

Memorandum of Agreement

On the

Management Plan of the College of Engineering

between

Florida A &M University, Florida State University, and the  
Chancellor, State University System of Florida

Tallahassee, Florida

Memorandum of Agreement on the  
Management Plan of the College of Engineering between  
The Florida Agricultural and Mechanical University and The  
Florida State University

Articles of Agreement

## **Article 1. Governance of the College**

Florida Agricultural and Mechanical University (FAMU) and the Florida State University (FSU) acknowledge the establishment of the Joint College of Engineering (Joint College) with engineering curricula subdivided into programs and degrees as approved by the Board of Governors of the State University System of Florida.

The Joint College shall be known as the College of Engineering of Florida Agricultural and Mechanical University and Florida State University. The acronym FAMU-FSU COE or JCOE may be used as an abbreviated designation of the College.

## **Article 2. Joint College Management Council**

The Joint College Management Council (Management Council) consists of the Chancellor, and the Presidents (or their designees), Provosts, Vice Presidents for Research, and Chief Financial Officers of the two universities.

The Dean of the Joint College and two student representatives, appointed by the respective Student Government Association presidents, shall be ex-officio non-voting members of the Management Council.

The Management Council shall function as a policy-making body for the Joint College in all matters except those that are governed by individual University rules, regulations, policies and procedures. The Chancellor shall serve as the presiding officer of the council. Meetings shall be held at least quarterly, and may be called at the request of either President, the Chancellor or the Dean.

The Management Council may invite participants to discuss topics and appoint subcommittees to study specific issues.

### **Article 3. Administration of the College**

There is a single Dean who reports functionally to the two Provosts and administratively and operationally to the Provost of Florida Agricultural and Mechanical University. The Management Council has designated the academic home of the Dean to be Florida Agricultural and Mechanical University.

The Dean is responsible for the planning, administration and operation of engineering programs and supporting units in the Joint College. The Dean formulates the budget, under the direction of the Provosts, for the Joint College and secures the funding according to the procedures of each university and the advice of the Management Council. The budget designated as the joint engineering budget shall be approved by the Management Council. The Management Council has designated FSU as fiscal agent, with fiduciary responsibility for the state allocated budget.

Each university, based on need, may allocate their own funds to support the Joint College. These funds will remain with the individual university and will not be accounted for as part of the Joint College budget.

The Dean is responsible for appointing College of Engineering faculty, staff and administration within established procedures of each university.

The President of Florida Agricultural and Mechanical University shall appoint the Dean of the JCOE in consultation with the President of Florida State University. The Presidents shall consider the recommendations of a search committee, and the composition of the search committee will be determined by the Presidents and approved by the Management Council.

College staff will be given access to both universities' processes and data as needed to perform their jobs.

### **Article 4. Faculty Appointment, Promotion and Tenure**

Faculty members are appointed by and hold tenure, when earned, in a department of the Joint College through one of the two participating universities. Faculty appointed at either university must meet uniform Joint College promotion and tenure standards. Upon the recommendation of the elected Joint College Promotion and Tenure Committee, the Dean shall make promotion and tenure recommendations to the respective universities in accord with their applicable regulations and procedures. These regulations and procedures shall be consistent, insofar as possible, with existing university regulations and procedures, and with collective bargaining agreements.

Faculty members employed by one university are automatically designated "Joint College" faculty thereby being considered a faculty member of both universities for purposes of carrying on the teaching, research and service responsibilities of the Joint College and have, except tenure, faculty privileges at both universities.

#### **Article 5. Students and Degrees**

Students are admitted to and graduated from either of the two participating universities. Students will be held to uniform grading standards, regardless of admitting university. Students choosing to enter an engineering program are first admitted to the Pre-engineering Program consisting of a basic set of science, mathematics, introductory engineering and liberal studies subjects. Admission to an engineering program as an engineering major at the Joint College is made after the student completes satisfactorily a prescribed set of prerequisite courses in mathematics and science at either of the two universities. Performance requirements for these prerequisites shall be set by the Joint College and approved by both universities. These requirements shall be uniform for students at both universities, and will supersede any conflicting university policies.

Registration for courses at the Joint College shall be made through the procedures of the university at which the student matriculates. The university registrars shall be the repositories of official records of student performance. All official academic records of students shall be made available to the Joint College as permitted by law.

Within the Joint College, upon the recommendation of the engineering faculty, the Dean may recommend to the Management Council policies and procedures affecting student life with the Joint College. Students shall be subject to the Student Code of Conduct regulations of their home university. The Joint College of Engineering, where possible, will follow a common set of procedures to address alleged Code violations. Responsibilities for and procedures related to student life outside the Joint College shall be handled through the normal channels of the university in which the student is enrolled.

Upon successful completion of an engineering degree program, a student shall receive a diploma from The Florida Agricultural and Mechanical University or The Florida State University, which indicates that the degree is awarded by the FAMU-FSU Joint College of Engineering.

#### **Article 6. Curriculum**

There is a single engineering curriculum at the Joint College specific to each

engineering program. All undergraduate degree programs at the Joint College shall be established to meet the requirements for accreditation of the Accreditation Board for Engineering and Technology (ABET).

The establishment of new degree programs or termination of existing degree programs shall be approved by the Boards of Trustees of both universities.

Faculty of the Joint College is responsible for developing and implementing the engineering curriculum leading to academic degrees in conjunction with the curriculum committees at the respective universities.

Faculty of each university may teach courses which they are qualified to instruct. Both universities shall honor all courses taught at the Joint College for degree credit. Degree curricula, requirements and course descriptions shall be published identically in the bulletins/catalogs of both universities.

#### **Article 7. Responsibilities of FAMU and FSU**

The Joint College is an integral part of each university. Each university has responsibilities for and obligations to support and maintain the operation of the Joint College. The Joint College uses the business and other support services of both universities and is prohibited from developing an autonomous administrative structure that is not responsible to the two universities, unless otherwise specified in this agreement.

The Joint College should be regarded as a single entity and the Dean is responsible for initiating and ensuring other support from the universities as the need arises.

FAMU and FSU shall work jointly to ensure that the most efficient and effective services are provided to the Joint College students, faculty and staff.

#### **Article 8 Semi-Annual Reports**

The Management Council shall receive reports from the appropriate responsible party on the following topics, and may require additional reports at its discretion:

- a. Recruiting, enrollment and graduation by gender and ethnicity;
- b. Adequacy and consistency in academic preparation and achievement;
- c. Budget and expenditures;
- d. Facilities Planning and Construction;
- e. Research funding and activities;
- f. Faculty hiring, promotion, tenure, and integration; and
- g. Technology transfer and commercialization activities.

## **Article 9. Provisions**

Any voting member of the Management Council may propose amendments or modifications to this agreement. Any amendment or modification to this agreement shall be approved by a two-thirds vote of the Management Council. Any matters not specifically referenced in this agreement may be resolved by consensus of the Dean and the two presidents; or may be referred to the Management Council for resolution.

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President, FAMU

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President, FSU

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Chancellor, Board of Governors

## Appendix 1

### **A. Construction**

The Management Council shall designate one university to have oversight responsibility for all construction projects at the Joint College that are initiated after June 30, 2016. FSU is responsible for the Joint College of Engineering construction.

### **B. Furniture and Equipment**

Purchases of furniture and other movable equipment must be approved by the Dean or designee.

The purchasing procedures and property inventory records should follow the institution which the research dollars have been awarded to.

Once a project has been closed or the property fully depreciated, the property shall be transferred to the Joint College of Engineering under the FSU property management system.

### **C. Maintenance**

FSU is responsible for Joint College building maintenance, janitorial services, and landscaping/grounds-keeping.

Support for special services (dedications and receptions) will be provided by FSU, but the Dean may request such services of either university when conditions warrant.

### **D. Security and Safety**

FSU will provide security for Joint College facilities. FSU Environmental Health and Safety will provide services to the Joint College. Emergency management, including closing the facility, is handled by FSU. If either university suspends classes, the college will suspend all classes.

### **E. Budget and Finance**

The Joint College budget has been appropriated as a single entity in the General Appropriations Act. The Management Council has designated FSU as fiscal agent, with fiduciary responsibility to maintain a separate and identifiable account for the Joint College.

The legislative budget request for the Joint College shall be developed by both Universities and approved by the Management Council.

The Dean will recommend and request approval of an annual operating



budget by the Management Council.

Budget reports will be provided to the Management Council on at least a quarterly basis.

#### **F. Risk Management and Insurance**

As noted in Section D, FSU will be responsible for environmental health and safety matters.

Student/employee injury or unemployment compensation is the responsibility of the university at which the individual is enrolled or employed.

Dealing with building and equipment damage or destruction related to research will be managed according to the procedures of the institution which has been awarded funds and in accordance with federal acquisition requirements.

#### **G. Minor Renovation Projects**

The Joint College will receive its pro-rata share of any minor maintenance appropriations made to the State University System, which will be titled in the name of the Joint College.

FSU, as fiscal agent, will manage renovation project funds unless otherwise agreed to between the two institutions.

#### **H. Purchasing**

Purchasing for general educational and general items will be handled by FSU. Research related purchases will follow the purchasing procedures for the institution which has been awarded funds.

#### **I. Space Inventory**

Space will be separately identified as belonging to the Joint College and will be addressed in the FSU space inventory system.

FSU will be responsible for the reporting of Joint College space to external entities as may be required, including, but not limited to, the Board of Governors, the Department of Financial Services, and the Department of Environmental Protection.

In addition, both universities may separately identify some space on its main campus as being assigned to the Joint College while remaining on the space

inventory of the respective university.

**J. Property Inventory**

Furniture and equipment will be separately identified as belonging to the Joint College and will be addressed in the FSU property inventory system. Property related to research will be managed according to the procedures of the institution which has been awarded funds and in accordance with federal acquisition requirements.

**K. Postal Services**

The Joint College receives US mail directly, and interchanges mail with both campus internal mail systems.

**L. Food Services and Vending**

FSU shall be responsible for food services and will ensure that FAMU students can utilize their meal plans at the Joint College. Net revenue generated from the Joint College sales will be credited to the Joint College for its use.

FSU shall be responsible for vending services. Agreements held by FAMU will terminate at the end of their existing terms and the activities will transfer to FSU. The earned proceeds from concessions will be a part of the FSU Concessions Fund and will provide support for those Joint College activities, which are normally funded from the Concessions Account.

**M. Other Contractual Agreements**

Future revenue contracts shall be the responsibility of FSU as fiscal agent. Net revenues generated from other contractual agreements will be credited to the Joint College for its use.

**N. Messenger Services including Telephones**

FSU will be responsible for the operation and maintenance of all telecommunications including, without limitation, telephones.

**O. Utilities**

This responsibility rests with FSU as fiscal agent.

**P. Transportation**

Each university shall provide reasonable transportation for its students' education at the joint college. The funding for these services should not be a Joint College expense and should come from other resources.

## **Q. Parking and Traffic**

FSU will be responsible for administering the parking program including the issuance of citations for violating parking regulations.

Vehicles properly identified as belonging to Board of Governors' members, or their staff, may park at Joint College without charge when on official business.

## **R. Information Technology**

1. The Joint College will initiate recommendations for information and computer acquisitions through the FSU planning process and will be included in the FSU computer plans.

FSU will provide such central maintenance for the Joint College as it provides for other colleges.

2. Planning and Managing Information and Computer Systems: FSU will be responsible for planning and managing the information and computer systems in full consultation with the Dean and in coordination with FAMU.

## **S. Personnel**

Insofar as possible, the Joint College operates with its own uniform policy, but where legitimate institutional differences exist beyond the level of the Joint College, each employee is responsible to his or her own university.

The same principle holds for each category of employee, USPS, A&P and Faculty. Faculty meet uniform Joint College criteria for promotion and tenure and upon recommendation by the Joint College, proceed through the separate university procedures.

## **T. Miscellaneous Functions**

1. Career Services

Both institutions will work collaboratively with the Dean to coordinate career services within the college and will accommodate and provide open access to students regardless of their home institution. The universities have agreed that there will not be a separate engineering career services function, but there will be career services staff members from both institutions who will work in partnership with each other to provide career services within the College of Engineering.

2. Coordination with Other Facilities

The Dean will work with facilities offices of both universities and with

Innovation Park to ensure adequate coordination of events.

3. Scheduling Space Usage

The Dean will be responsible for securing space on each campus for engineering purposes and officials of each campus will work through the Dean in scheduling space in the Joint College.