM research and extension demonstrations.** Vegetable production is an important enterprise among minority farmers, and IPM research on vegetables will go a long way in helping them to improve pest control and management efficiencies. The vegetable IPM research will also be used as demonstration plots to education and train small farmers as well as youth groups and students. This project may have participation from minority farmers and farmers cooperatives as partners. The faculty in Entomology, the Center for Biocontrol, and the Cooperative Extension Program will take the lead in planning and implementing the research and demonstration project. Some potential areas of research will include but not limited to:
  - Evaluation of different vegetables for IPM strategies;
  - Impact of IPM and organic enterprises on marketing and profit;
  - Evaluation of different farmers markets; and
  - Value-added product development.

The site for this project will be in the Robins' Donation 2 area.

- **Bioprocessing and product development research.** The College will seek corporate and or USDA (Facilities Grant) support to establish a bioprocessing center/unit at the site. This unit will conduct wide ranging research in processing and value-added product development from grapes and other fruits and vegetables that will become available after the third year. To be viable and self-sustaining, the unit will have a corporate partner who will be involved in the production, packaging and marketing of the products and value-added products, complementary to the research will be done. Areas of research will include:
  - Enological evaluation of hybrids and selections;
  - Nutraceutical and pharmacological evaluation of grape and plant products; and
  - Health related benefits from value-added products.

The faculty in the Center for Viticulture and Small Fruit Research will take the lead in planning and implementing this project. The site for the bioprocessing and product development unit will be in the Robins' Donation 2 (RD2) area where the vineyards and small fruits will be located.

- **Watershed and wetland research.** Lake Lindsey in the Robins' Donation2 area and the wetland area in Robins' Donation 1 (RD1) present opportunities for various research projects that could be conducted by the faculty and students from the Center for Air and Water Quality, the School of the Environment, and other research institutions dealing with environmental issues . The

faculty in the Center for Air and Water Quality will take the lead in this area of research.

Potential research areas will include, but not limited to:

- Understanding the impact of soil erosion and nutrient pollution on surface and ground water in and around Lake Lindsey;
  - Soil and water quality management under pasture;
  - Agricultural, environmental, urban and wildlife interactions and potential impact; and
  - Ecological and spatial analysis and mapping of terrestrial and watershed areas.
- **Aquaculture and aquaponics research and outreach.** The College has an MOU with the Florida Veterans Association (Vet Power) to jointly conduct Aquaculture and Aquaponics projects for the benefit of the veterans. Several projects are being planned for the Brooksville area where the veterans will play an active role in their implementation. These projects will also be used as a demonstration for minority farmers to learn about aquaculture and aquaponics and to adopt these alternative enterprises for their own farms where feasible. The Florida Veterans Association is ready to proceed when appropriate areas have been identified. If necessary, external expertise may be engaged to assist in the project. Potential areas of research will include but not limited to species relationships and stock density.

The faculty in the Cooperative Extension Program will take the lead in planning and implementing the aquaculture and aquaponic projects with participation from the Florida Veterans Association.

- **Terrestrial and biological station.** The College proposes to establish a terrestrial and biological station at the Brooksville site. A suitable site will be selected for the station which will be used for a wide range of research, educational, and training purposes. More specifically, the station will provide opportunities for researchers to conduct interdisciplinary studies in terrestrial, biological, ecological, and their interactions with environmental factors and human dimensions. The station will include a range of ecosystems, including agricultural, pasture, wooded, wetland and aquatic systems. Potential research areas include the following:
  - Integrative systems research between the ecosystems
  - Resource and conservation research
  - Soil and water quality management research
  - Carbon sequestration, soil and water quality research
  - Conservation and wildlife ecology

The faculty in the Biological and Agricultural Systems Engineering, the Plant Science Program and the Center for Air and Water Quality will be involved in planning this project.

- **Collaborative research.** The College will set aside an area for general biological and agricultural research for collaborative research. This site will be available for faculty and staff from other universities, especially the other 1890 land-grant institutions who would like to conduct research in the area. The faculty in the college will also be encouraged to submit proposals that will incorporate multidisciplinary research with internal and external collaborators.

**Proposed Plan of Work Calendar**

8/2014

Year 1 Year 2 Year 3 Year 4 Year 5 Year 6

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Approval and adoption of Plan of Work	..					
NEPA study	.....					
Survey and identification of areas	.....					
Repairs and improvement to infrastructures		.....				
Grazing systems research		.....				
Hay production research		.....				
Livestock research			.....			
Grape and small fruit research			.....			
Vegetable and IPM research					.....	
Bioprocessing and product dev. research						.....
Watershed and wetland research			.....			
Aquaculture and aquaponics research			.....			
Terrestrial and biological station research				.....		
Collaborative research			.....			
Youth development				.....		
Community gardening				.....		

**Research Participants and Collaborators**

The proposed research projects identified and discussed above will be interdisciplinary and where feasible and practical will include participation from faculty and students from the whole college as well as various other colleges and departments, including those from the University of Florida/Institute of Food and Agricultural Systems (UF/IFAS), Florida Atlantic University (FAU), and 1890 institutions. The research projects may also involve corporate sponsors and partners who may have interest to participate or to involve themselves. The College will invite and solicit support and collaboration from internal and external partners to facilitate the discovery, development and dissemination of scientific knowledge to consumers and producers.

**Research Faculty and Expertise**

In the event that the necessary technical expertise is not available to conduct and/or to complete the necessary research projects, the College will seek external assistance from other faculty members within the university as well as from external sources – other universities, colleges, governmental agencies, and non-profit organizations. Where necessary and feasible, the College will employ new faculty to strengthen its research programs and to achieve the goals and objectives of the research plan.

• **Internal collaborators and partners**

- Florida A&M University
  - Animal Science Program
  - Agronomy and Plant Science Program
  - Agribusiness and Agricultural Economics Program
  - Biological and Agricultural Systems Engineering Program
  - Entomology and IPM, and Vegetable Crop Program
  - Food Science Program
  - Center for Viticulture and Small Fruit Research
  - Center for Air and Water Quality

Center for Biological Control  
Cooperative Extension Program  
College of Pharmacy and Pharmacology  
School of the Environment  
School of Business  
College of Science and Technology  
USDA/ARS Center for Medical, Agricultural & Veterinary Entomology  
Veterinary Technology and Pre-veterinary Program

- **Potential external collaborators and partners**

US Department of Agriculture    Agricultural Research Service  
                                                  Animal and Plant Health Inspection Service  
                                                  National Institute for Food and Agriculture

University of Florida/IFAS        Animal Science Department  
                                                  Agronomy Department  
                                                  Horticulture Department  
                                                  Soil and Water Science Department  
                                                  School of Forest Resources and Conservation

Florida Atlantic University        Agribusiness Department

Florida International University

Langston University                Cooperative Extension Program  
                                                  Animal Science Program

Prairie View A&M University      Cooperative Extension Program

Fort Valley State University      Cooperative Extension Program

Other 1890 Land-Grant Universities

Florida Department of Agriculture

Florida Department of Environmental Protection

Private Corporations and Foundations

FAMU Alumni Association

Florida Veterans Association

**International Collaborators and Partners**

International institutional collaborators and partners who are working with Florida A&M University will be invited to join in planning and implementing various mutually beneficially research projects. These

institutions include universities and colleges from the Caribbean nations, Haiti, Kenya, Nigeria, South Africa, Brazil, France, Italy, Germany and Austria.

### **Extension and Outreach**

Florida A&M University does not have an extension and outreach office in the Brooksville area, and the Cooperative Extension Leadership in the College will collaborate with its counterpart in the University of Florida to determine what outreach projects could be implemented. Some of the projects that are being considered include the following:

- **Youth development.** The FAMU Cooperative Extension Leadership will collaborate with UF/IFAS Cooperative Extension agents and reach out to area high schools and middle schools and encourage them to organize student clubs and organizations where they will be introduced to the sciences of agriculture. We will also reach out to the Future Farmers of America and the 4-H club members to participate in the program. Students and clubs participating in this project will be assigned a piece/plot of land in the area to plant vegetables and food crops. They will also get in-kind support of seeds, fertilizers, water, and other essentials to grow the vegetables. In this project, students will get to learn that agriculture is a STEM discipline. They will learn the basic sciences involved in plant growth and care, and gain first-hand experience in growing them. It is possible that the youth development program may be expanded to include livestock and other agricultural enterprises, if resources are available. This project will be considered a part of the 'Beginning Farmer' Program to promote agriculture as a career and profession. They will be supervised by the county extension agent and the club adviser.

The College will allocate an area of land in the Bankhead Jones 2 (BJ2) area for this project.

- **Community gardening.** The College through the Cooperative Extension Program operates a permanent community garden near the university campus. The project is very popular among the local residents who plant vegetables and various food crops throughout the year in the garden. The FAMU Cooperative Extension Leadership will collaborate with UF/IFAS Cooperative Extension agents and Hernando County Councilors to reach out to the local community, including non-profit organizations, to participate in the community gardening project. The community gardening project is expected to help local communities in the area to grow their own food and learn that home and community gardening is a viable and healthy alternative to get their vegetables. Participants in the project will receive in-kind support from the program. The project will be supervised by the county extension agent in the area.

Appropriate guidelines and rules will be established to determine eligibility and ensure a harmonious working environment prevails in the area among the participants. This project will be located in the Bankhead Jones 2 (BJ2) area with the other gardening projects.

- **Education trips.** Where appropriate and feasible, the College will encourage the faculty to arrange for field trips to the site to see the livestock operations and other on-going projects. This can be done during the semester as well as for summer camps for students to have a better understanding and appreciation of beef cattle production, goat production, grape growing, fruit production, and other agricultural enterprises.

**Teaching and Graduate Student Research**

The College with the support of the teaching and research faculty will submit proposals for graduate student research to be undertaken at the site. Where practical and appropriate, collaborative research in beef cattle, meat goat, pasture, soil and watershed management with faculty from UF/IFAS and other universities will be encouraged.

At a later date, if resources are available, dormitories and other buildings will be constructed for faculty and students to stay at the site to conduct their research.

**Administration and Management**

The administration and management of the Brooksville site will be undertaken by a group of personnel stationed at the site with oversight from the Dean of the College of Agriculture and Food Sciences.

The present offices and buildings at the Brooksville site will be used by the administration after the necessary renovation and repairs are done. At a later date, if resources are available, additional buildings may be constructed if necessary to meet the needs of the faculty and the administration.



**FIGURE 1**  
**LOCATIONS OF USDA PROPERTIES**  
**NEAR BROOKSVILLE, FLORIDA**

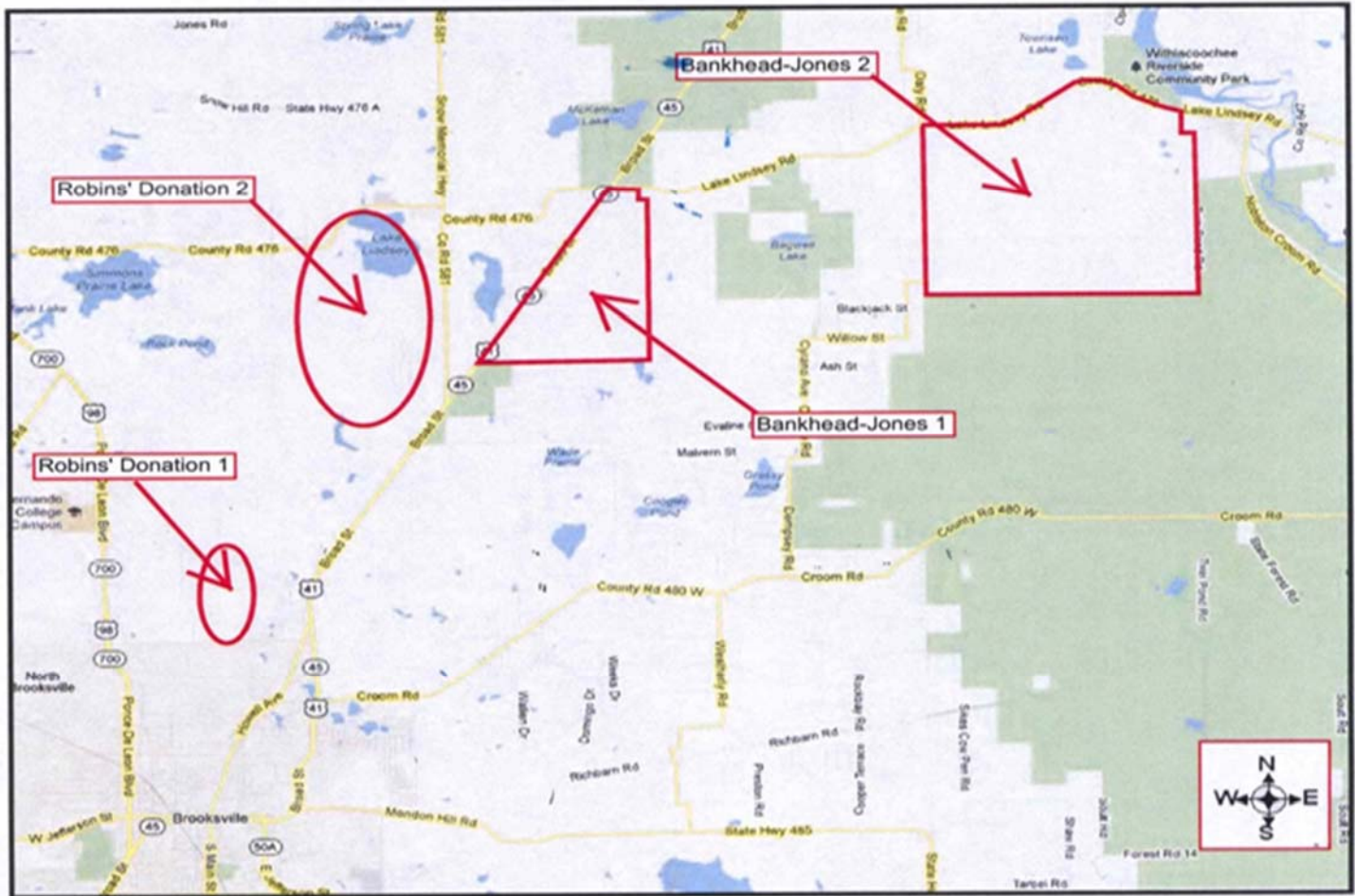
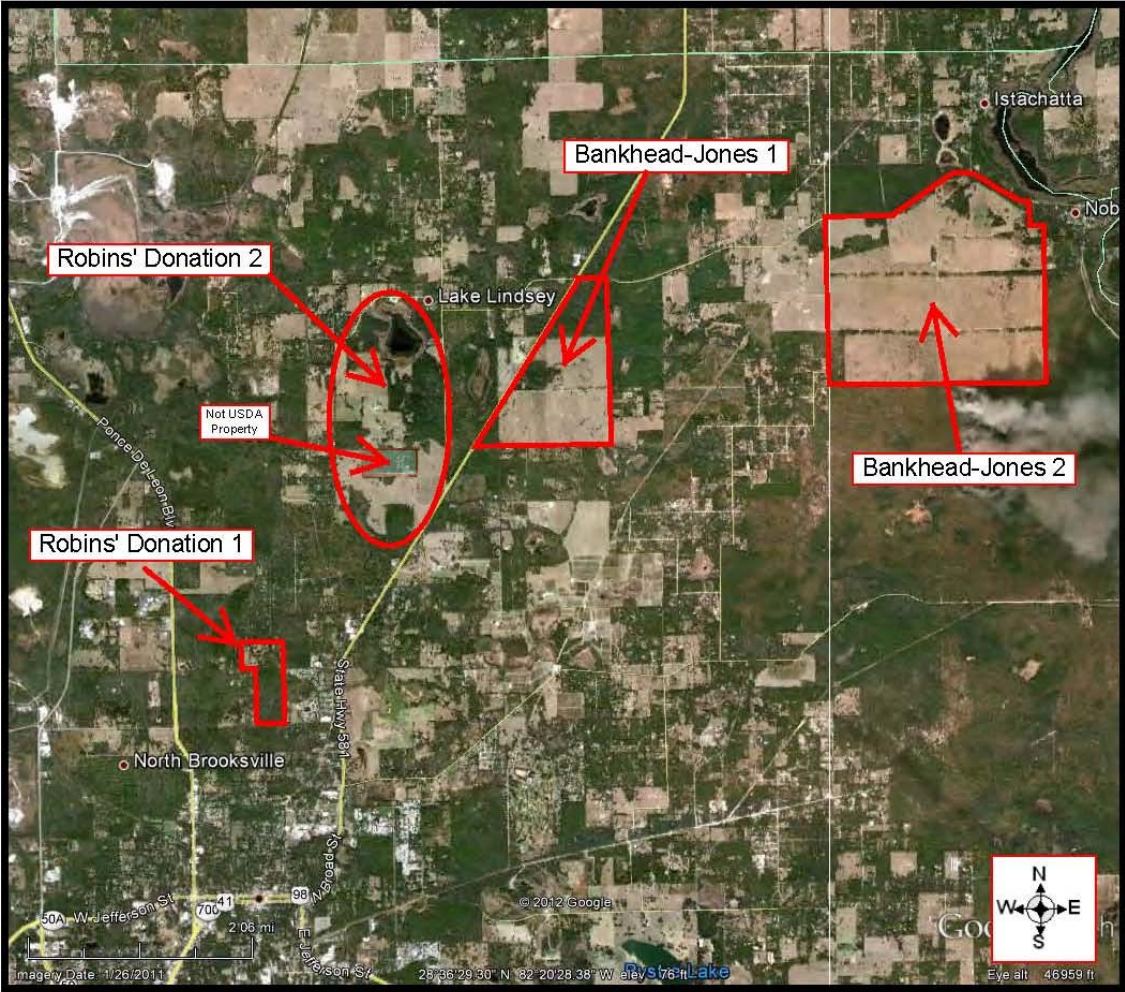


FIGURE 1-A  
LOCATION OF USDA PROPERTIES  
NEAR BROOKSVILLE, FLORIDA



Map Scale

## Annex 1

Florida A&M University  
College of Agriculture and Food Sciences  
Brooksville Project, Florida  
Plan of Work

### **Members of Review Committee**

Dr. Robert Taylor (Dean)	Soil Science
Dr. Michael Thomas	Agribusiness
Dr. Ray Mobley	Veterinary Medicine
Dr. Lambert Kanga	Entomology
Dr. Cass Gardner	Agronomy
Dr. Lee Anderson	Animal Science
Dr. Charles Magee	Biological and Agricultural Systems Engineering
Dr. Bobby Phills	Horticulturist/Plant Breeder
Dr. Violeta Colova	Viticulturist
Mrs. Vonda Richardson	Extension
Dr. Stephen Leong	Agricultural Economics

### NEPA Schedule

ID	Task Name	Duration	Start	Finish	Cost	Cost2	Timeline																																												
							September	October	November	December	January	February	March	April	May																																				
1	Notice to Proceed	0 days	Mon 9/1/14	Mon 9/1/14	\$0.00	\$0.00	8/24	8/31	9/7	9/14	9/21	9/28	10/5	10/12	10/19	10/26	11/2	11/9	11/16	11/23	11/30	12/7	12/14	12/21	12/28	1/4	1/11	1/18	1/25	2/1	2/8	2/15	2/22	3/1	3/8	3/15	3/22	3/29	4/5	4/12	4/19	4/26	5/3	5/10							
2	Project kickoff mtg	1 day	Thu 9/11/14	Thu 9/11/14	\$9,696.17	\$0.00																																													
3	Prepare draft EA	46 days	Fri 9/12/14	Mon 10/27/14	\$51,133.72	\$2,817.29																																													
4	USDA review of draft EA	21 days	Tue 10/28/14	Mon 11/17/14	\$0.00	\$1,286.16																																													
5	Revise draft EA & draft FONSI	14 days	Tue 11/18/14	Mon 12/1/14	\$21,227.99	\$857.44																																													
6	USDA review revised draft EA & draft FONSI	14 days	Tue 12/2/14	Mon 12/15/14	\$0.00	\$857.44																																													
7	Check copy EA & FONSI	7 days	Tue 12/16/14	Mon 12/22/14	\$0.00	\$428.72																																													
8	Draft FR and newspaper notices	14 days	Tue 11/18/14	Mon 12/1/14	\$2,008.96	\$857.44																																													
9	USDA review draft FR & newspaper notices	14 days	Tue 12/2/14	Mon 12/15/14	\$0.00	\$0.00																																													
10	Final FR & newspaper notices	7 days	Tue 12/16/14	Mon 12/22/14	\$0.00	\$0.00																																													
11	Notice published in FR & newspapers	1 day	Mon 1/5/15	Mon 1/5/15	\$1,795.90	\$61.25																																													
12	Public comment period	30 days	Mon 1/5/15	Tue 2/3/15	\$0.00	\$1,837.37																																													
13	Preliminary responses to public comments	7 days	Wed 2/4/15	Tue 2/10/15	\$6,488.80	\$428.72																																													
14	USDA review of responses to public comments	7 days	Wed 2/11/15	Tue 2/17/15	\$0.00	\$428.72																																													
15	Final responses to public comments	7 days	Wed 2/18/15	Tue 2/24/15	\$8,188.42	\$428.72																																													
16	Prepare draft final EA & FONSI	10 days	Wed 2/25/15	Fri 3/6/15	\$2,842.96	\$612.46																																													
17	USDA review draft final EA & FONSI	15 days	Mon 3/9/15	Mon 3/23/15	\$0.00	\$918.68																																													
18	Final EA & FONSI	7 days	Tue 3/24/15	Mon 3/30/15	\$1,941.88	\$428.72																																													
19	Compile administrative record	211 days	Mon 9/1/14	Mon 3/30/15	\$0.00	\$0.00																																													
20	Finalize administrative record	30 days	Tue 3/31/15	Wed 4/29/15	\$3,671.49	\$0.00																																													

Project: USDA Florida A&M Unive

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Split		External Tasks		Inactive Summary		Manual Summary		Progress	
Milestone		External Milestone		Manual Task		Start-only		Manual Progress	
Summary		Inactive Task		Duration-only		Finish-only			

September 8, 2014

## Florida A&M University

### FAMU-Brooksville Project Proposed Budget for 2015 - 2019

I. Capital Outlay	Year 1*	Year 2	Year 3	Year 4	Year 5
1. Repairs to infrastructures	50,000	0	0	0	0
2. Telecommunications and security equipment	10,000	0	0	0	0
3. Tractor @ \$30,000	30,000	0	0	0	0
4. Tractor with front end loader and backhoe @ \$35,000	35,000	0	0	0	0
5. Bush hog \$5,000	10,000	0	0	0	0
6. Trailer @ \$10,000	10,000	0	0	0	0
7. Disc harrow @ \$5,500	5,500	0	0	0	0
8. Rotovator @ \$4,500	4,500	0	0	0	0
9. Augur	1,000	0	0	0	0
10. Sprayers @ \$2,500	5,000	0	0	0	0
11. Water tank @ \$10,000	10,000	0	0	0	0
12. Sub-soiler	2,500	0	0	0	0
13. Tools – for repair and maintenance	1,000	0	0	0	0
14. Office furniture & furnishing	5,000	0	0	0	0
15. Miscellaneous	0	5,000	0	0	0
16. Contingencies 5%	9,365	9,225	0	0	0
<b>Total:</b>	<b>\$193,725</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

II. Administrative/ Management Overhead	Year 1	Year 2*	Year 3	Year 4	Year 5
Personnel					
1. Farm Manager/Foreman @ \$65,000/yr	16,250	65,000	65,000	65,000	65,000
2. Agricultural Assistant @ \$35,000/yr	8,750	35,000	35,000	35,000	35,000
3. Office Assistant @\$25,000/yr	6,250	25,000	25,000	25,000	25,000
4. Tractor Driver @ \$28,000/yr	7,000	28,000	28,000	28,000	28,000
5. Farm Worker @ \$25,000/yr	6,250	25,000	25,000	25,000	28,000
6. Fringe benefits 45%	20,025	80,100	80,100	80,100	80,100
<b>Total:</b>	<b>64,525</b>	<b>258,100</b>	<b>258,100</b>	<b>258,100</b>	<b>258,100</b>
III. Operating Expenditure					
	Year 1	Year 2*	Year 3	Year 4	Year 5
1. Field supplies	10,000	20,000	20,000	20,000	20,000
2. Office supplies	300	1,200	1,200	1,200	1,200
3. Communications – internet, telephone etc.	1,500	6,000	6,000	6,000	6,000
4. Fuel and lube	900	6,000	6,000	6,000	6,000
5. Utilities	1,800	7,200	7,200	7,200	7,200
6. Trash collection	750	3,000	3,000	3,000	3,000
7. Contingencies 10%	1,525	4,340	4,340	4,340	4,340
<b>Total:</b>	<b>16,775</b>	<b>47,740</b>	<b>47,740</b>	<b>47,740</b>	<b>47,740</b>

September 8, 2014

IV. Summary

Expenditure

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	Year 1*	Year 2	Year 3	Year 4	Year 5
Capital Outlay	193,725	0	0	0	0
Administrative/Management Overhead	64,525	258,100	258,100	258,100	258,100
Operating Expenditure	16,775	47,740	47,740	47,740	47,740
<b>Total Expenditure (I + II + III)</b>	<b>\$275,025</b>	<b>\$305,840</b>	<b>\$305,840</b>	<b>\$305,840</b>	<b>\$305,840</b>

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V. Sources of Funds and Expenditure

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	Year 1	Year 2*	Year 3	Year 4	Year 5
Florida State (Utilities and Maintenance)	0	250,000	250,000	250,000	250,000
FAMU Administration	275,025	55,840	55,840	55,840	55,840
<b>Total Funds Available</b>	<b>275,025</b>	<b>305,840</b>	<b>305,840</b>	<b>305,840</b>	<b>305,840</b>
<b>Total Expenditure (I + II + III)</b>	<b>275,025</b>	<b>305,840</b>	<b>305,840</b>	<b>305,840</b>	<b>305,840</b>

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September8, 2014

## Budget Narrative

Item	Description/ Justifications
<u>I. Capital Outlay</u>	
1	Needed for repairing existing office and lab buildings, and facilities – barns, sheds, storage, etc.
2	Needed to re-establish internet connections and telecommunications with main campus.
3 – 12	Needed for maintenance operations around existing buildings and facilities, and land preparation to conduct livestock and crop/plant research.
13	Needed for maintenance and repairs of equipment and machinery.
14	Includes desk, chairs, computers, telephones. Necessary to equipment office and make it operational.
<u>II. Administrative/Management Overhead</u>	
1	The Farm Manager will be responsible for the day-to-day operation of the Center. He/she will be assisted by an Agricultural Assistant.
3	The Office Assistant is needed to answer telephone calls, maintain necessary records, and correspondence.
4 and 5	Personnel needed to do the necessary field operations – research and maintenance.
<u>III. Operating Expenditure</u>	
1	Farm supplies and materials that are needed to establish and or maintain the pasture and field areas as well as those areas that will be used for livestock and crop research.
2 and 3	Needed to operate and maintain office and communication with main campus.
4	Needed for machinery and equipment for maintenance and field operations.
5 and 6	Needed to keep the center operational.



### Sources of Funds

The College needs financial help from FAMU Administration to secure the land and to develop it into the FAMU-Brooksville Research and Education Center. During the first five years of operation, financial assistance is needed to cover the capital outlay, administrative and management overhead and operating expenditure. The amount needed is listed below:

Sources of Funds	Year 1*	Year 2	Year 3	Year 4	Year 5
Florida State (Utilities and maintenance)	0	250,000	250,000	250,000	250,000
FAMU Administration	275,000	55,840	55,840	55,840	55,840

At the end of Year 1 (2015), we expect the land to be transferred to Florida A&M University and we will put our Plan of Work into operation. It will take about 1-2 years to get the area back into shape. We are discussing with *Vet Power* and *Florida Black Farmers Association* to participate in the Beginning Farmer and Beginning Rancher Program that will be initiated in Year 2 and expect the program to generate about \$50,000 per year beginning from year 5 onwards and will go towards strengthening on-going projects in the area. We will be working to identify governmental grants, corporate and institutional partners who may be interested to develop research cum business projects that will generate additional revenue for the College. We are confident that the FAMU-Brooksville Research and Education Center will be self-sustaining after Year 5 through Governmental grants, business cum research projects with corporate partners and institutional projects.



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

**Academic Affairs Committee  
Date: Wednesday, September 10, 2014  
Agenda Item: VIII**

**Subject:** Division of Academic Affairs Update

**Summary:** Provost's opening remarks.

**FLORIDA A&M UNIVERSITY**  
**Division of Research**  
**Recently Funded Research and Training Awards**  
**Fiscal Year 2014 - 2015**

<b>Date Awarded</b>	<b>Principal Investigator</b>	<b>Title</b>	<b>College/School</b>	<b>Sponsor</b>	<b>\$ Amount Awarded, 2014-2015</b>	<b>Abstract</b>
06/01/2014	Mogus D. Mochena	Early-Concept Grants for Exploratory Research Program (EAGER): Magnetic Interrogation of Mesosclae Materials	College of Science & Technology	National Science Foundation	<b>100,000</b>	The EAGER is a materials research proposal that brings together the disciplines of physics, chemistry, biology and engineering. The grant dollars will fund a pilot program housed at the National High Magnetic Field Laboratory.
06/18/2014	Cynthia M. Harris	Scholarships for Disadvantaged Students – Public Health	College of Pharmacy & Pharmaceutical Sciences	Health Resources and Services Administration	<b>293,171</b>	The award provides resources to train and educate disadvantaged students in public health.
06/18/2014	Cynthia Hughes-Harris	Scholarships for Disadvantaged Students – Occupational Therapy	School of Allied Health	Health Resources and Services Administration	<b>575,000</b>	The award provides to train and educate disadvantaged students in occupational therapy.
06/18/2014	Michael D. Thompson	Scholarships for Disadvantaged Students – Pharmacy Practice	College of Pharmacy & Pharmaceutical Sciences	Health Resources and Services Administration	<b>625,203</b>	The award provides resources to train and educate disadvantaged students in health care professions (e.g. pharmacy).
7/9/2014	Cynthia M. Harris	Facilitating the Development of the Scientific Workforce to Address Health Disparities in Florida	College of Pharmacy & Pharmaceutical Sciences	Florida State University	<b>66,104</b>	The Health Equity Research Institute will facilitate the design of broad-based studies to address health disparities in medically underserved populations and to evaluate the outcomes.

7/28/2014	Wanda Ford	Title III, Part F, Strengthening HBCU Programs\ SAFRA	President's Office (Administration)	U.S. Department of Education	<b>1,586,753</b>	The program helps eligible HBCUs to become self-sufficient and expand their capacity to serve low-income students by providing funds to improve and strengthen the academic quality, institutional management, and fiscal stability of eligible institutions.
7/28/2014	Wanda Ford	Title III, Part B, Historically Black Graduate Institutions (Graduate) Program	President's Office (Administration)	U.S. Department of Education	<b>5,722,787</b>	
7/28/2014	Wanda Ford	Title III, Part B, Strengthening HBCU Program (Undergraduate)	President's Office (Administration)	U.S. Department of Education	<b>3,753,165</b>	
7/28/2014	Vonda Richardson	Expanded Food & Nutrition Education Program (EFNEP)	College of Agriculture & Food Sciences	U.S. Department of Education	<b>192,827</b>	FAMU EFNEP program teaches nutrition and food resource management to low income families and youths.
7/29/2014	Ralph Turner	2014-2016 Florida - Georgia Louis Stokes Alliance for Minority Participation (FG-LSAMP) Bridge to the Doctorate at the University of South Florida	College of Science & Technology	National Science Foundation	<b>987,000</b>	The primary objective of the program is to increase the number of FG-LSAMP graduates who obtain STEM doctoral degrees, and successfully transition them into post-graduate careers in industry, government or academia.
8/5/2014	Yuch Hsieh	Soil and Nutrient Accumulation Rates and Sulfur Chemistry of Ephemeral Wetlands and their Indication to the Environmental Quality of the Surrounding Basin	College of Agriculture & Food Sciences	U.S. Department of Agriculture-Forest Service	<b>59,500</b>	This project will educate and train students in the Center for Water and Air Quality and enhance research capability and collaboration among the faculty members and external collaborators toward developing novel environmental indicators.

8/7/2014	Odemari Mbuya	Forest Soil Seed Bank and Vegetation Management in Apalachicola National Forest	College of Agriculture & Food Sciences	U.S. Department of Agriculture-Forest Service	<b>59,500</b>	A field study will be conducted in collaboration with the Apalachicola National Forest personnel in Tallahassee/Crawfordville, to estimate soil seed bank inventory under different forest land and use/land cover over time.
8/7/2014	Alfredo Lorenzo	Developing an Education Partnership with the FAMU - DRS to Establish an Outdoor Classroom for Teaching Environmental Sampling	College of Agriculture & Food Sciences	U.S. Department of Agriculture Forest Service	<b>30,625</b>	This project will create an outdoor classroom site at the Florida A&M University DRS to teach students proper environmental sampling techniques in the context of forested ecosystems.
8/13/2014	Reva Myers	Students that Access Affordable Resources Succeed (STAARS)	College of Education	U.S. Department of Education	<b>336,193</b>	The goal is to improve the University's capacity to serve the low-income student/parent population. This grant will support the retention, persistence, and graduation rate of the low-income student/parent population through the development and implementation of STAARS.
8/18/2014	Nazarius Lamango	Disrupting Polyisoprenylated Protein Function for Lung Cancer Therapy	College of Pharmacy & Pharmaceutical Sciences	National Institutes of Health-National Institute of General Medical Sciences	<b>338,920</b>	The grant will study the expression and enzymatic activities of PMPMEase in different stages of lung cancer and normal adjacent tissues as a novel strategy for early/companion diagnosis and/or screening for lung cancer.
<b>Total</b>					<b>\$14,726,748</b>	

**Florida A&M University**  
**Licensure Exam Pass Rates: First-Time Test Takers**

FAMU Program	2014					
	Examinees	Number of Candidates Passing First-Time	FAMU First-time Pass Rates	FAMU Overall Pass Rates	State	National Average
Cardiopulmonary Science	10	10	100%	100%	N/A	84.62%
Law	36	26	72.2% <small>(February 2014 test date)</small>	N/A	72.90%	N/A
Nursing	36	32	88.89% <small>(01/01/14-06/30/14)</small>	N/A	77.47% <small>(01/01/14-06/30/14)</small>	88.74% <small>(01/01/14-06/30/14)</small>
Occupational Therapy	*NA	*NA	*NA	*NA	*NA	*NA
Pharmacy	*NA	*NA	*NA	*NA	*NA	*NA
Physical Therapy	16	13	81.25%	81.25%	93.55%	92.34%

*\*Pharmacy results will not be ready until October. Occupational Therapy had 27 students to graduate August 1st. They have not taken the exam yet.*

Updated August 7, 2014

**Florida A&M University**  
**Licensure Exam Pass Rates: First-Time Test Takers**

<b>FAMU Program</b>	<b>2010</b>	<b>2013</b>	<b>2014 (as of August 7, 2014)</b>
<b>Cardiopulmonary Science</b>	<b>72.7%</b>	<b>85.70%</b>	<b>100%</b>
<b>Law</b>	<b>61.10%</b>	<b>73.10%</b>	<b>72.2%</b> <i>(Feb. 2014 Test Date)</i>
<b>Nursing</b>	<b>84.72%</b>	<b>74.39%</b>	<b>88.89%</b> <i>(01/01/14-06/30/14)</i>
<b>Occupational Therapy</b>	<b>50%</b>	<b>67%</b>	<b>*N/A</b>
<b>Pharmacy</b>	<b>72.18%</b>	<b>85.37%</b>	<b>*N/A</b>
<b>Physical Therapy</b>	<b>54%</b>	<b>46.15%</b>	<b>81.25%</b>

*\*Pharmacy results will not be ready until October. Occupational Therapy had 27 students to graduate August 1st. They have not taken the exam yet.*



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

**Academic Affairs Committee  
Date: Wednesday, September 10, 2014  
Agenda Item: IX**

**Subject:** Moment of Recognition – Professional Achievement

**Summary:** Professor Deleso Alford and Dr. Ronald Lumpkin

**Professor Alford**, a tenured Associate Professor of Law, teaches Torts I and II, Race and the Law, Bioethics and the Law, and Critical Race Theory. She earned a B.S., magna cum laude at Southern University A & M College, a J.D. at Southern University Law Center, and an LL.M. at Georgetown University Law Center, Washington, DC. Currently, Professor Alford is pursuing a Master of Arts degree in Bioethics from the Medical College of Wisconsin. Her scholarly research focuses on integrating innovative teaching methodologies that promote cultural competency/cultural humility and diversity awareness amongst health profession schools and law schools. She addresses issues of ethnicity, race, and gender which impact healthcare delivery and patient rights, with particular emphasis on historically marginalized population.

Professor Deleso Alford provided Continuing Legal Education training to the National Bar Association (NBA) during their International Affiliates Meeting in Salvador da Bahia, Brazil (May 17 - May 21, 2014) and Rio de Janeiro, Brazil (May 21 - May 24, 2014) on the panel topic, Comparative Perspectives on Human Rights Issues. Her presentation entitled, *The Forgotten Women of Tuskegee: Using Critical Race Feminist Lens to Explore the United States Public Health Service Syphilis Study at Tuskegee and Its International Impact* explored the historically accepted narrative of the United States Public Health Service (USPHS) Syphilis study at Tuskegee (1932-1972) and the newly discovered narrative of the USPHS and Pan American Sanitary Bureau Syphilis study in Guatemala (1946-1948).

Professor Alford was awarded a Research Residential Scholarship as a Visiting Scholar (Summer 2013) to conduct research at Tuskegee University. Her research focus was to explore the omission of the women affected by the U.S. Public Health Service Syphilis Study at Tuskegee and its impact on the present day practice of medicine, curricular development in legal and health professions and research exclusion of vulnerable populations.





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

**Dr. Lumpkin** is an Assistant Professor and Director of Student Services in the School of Architecture and Engineering Technology. He received a Bachelor of Science degree in Architectural Studies and a Master of Architecture degree from Florida A&M University. He also received a Ph.D. in Educational Leadership from Florida A&M University.

Dr. Lumpkin joined the Florida A&M University faculty in 1987. His teaching interests include lower division design studio, space planning, crime prevention through environmental design (CEPTED), and orientation to architecture. His primary administrative role is to manage the recruitment, advising, and retention efforts in the School of Architecture. His major accomplishments include development of the Associate in Arts articulation agreements with six community colleges in North Florida, and a Florida and Historically Black College and University first collaborative undergraduate and graduate degrees in Facility Management. Professionally, Dr. Lumpkin's experiences include design consulting, and architectural programming. He has written and published research on topics of minority recruitment, gender and race in architectural education, and facilities and academic achievement.

In March 2014, Dr. Lumpkin attended the 2d Annual International Conference on Architecture and Civil Engineering in Singapore and presented his research regarding the relationship between building design and occupant effectiveness, in this particular case, the school building's impact on raising student achievement. Presentation at the conference with this subject matter was unique, as well as, the depth of the quantitative analysis that led to the conclusions. One goal of attending the conference was to reiterate with architects and engineers in the Pacific realm that effective building design and construction correlates to, in my case, desired educational outcomes.



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

**Academic Affairs Committee  
Date: Wednesday, September 10, 2014  
Agenda Item: X**

**Subject:** Update on the Black Television News Channel partnership with Florida A&M University's School of Journalism & Graphic Communication

**Summary:** BTNC representatives and SONY engineers have begun their architectural design and engineering processes in the School of Journalism & Graphic Communication. SONY is preparing its engineering plan for BTNC's and FAMU SJGC's operations, which includes upgrades to existing student facilities. SJGC Dean Ann Wead Kimbrough's presentation will include information on campus-wide involvement in the creation of original music scores, interior designs, newsroom environments, marketing and promotions.