

**FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
INTERIM PRESIDENT EMPLOYMENT AGREEMENT**

The Florida International University Board of Trustees (the “Board”) and Jeanette Nuñez (“Interim President”) hereby enter into this Interim President Employment Agreement (the “Agreement”). The Board and the Interim President may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the Board has the authority to select an Interim President of Florida International University (“FIU” or “the University”) pursuant to Regulation 1.001(5)(c) and (d) of the Board of Governors of the State University System of Florida (“Board of Governors”); and

WHEREAS, the Board has selected Jeanette Nuñez, as Interim President as of February 17, 2025, for a period not to exceed twelve (12) months subject to final confirmation by the Board of Governors;

WHEREAS, Jeanette Nuñez is ready, willing, and able to serve as Interim President of FIU subject to the Board of Governors’ confirmation of the appointment;

WHEREAS, the Parties desire to memorialize the terms and conditions of Jeanette Nuñez’s employment as Interim President of FIU in this Agreement; and

WHEREAS, this Agreement has been duly approved and its execution has been duly authorized by the Board.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Appointment. The Board appoints and employs Jeanette Nuñez as Interim President of FIU for a term commencing on February 17, 2025, and ending upon the earlier of (a) February 16, 2026; (b) the start date of a President of FIU appointed pursuant to Florida law; or (c) the termination of this Agreement as otherwise provided pursuant to the terms herein (the “Term”). Jeanette Nuñez hereby accepts such appointment and employment as Interim President on the terms and conditions set forth in this Agreement, and the regulations, policies, and oversight of the Board, and further understands that her employment as Interim President and this Agreement is conditioned upon final confirmation by the Board of Governors.
 - (a) If Jeanette Nuñez is not confirmed by the Board of Governors, then the Parties will return to the status quo ante and Jeanette Nuñez shall be paid the prorated amount of the base salary alone, for her service.
 - (b) In the event of a failed search for a University President, this Agreement may be extended for an additional period upon mutual agreement of the Parties and in accordance with the regulations of the Board of Governors.

2. Powers and Duties. During the Term, the Interim President will diligently devote her full professional time, ability, and attention to the day-to-day operations of FIU including, without limitation, all administrative, executive, and academic functions as required by this Agreement, law, rule, and regulation. The Interim President's powers and duties as Interim President are as stated in the Board of Governors' regulations, in University regulations, policies, and procedures, and in the laws of the State of Florida as they presently exist or may hereafter be amended, and will include such other duties as may be reasonably assigned by the Board (collectively, the "Duties").
3. Devote Best Efforts to the Work as Interim President. The Interim President agrees to faithfully, industriously, and with maximum application of experience, ability, and talent, devote full time attention and energies to the Duties. Such Duties shall be rendered at the campus(es) of FIU and such other place or places as the Board or Interim President shall deem appropriate for the interests, needs, business, or opportunity of FIU.
4. Outside Activities. The Interim President may engage in typical charitable, civic, and professional activities of her choosing, including serving on boards of public or private corporate organizations, subject to prior written approval by the Board Chair. Any and all income or other compensation earned by the Interim President from outside activities shall be paid to and retained by them, and such income or other compensation shall have no effect on the amount of salary, compensation, and benefits the Interim President is otherwise entitled to receive hereunder. Notwithstanding the foregoing, the Interim President will not be permitted to engage in any outside activities that interfere with the services required to be rendered to the University under the provisions of this Agreement, as determined by the Board; represent a conflict of interest; are otherwise adverse to the best interests of FIU; or individually or collectively create a conflict of commitment with the obligations under this Agreement.
5. Annual Base Salary. As compensation for her services as Interim President, the Board shall provide the Interim President with an annual base salary of Eight Hundred Fifty Thousand and No/100 Dollars (\$850,000.00), paid bi-weekly pursuant to FIU's regular employee pay schedule, less applicable taxes and withholdings. No more of this amount than is allowed by Florida Statutes shall be paid from public funds. The Interim President shall be responsible for any personal income tax liability incurred because of this Agreement or any provision herein. The annual base salary shall be funded in compliance with Section 1012.975, Fla. Stat., and if any amount of the aforementioned annual base salary is in excess of the amount authorized by law, it shall be paid by the Florida International University Foundation, Inc., ("FIU Foundation") or other available sources. This annual base salary shall be payable according to the pay plan for Executive Service Employees at the University, with appropriate deductions for taxes and benefits.
6. Performance Goals and Incentive Compensation. On or before on April 1, 2025, the Interim President will provide the Board Chair with a list of proposed goals and objectives for the fiscal year 2025-2026. The proposed goals and objectives shall be related to, and in furtherance of, the University's strategic plan goals, work plan and accountability report, and the Board of Governors' strategic plan and performance funding model, and other priorities as established by the Board or the Board of

Governors. The Board, or a Committee thereof, and the Interim President shall agree upon finalized goals and objectives for initial evaluation period.

- (a) On the date specified by the Board Chair, the Interim President shall initiate the evaluation process for the period that began on the first day of the Term by submitting to the Board a self-appraisal of the Interim President's performance. This appraisal shall address performance related to each of the goals and objectives determined as provided above in section 6.
- (b) The award of a performance bonus is discretionary and shall be awarded based on the Board's assessment, in its sole and absolute discretion, of the Interim President's performance of the mutually agreed upon specified goals and objectives. The Board may, in its discretion and consideration of the Interim President's performance, award incentive compensation of up to fifteen percent (15%) of the annual base salary, contingent upon the availability of funds from the FIU Foundation, based on the achievement of the goals and objectives determined in accordance with this section. In the event this Agreement is mutually terminated by the Parties prior to February 16, 2026 or this Agreement terminates automatically on account of the Interim President being appointed President, an award of incentive compensation may be awarded but will be adjusted to correspond to the reduced Term length. Incentive compensation will be paid at the time specified by the Board or, if not specified by the Board, no later than sixty (60) days after approved by the Board.
- (c) At the Board's next meeting after receiving a self-appraisal of the Interim President, the Board shall take a vote on payment of the performance bonus, which shall be proportional to the goals and objectives met and shall state the amount thereof, if any.

7. Standard Benefits. The Interim President shall be eligible to participate in the benefits maintained by FIU for Executive Service Employees. The Interim President shall pay such premium amounts as required to be paid by other participants in Executive Service benefits. Such benefits may include, without limitation, health care including dental, disability and life insurance programs, retirement plans, tax-deferred savings plans, flexible spending accounts, and vacation and sick leave.

8. Other Compensation and Benefits. The Board authorizes FIU and the FIU Foundation, as applicable, to provide the Interim President with the following additional compensation and benefits:

- (a) Automobile Provision and Expenses. During the Term, the Interim President shall receive an annual allowance in the amount of Twelve Thousand Five Hundred and No/100 Dollars (\$12,500.00) payable monthly for the use of her personal automobile. Payment shall be paid in accordance with customary payroll practices of FIU. In addition, the Board will authorize and provide insurance for the Interim President's automobile in an amount not to be less than current property and casualty insurance package limits.

- (b) Entertainment, Travel, and Dues. The Board will authorize and provide for reasonable expenses incurred by the Interim President for FIU-related entertainment and travel, including travel for the Interim President's spouse where attendance of the same is in the best interests of FIU. In addition, to further enable the Interim President to carry out the required Duties, the Board shall provide the cost of annual dues and membership fees for mutually agreed upon professional associations. The entertainment and travel expenses described in this section shall conform to the laws of the State of Florida and University regulations and policies.
 - (c) Expense Receipts and Documentation. Per applicable University policies, the Interim President is expected to submit receipts and any other information which may be needed to ensure proper accounting prior to reimbursement being made. The University reserves the right to request the Interim President repay and/or reimburse the University to the extent it is discovered by an audit or otherwise that the Interim President was incorrectly or excessively reimbursed and/or received reimbursement for a non-allowed or non- approved expense.
- 9. Termination without Cause. Upon a majority vote of the Board, FIU may terminate this Agreement without cause after first giving not less than ninety (90) calendar days written notice to the Interim President of its intention to terminate.
- 10. Resignation by Interim President without Breach. In the event that the Interim President desires to resign for reasons other than breach of this Agreement by FIU, the Interim President may terminate this Agreement by resignation after first giving not less than ninety (90) calendar days written notice to FIU of her intention to terminate.
- 11. Termination for Cause by FIU. This Agreement may also be terminated at any time for cause by FIU, upon a majority vote of the Board as set forth in the Board's Bylaws. Cause shall mean upon the occurrence of one of the following events or actions by the Interim President:
 - (a) A deliberate and actual violation of the duties set forth in this Agreement, including refusal or unwillingness to perform such duties in good faith and to the best of her abilities, after notice and reasonable opportunity to cure; or
 - (b) Any conduct that amounts to actions or omissions by the Interim President that are undertaken or omitted and are criminal, fraudulent, or involve material dishonesty; or
 - (c) The indictment of the Interim President in a court of law for any felony or crime involving misuse or misappropriation of University resources; or
 - (d) Any conduct constituting moral turpitude that would bring public disrespect, contempt, or ridicule upon FIU; or
 - (e) Gross negligence, nonfeasance, or willful malfeasance in the performance of her

duties that materially harms the University; or

- (f) Breach of any fiduciary duties with respect to the University; or
 - (g) Violation of a State of Florida law, rule, regulation, or Constitutional provision, or a University rule, regulation or policy, which violation may in the judgment of the Board adversely reflect upon and/or adversely affect FIU.
12. Termination for Cause by Interim President. In the event FIU breaches the terms of this Agreement, and such breach is not cured within thirty (30) calendar days of written notice of the breach or is not a breach that may be cured, the Interim President shall have the right to terminate this Agreement at any time thereafter upon written notice of such termination to FIU.
13. Effect of Termination. Upon termination of this Agreement by FIU for cause, FIU is not obligated to pay any further salary or benefits, or severance. Upon termination of this Agreement by FIU without cause or due to termination for cause by the Interim President, the Interim President will be provided the prorated payment of her annual base salary, standard benefits, and other compensation and benefits pursuant to sections 5, 7, and 8 of this Agreement, through the last day of the notice period.
14. General Cooperation Covenant. Without limitation of the obligations specified in this Agreement and applicable University rules, regulations, policies and procedures, the Interim President agrees to cooperate fully in any review or investigation involving University matters in which they may possess pertinent information. This obligation shall survive the expiration or earlier termination of this Agreement.
15. Dispute Resolution. The Board and the Interim President agree that if any dispute arises concerning this Agreement, they will first attempt in good faith to resolve the dispute to their mutual satisfaction. If they are unable to do so, the Parties will submit the dispute to nonbinding mediation in Miami, Florida, in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association then in effect. The Parties will use their best efforts, to the extent permitted under Florida law, to keep any disputes and any efforts to resolve disputes confidential, informing only her respective legal counsel and other persons determined in good faith to have a need to know. The Parties agree that no mediator may have any material ongoing relationship with the University.
16. Severability and Waiver. If any provision or provisions of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, by a court of competent jurisdiction, then this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or provisions or to alter the bounds thereof in order to render it valid and enforceable. No waiver or failure to enforce any or all rights under this Agreement by either Party on any occasion shall constitute a waiver of that Party's right to assert the same or any other rights on that or any other occasion.
17. Governing Law. This Agreement shall be interpreted and construed, and the rights and obligations of the Parties hereto shall be determined, in accordance with the laws of the

State of Florida.

18. Modification of Agreement. This Agreement represents the full and complete understanding of the Parties and supersedes any previous or contemporaneous written or oral representations made by either Party. There are no other promises, understandings, obligations, inducements, undertakings, or considerations between the Parties or owed by either Party to the other that are not set forth in this Agreement. This Agreement may be modified or amended only by mutual written consent of the Parties.
19. Personal Contract. The obligations and duties of the Interim President shall be personal and not assignable or delegable in any manner whatsoever by the Interim President, except for as set forth in Board regulations. This Agreement shall be binding upon the heirs, administrators, personal representatives, successors, and assigns of both Parties.
20. Understanding of the Agreement. Both Parties represent that they have thoroughly read this Agreement, that they understand it to be a binding contract, that they understand each provision, term, and condition of this Agreement as well as its legal effect, and that they have signed the Agreement voluntarily and of their own free will with intention to comply with its terms.
21. Public Disclosure of the Agreement. Both Parties agree and acknowledge that this Agreement may be subject to the Florida Public Records law, Chapter 119, or other provisions, and may, therefore, be subject to disclosure by and in the manner provided by law.
22. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed a duplicate original, but all of which taken together shall constitute one and the same instrument.
23. Headings for Convenience Only. The headings in this Agreement are for convenience only and shall not be used in construing or interpreting this Agreement.
24. Notice. Unless and until changed by a Party giving written notice to the other, the addresses below shall be the addresses to which all notices required or allowed by this Agreement shall be sent:

If to the University:

Rogelio Tovar, Chair
FIU Board of Trustees
11200 SW 8th Street, PC 548
Miami, Florida 33199

With a copy to:

Carlos B. Castillo
Attn: General Counsel
Office of the General Counsel
11200 S.W. 8th Street, PC 511
Miami, FL 33199

If to the Interim President:

Jeanette Nuñez
Office of the President
11200 S.W. 8th Street, PC 528
Miami, FL 33199

<<<Signatures follow on next page>>>

IN WITNESS WHEREOF, the Interim President and authorized representative of the Board have executed this Agreement on this _____day of _____, 2025.

Executed by:

Rogelio Tovar, Chair
Florida International University
Board of Trustees

Date

Approved as to form
and legal sufficiency:

Carlos B. Castillo,
General Counsel
Florida International
University

Date

Appointment Accepted:

Jeanette Nuñez, Interim President

Date