I. Roll Call

Chair Anthony Barbar

II. Action Item: Ratification of 2014-15 FAU BOT/UFF Collective Bargaining Agreement Mid-Contract Reopeners

Mr. David Kian, VP Legal Affairs

III. Action Item: November 17 BOT Meeting Date Change

Chair Barbar

IV. Informational Item: Update on Final 2015-16 Educational and General Budget and Plans to Investigate Refinancing Selected FAU Bond Debt

Ms. Dorothy Russell, VP Financial Affairs
Sunday, September 20, 2015

SUBJECT: Ratification of 2014-15 FAU BOT/UFF Collective Bargaining Agreement Mid-Contract Reopeners

PROPOSED BOARD ACTION
Ratification of 2014-15 Collective Bargaining Agreement reopened articles negotiated between the authorized representatives of the Florida Atlantic University Board of Trustees and the United Faculty of Florida at FAU (UFF).

BACKGROUND INFORMATION
The current contract with the UFF in effect from 2012-2015 permits both sides to open a limited number of articles for negotiations each year. This year, the parties negotiated five articles and reached tentative agreement on all of them. The BOT Personnel and Compensation Committee has provided guidance, authorization and approvals throughout the reopener process. Trustee Teske served as Chair of the Committee during the negotiations.

In summary, the following issues were addressed in the amendments:

- Article 12 – the notice benefit of non-Reappointment was extended to include merit-promoted instructors only.

- Article 17 – the use of sick leave for parental leave purposes was extended from 6 to 8 weeks. The additional 2 weeks may only be utilized in the event no annual leave or paid parental leave is available, and the employee has accrued enough sick leave time to use. If an employee takes off a semester of parental leave, they must return to work for a semester or must pay back to the university all salary received during the leave semester. A limit was also set on the number of employees who can take leave in any one semester to avoid disruption to the department and its students.

- Article 23 – there will be no salary increases other than merit promotions, which will continue to be awarded at the previously agreed rates. Clarification was added on the use and reporting of administrative discretionary increases.
• Article 24 – a cost-benefit analysis of providing a tuition benefit to employees’ dependents based on current models in the SUS will be performed. Results will be shared during or before the next year.

• Appendix I – the FAUS requirements for a Grandfathered Salary System versus a Performance Salary System was codified under current state law.

These proposed amended articles were ratified by the faculty union on July 6, 2015. These articles are being presented to the Board for ratification as the statutory employer.

**IMPLEMENTATION PLAN/DATE**

As stated in the Articles, the amended provisions become effective upon Board of Trustees approval.

**FISCAL IMPLICATIONS**

The salary increases for promotions are funded by the FAU E&G Budget and FAUS appropriated budget.

Supporting Documentation: Tentatively Agreed to Amended Articles of the 2012-2015 Collective Bargaining Agreement between FAU and UFF

Presented by: David L. Kian, Vice President and General Counsel Phone: 561-297-3007
ARTICLE 12
NON-REAPPOINTMENT

12.2 Notice.

(a) A “semester” as used in this Article is defined as either a Fall, Spring, or Summer semester in which a summer assignment is offered and accepted. If a Summer semester constitutes all or part of the notice period, it shall be compensated as a Spring or Fall semester. All employees described below are entitled to written notice that they will not be offered further appointment. The provision of notice under this section does not provide rights to a summer appointment beyond those provided in Section 8.4(b).

(1) Employees in their first year of University service who are on academic year (9 month) appointments shall receive notice of non-reappointment not later than March 1 of the academic year, if the appointment expires at the end of that academic year. Employees in their first year of continuous University service who are on twelve-month appointments shall receive at least twelve (12) weeks notice.

(2) Employees in their second year of continuous University service who are on academic year (9 month) appointments shall receive one semester notice of non-reappointment. Employees in their second year of continuous University service who are on twelve-month appointments shall receive at least 19.5 weeks notice.

(3) Employees with two (2) or more years of continuous University service who are on academic year (9 month) appointments shall receive two semester notice of non-reappointment. Employees with two (2) or more years of continuous University service who are on twelve-month appointments shall receive 39 weeks notice.

(4) The University may choose to provide compensation in lieu of employing the employee during the notice period to the extent permitted by law.

(5) Employees who are appointed to multi-year agreements shall receive notice in the penultimate year of their agreement if they will be offered a new appointment.

(6) Employees who are on “soft money” (e.g., contracts and grants, sponsored research funds, auxiliary funds, and grants and donations trust funds), who had five (5) or more years of continuous University service as of June 30, 1991, shall receive a one year notice, contingent upon funds being available.
(7) FAUS employees will be notified of a subsequent annual appointment offer on or before May 1 prior to the expiration of their appointment.

(8) FAU Instructors who have been employed at FAU for over three years on an annual appointment will be notified of a subsequent annual appointment offer on or before the expiration of that annual appointment.

(b) Senior Instructors and University Instructors (Positions 8860 and 8861) shall receive notice as set forth in 12.2(a)(3) above. All other employees in the following categories are not entitled to written notice that they will not be offered further appointment:

(1) Employees who are on "soft money" (e.g., contracts and grants, sponsored research funds, auxiliary funds, and grants and donations trust funds), including all FAUS employees, except those described in Section 12.2(a)(6), above.

(2) Employees who hold acting, OPS, or temporary appointments.

(3) Employees who are appointed for less than one (1) academic year.

(4) Employees who are appointed to a visiting appointment.

(5) Employees with an offer letter or Notice of Appointment which states, in substance, that their employment will cease on the date indicated.

(6) Employees with an offer letter for a specified fixed term appointment.

12.4 Resignation. An employee who wishes to resign has the professional obligation, when possible, to provide the University with at least one semester's notice. Upon notice of resignation, all consideration for tenure and reappointment shall cease.
ARTICLE 17
LEAVES

17.8 Unpaid Parental Leave.
   (a) If a faculty member is ineligible or chooses not to utilize paid parental leave, the faculty member will be granted a parental leave not to exceed six (6) months when the employee becomes a biological parent or a child is placed in the employee’s home pending adoption. Foster care is not covered under parental leave but may be provided through the FMLA.
   (b) Employees on parental leave may use up to six weeks of paid sick leave for the period of leave immediately following the birth of a child. Parental leave beyond the six week period may be covered by other accrued paid leave or remain a period of unpaid leave. Employees who are ineligible for paid parental leave may use two additional weeks of paid sick leave up to a total of eight weeks if no other leave is available and no other employee will use Paid Parental Leave for the same Triggering Event. Use of accrued leave during an approved period of leave without pay shall be in accordance with Section 17.2.
   (c) The period of parental leave shall begin no more than two (2) weeks before the expected date of the child’s arrival.
      (1) The Provost or designee shall acknowledge to the employee in writing the period of leave to be granted, and the date of return to employment.
      (2) At the end of the approved parental leave and at the employee’s request, the Provost or designee shall grant part-time leave without pay for a period not to exceed one (1) year, unless the Provost or designee determines that granting such leave would be inconsistent with the best interests of the University.
      (3) Any illness caused or contributed to by pregnancy shall be treated as a temporary disability if requested, and in accordance with the STD and LTD plan provisions.
   (d) Intermittent FMLA leave or a reduced work schedule may be approved as permitted by law.

17.9 Paid Parental Leave. A 9-month faculty member who does not accrue annual leave and is on a benefit-eligible line of 0.75 FTE or greater may utilize paid parental leave for a period of one (1) regular (Fall or Spring) semester no more than once every three years during his or her employment with the University. FAUS employees and employees on 10- or 12-month appointments are not eligible (retroactively to inception of the benefit). Such paid parental leave may be requested for a parental leave “Triggering Event”, defined as, taken no later than a year from the point when the faculty member becomes a biological parent or a child is placed in the faculty member’s home for purposes of adoption by the faculty member.

   (a) Commitment to return. The faculty member must agree in writing in
advance to return to University employment for at least one (1) regular (Fall or Spring) semester academic year following utilization of paid parental leave (the “required semester”). A faculty member who for any reason fails to fulfill this commitment to return to work as promised and/or remains employed full-time for the entire required semester will be responsible for repayment of the portion of salary and benefits received during the period of paid parental leave utilized. Faculty members who are not employed at FAU during the required semester due to Non-Reappointment or layoff, or are unable because of death or certified disability, are not expected to satisfy this repayment requirement.

(b) Extent of paid parental leave. Paid parental leave will not be granted for more than one semester on a three year rolling basis. Paid parental leave may not be granted to two faculty members for the same birth or adoption.

(c) Notice-Request and use with other leave(s). The eligible faculty member must request the use of paid parental leave in writing no later than three (3) months prior to the beginning of the leave. The request must identify the semester for leave to be taken. A shorter notice period may be permitted for good cause and/or special circumstances at the sole discretion of the Provost or designee. Parental leave is separate from, but may run concurrent with, medical leave or FMLA leave. Supporting documentation shall be provided to the Provost, Human Resources, or designee upon request.

(d) Signed agreement. The faculty member will sign a written agreement detailing the terms of the paid parental leave. Participation in paid parental leave is contingent upon execution of the signed agreement.

(e) Repayment. Repayment of salary received during the paid parental leave will be required if salary is paid in the absence of a written agreement signed by the faculty member or when the faculty member fails to comply with the terms of the signed agreement.

(f) Faculty on paid parental leave cannot engage in outside employment unless approved in advance by the Provost or designee.

(g) An Employee who will fall into any category below during the leave period requested is not eligible for paid parental leave:

1) FAUS employees.
2) Employees with an OPS/Temporary, Acting, or Visiting appointment.
3) Employees in grant-funded positions, unless specifically permitted and funded by the terms of the grant.
4) Employees on 10- or 12-month appointments are not eligible (retroactively to inception of the benefit).
5) Employees who have received notice of termination, non-
reappointment, or layoff.
6) Employees in phased retirement.
7) Employees on appointments of less than 0.75 FTE.

(h) Semesters available for paid parental leave. An eligible employee who timely requests leave may choose to take paid parental leave in a regular (Fall or Spring) semester beginning no later than a year from the Triggering Event. If 3 or more faculty members from a single department/unit request parental leave during the same semester, every reasonable effort shall be made to accommodate all the requests. If the faculty members and the department Chair are unable to reach a mutual agreement on the distribution of leaves, the issue would go to the College Dean for resolution. No employee will be denied paid parental leave due to multiple requests.

either during the regular semester in which the Triggering Event is scheduled to occur or the regular semester immediately following. If, however, more than one faculty member in a department, school or unit requests paid parental leave during the same semester, the Provost or designee employees can take leave. This decision is not subject to grievance under Article 20.
ARTICLE 23
SALARIES

23.1 University Compensation Increases for Faculty. The Florida Atlantic University Board of Trustees has approved funds for performance based increases, to be distributed as follows:

A) 2014-2015 Promotion Increases. Promotion increases shall be granted to employees promoted in 2012-13 effective upon the start of their 2013-14 academic year appointment. These increases shall be granted as follows:

1) in recognition of promotion to Associate Professor, Associate in ________, Associate Scholar/Scientist, Associate Engineer, Associate Research Professor, and Associate University Librarian, an increase equal to 9.0% of the employee’s previous year’s base salary; or

2) in recognition of promotion to Professor, Scholar/Scientist, Engineer, Research Professor and University Librarian, an increase equal to 12% of the employee’s previous year’s base salary.

3) in recognition of promotion to Senior Instructor/Senior Lecturer in accordance with the Provost’s Memorandum on Appointment and Promotion of Instructors and Lecturers, an increase of 9.0% of the employee’s previous year’s base salary, but the new salary may not exceed 9.15.0% more than the employee’s September 2009-2010 salary, if in the same position. The new base salary must be equal to or greater than $40,000; or

4) in recognition of promotion to University Instructor/University Lecturer in accordance with the Provost’s Memorandum on Appointment and Promotion of Instructors and Lecturers, an increase of 12.0% of the employee’s previous year’s base salary, but the new salary may not exceed 12.18.0% more than the employee’s September 2008-2010 salary, if in the same position.

B) 2013 Legislative Salary Increase.

1) In accordance with the Florida Legislative guidelines from Ch. 2013-40, Florida Laws, each eligible employee who qualifies for a “competitive pay adjustment” as defined by law shall receive an increase effective October 1, 2013 consistent with the law.

2) Eligible employees earning $40,000 a year or less will receive an increase of $1,400 to their annual base salary, adjusted for full or part-time status. Eligible employees earning more than $40,000 a year will receive an increase of $1,000 to their annual base salary; however the increase for employees in this category must result in a base salary of at least $41,400 a year.

3) In order to be eligible for this 2013 Legislative Salary Increase, employees must: (1) have been continuously employed at FAU since July 1, 2013; (2) be
meeting required performance standards during the one year period immediately preceding the increase; and (3) have not received an overall AMP appraisal ratings of “Needs Improvement” or “Below Standards,” or the equivalent for faculty, during the one year period immediately preceding the increase.

23.2 Additional University Compensation Increases for Faculty. Additional University Compensation Increases for Faculty. The FAU Board of Trustees has made a commitment to additional compensation increases for high performing faculty (not FAUS) and librarians. The University shall provide these bargaining unit employees with a total salary increase pool equal to 4.0% of the September 13, 2013 salary base of eligible bargaining unit employees for the 2013-2014 academic year. This pool includes any applicable legislative appropriated lump-sum compensation. All salary increases shall be distributed in the following categories:

A) — Merit Increases.

1) — All regular bargaining unit employees who were employed as of May 1, 2013, and have continued employment through October 1, 2013 and have Above Satisfactory overall annual evaluations for the 2012-2013 academic year or the 2012 calendar year will be eligible. The University shall provide a pool of funds to each college for increases to each college/unit equal to approximately 2.0% of the total base salary rate of eligible bargaining unit employees on September 13, 2013. The Dean/Unit head shall distribute these funds in a proportionate, fair and equitable manner to the department/unit.

2) — Merit increases shall be provided to eligible employees consistent with criteria specified in Article 10.4.

3) — The increases shall be effective upon ratification by the UFF.

B) — Market Equity Increases.

1) — All regular bargaining unit employees who have three or more academic years of consecutive assignment at FAU as of May 1, 2013 shall be eligible.

2) — The employee’s three year average overall evaluation must be Satisfactory or higher.

3) — For employees whose three year overall evaluations are Above Satisfactory or higher, the employee’s September 13, 2013 salary must be below 100% of the mean salary (parity level) for comparable departments and comparable ranks in the most recent Oklahoma State University Salary survey (or equivalent). For employees whose three year overall annual evaluations are Satisfactory, the employee’s September 13, 2013 salary must be below 80% of the mean salary (parity level) for comparable departments and comparable ranks in the most recent
The University shall provide a pool of funds to each college equal to approximately 2.0% of the total base salary rate of eligible bargaining unit employees on September 13, 2013. This amount is defined as the Available Market Equity for the unit.

The Available Market Equity shall be distributed to all eligible employees as defined above based on a formula set by the Dean of each college, and the formula must increase the distribution amount as the disparity from the adjusted parity level (based on evaluation as described above) increases. The formula shall not disqualify employees based on rank. The formula used to distribute funds shall be made available to faculty at least two weeks before the funds are distributed.

These increases shall be effective upon ratification by the UFF.

23.3. Additional Merit Increases for Administrative, Managerial and Professional ("AMP") Employees.

A) The FAU Board of Trustees shall provide AMP bargaining unit employees with a merit salary increase pool equal to 2.0% of the September 13, 2013 salary base of eligible AMP bargaining unit employees.

B) All bargaining unit AMP employees who were under appointment as of May 1, 2013 and who have continued appointment through August 7, 2013 shall be eligible.

C) Employees on grants or contracts shall receive salary increases equivalent to similar employees on regular funding, provided that such salary increases are permitted by the terms of the contract or grant and adequate funds available for this purpose in the contract or grant.

D) These increases shall be distributed according to the merit criteria for the unit.

E) These increases shall be effective upon ratification of the BOT/UFF Collective Bargaining Agreement.

23.42 Florida Atlantic University School Employees. FAUS employees shall participate in the FAUS Salary System attached at Appendix I.

A) FAUS Employee Promotion Increases.

1) Promotion increases shall be granted to FAUS employees pursuant to procedures and criteria for promotion to each rank for those promoted in 2012-13, effective upon the start of the 2013-14 academic year appointment. Permanent
status employees may be promoted, but may not receive any promotion/merit salary increase.

2) These increases shall be granted to non-permanent status employees in an amount equal to a specified percentage of the employee’s previous years’ base salary at the time of promotion to one of the ranks described below:

- 3% To achieve University School Accomplished Instructor;
- 7% To University School Assistant Professor;
- 8% To University School Associate Professor; and
- 9% To University School Professor

B) **2012-2013 FAUS Employee Base Salary Increases.** All FAUS employees shall receive an additional base salary increase for the 2013-2014 school year in accordance with the Statewide Teacher Pay Increases provided by law. The amount of the base increase for each FAUS employee shall be $2,975 effective at the start of the 2013-14 school year.

C) **Joint Appointments.** FAUS employees holding joint appointments with a department or unit in the University shall be eligible for any salary increases available to other part-time members of the bargaining unit in such department/unit of the University, with such increases appropriately pro-rated.

D) **FAUS Supplements.** FAUS employees shall receive salary supplements for approved extracurricular activities assigned by the Director under the following conditions:

1) The activity must involve duties that extend beyond the normal workday;
2) Employees shall receive a separate salary supplement for each assigned activity;
3) The amount of the salary supplement shall be determined after consultation with the FAUS UFF representative.
4) Salary supplements are not to be included in the base salary rate upon which future salary increases are calculated.

23.53 **Report to Employees.** All employees shall receive notice of their salary increase, if applicable. Upon request, an employee shall have the opportunity to consult with the person or committee which makes the initial recommendation for salary increases.

23.46 Nothing contained herein shall prevent the University from providing salary increases beyond the increases specified above. These increases are provided for market equity considerations, including verified counteroffers, documented
compression/inversion; verified counteroffers; increased duties and responsibilities; special achievements; and litigation/settlements; and similar situations. The UFF shall be given notice of any in-unit increase designated for special achievements. Any in-unit increase designated for market equity or compression/inversion shall be pursuant to an Equity Distribution Policy approved by the dean and provided to the UFF. The Equity Distribution Policy shall state the eligibility and distribution formula, and apply to all faculty in the department/school. In the event the University or college develops procedures for distributing increases under this section, a copy will be provided to the UFF. The UFF shall have the opportunity to discuss the equity distribution procedures policy in consultation with the President or his/her representative designee prior to their implementation.

23.57 Grievability. The only issues to be addressed in a grievance filed pursuant to Article 20 alleging violation of this Article are whether there is unlawful discrimination under Article 6, or whether there is an arbitrary and capricious application of the provisions of one or more Sections of this Article.

23.68 Type of Payment for Assigned Duties

A) Duties and responsibilities assigned by the University to an employee which do not exceed the available established FTE for the position shall be compensated through the payment of Salary, not Temporary Employment, unless stated otherwise in this Agreement.

B) Duties and responsibilities assigned by the University to an employee which are in addition to the available established FTE for the position shall be compensated through Temporary Employment, not Salary.
24.7 Free University Courses for Employees.

(a) Full-time employees, including employees on sabbaticals or on professional development or grants-in-aid leave, may enroll for up to six (6) credit hours of instruction per term (Fall, Spring, or Summer) under the Employee Educational Scholarship Program (EESP). Information on this program is available on the Human Resources webpage.

(b) The BOT will perform a cost-benefit analysis of providing a tuition benefit to employees’ dependents based on current models in the SUS. Results of the evaluation shall be shared with the UFF during or before the 2015-16 collective bargaining process.
APPENDIX I

FAUS SALARY SYSTEM - GRANDFATHERED AND PERFORMANCE

The parties acknowledge that salary schedules and systems are subject to change as the Legislature and the Florida Department of Education work to implement changes resulting from the Florida Student Success Act (Ch. 2011-1, Fla. Laws). What follows is effective beginning for the 2013-14 year based on current understanding of Legislative intent and technical assistance by the Florida Department of Education.

A. The state requires two salary systems: Grandfathered and Performance.

1. Grandfathered Salary System

The Grandfathered Salary System (“GSS”) is limited to full-time (1.0 FTE) school employees who currently have and remain employed on a permanent status contract.

New GSS employee base entry level minimum starting salary: $39,375. The minimum base starting salary above will be increased by $100 for each completed year of documented, effective, full-time equivalent (1.0 FTE) K-12 experience.

GSS employees are eligible for the annual Advanced Degree Supplement described below and those other supplements in accordance with the provisions of Article 23.4(d). Supplements are not added to or become part of the base salary.

GSS employees are not eligible for promotion increases or any base salary increases unless specifically provided for by law.

2. Performance Salary System

The Performance Salary System (“PSS”) is only available to instructional personnel on an annual contract. Employees on the GSS or with a permanent status contract are not eligible for the PSS. Permanent status employees may “opt in” to the PSS by permanently forfeiting permanent status and assuming employment on an annual contract. A PSS employee may not return to the GSS or regain permanent status.

New PSS employee base entry level minimum starting salary: $39,375. The minimum base starting salary above will be increased by $100 for each completed year of documented, effective, full-time equivalent (1.0
PSS employees are eligible for the annual Advanced Degree Supplement described below and those other supplements in accordance with the provisions of Article 23.4(d). Supplements are not added to or become part of the base salary.

PSS employees are eligible for promotion base salary increases in accordance with Article 23.4(a). Promotion increases shall be calculated on the base salary only, not including any supplement(s).

PSS employees are eligible for annual performance adjustments to the base salary and any other base salary increases specifically provided for by law. The annual performance increases to base salary for PSS employees are based solely on the annual performance evaluation overall rating and calculated as follows:

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**B. Advanced Degree Supplements**

Eligible employees may receive a single advanced degree supplement based on the highest degree earned. The supplements are not added to or become part of the base salary. The supplements are calculated as follows:

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<td>Masters</td>
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BOT RETREAT
AUDIT AND FINANCE COMMITTEE
September 20-21, 2015

SUBJECT: UPDATE ON FINAL 2015-16 EDUCATIONAL AND GENERAL BUDGET AND PLANS TO INVESTIGATE REFINANCING SELECTED FAU BOND DEBT

PROPOSED COMMITTEE ACTION

Information only.

BACKGROUND INFORMATION

The following brief updates to the Board of Trustees are planned:

1. Review of final 2015-16 Educational and General Budget

IMPLEMENTATION PLAN/DATE

The 2015-16 Educational and General Budget was finalized by Governor Rick Scott on June 29, 2015 and a brief update on those changes will be discussed.

During Fall 2015 Audit and Finance Sub-committee meetings and Full Board Meetings, materials that support potential refinancing opportunities will be discussed once proposals and options have been received and investigated. The goals are to take advantage of current interest rates, reduce our annual debt obligations, and realize savings to the University. It is expected that the transactions will be completed by December 2015, if possible, to maximize market conditions.

FISCAL IMPLICATIONS

N/A.

Supporting Documentation: Summary Table of FAU 2015-16 Final Educational and General Budget
Presented by: Ms. Dorothy Russell, V.P. for Financial Affairs and CFO Phone: 561-297-3267
## 2015-16 Educational and General Expenditure Budget

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September 20, 2015