



Item: IV. a.

Tuesday, November 27, 2018

SUBJECT: APPROVE THE EXPANSION OF FLORIDA ATLANTIC UNIVERSITY HIGH SCHOOL TO THE JOHN D. MACARTHUR CAMPUS, AND

APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE MAX PLANCK FLORIDA INSTITUTE FOR NEUROSCIENCE AND THE MAX PLANCK GESELLSCHAFT REGARDING OPERATIONS AND NAMING OF THE EXPANSION

PROPOSED ACTION

Approve (i) the expansion of Florida Atlantic University High School (FAUHS) to the John D. MacArthur campus, and (ii) a Memorandum of Understanding (MOU) between Florida Atlantic University, the Max Planck Florida Institute for Neuroscience, and the Max Planck Gesellschaft regarding cooperation, operations, and naming of the proposed expansion as the "Florida Atlantic University – Max Planck Academy," and authorize the University President or designee to make further MOU modifications in the best interests of FAU and FAUHS.

BACKGROUND INFORMATION

History

In May of 2004, the Board of Trustees approved the establishment of FAUHS, a dual-enrollment developmental research (laboratory) high school, pursuant to Section 1002.32, Florida Statutes. The class of 2004 consisted of seven (7) students. Today, FAUHS serves 570 students. The student body is diverse and reflects the demographic make-up of South Florida. Additionally, 32% of these students are identified as Title 1, coming from low-income families. These talented students benefit from access coupled with affordability. FAUHS is a public institution whose governing board is the FAU Board of Trustees, and whose students represent a geographic region that includes Miami-Dade, Broward, Palm Beach, Martin and St. Lucie counties.

Notable Achievements

FAUHS has been rated an "A" school by the Florida Department of Education. FAUHS was recognized as a 2018 College Success Award Winner by Great Schools and is rated the second

best high school in Florida according to Niche.com. Last year, 28% of the senior class was recognized by the National Merit Scholarship Corporation as outstanding scholars, including 16 National Merit Scholar semi-finalists and 23 commended scholars. Our students have been published in 22 peer-reviewed journals including the New England Journal of Medicine. They have received 50 research grants and have delivered 159 research presentations nationally and internationally. Their research has been cited 106 times, viewed 128,986 times and has been mentioned in 76 news reports. Our students have successfully competed nationally and internationally in the mega-discipline of STEM. Their successes include winning the Department of Naval Research Sea Perch, SECME, 3m/Discovery America's Top Young Scientist and the International Science and Engineering Fair. In recent years 36 students have graduated with their bachelor's degree prior to receiving their high school diploma.

Partnership with Max Planck

Given the success of FAUHS, the time is right to capitalize on the synergy of FAU's partnership with the Max Planck Florida Institute for Neuroscience and the Max Planck Gesellschaft ("Max Planck") to expand FAUHS to FAU's Jupiter campus. The proposed expansion will provide a greater opportunity for Florida Atlantic University to distinguish itself as a leader in innovative early college high school models. The goal of the proposed plan is to create a two-year early college public high school academy of FAUHS on FAU's Jupiter campus (the "Academy"). The proposed model will be a highly selective 11th and 12th grade initiative in partnership with Max Planck, focused on attracting students in the STEM fields. Students participating in this expansion will be prepared for the academic rigor of upper division university studies by concurrently earning a high school diploma and an Associate of Arts degree. The Academy shall be named the Florida Atlantic University - Max Planck Academy. Students will pursue enriched, honors academic pathways in STEM, including, neuroscience, biological sciences, chemistry, engineering, and computer science. The enriched program will emphasize undergraduate research, innovation, and accelerated degree-completion at FAU. FAU-credentialed faculty and postdocs from Max Planck will offer world-class teaching, lectures, laboratory facilities and research opportunities for Academy students, while FAU's Wilkes Honors College will provide the platform for the Academy curriculum. The Academy will leverage the expertise and infrastructure of Max Planck, FAU, and FAUHS to provide students a premier educational experience. Furthermore, in cooperation with Max Planck, FAUHS will increase educational opportunities through innovative partnerships with FAU, The Scripps Research Institute-Scripps Florida, and other leading institutions. Students will gain exposure to state of the art facilities and preeminent faculty across all entities, in preparation for advanced studies, leadership, and impactful contribution to the STEM workforce and economy.

Institutional Impact

The Academy will support the following elements of FAU's Strategic Plan, the Race to Excellence 2015-2025:

- *Recruit and retain nationally competitive students*
 - Increase the number of National Merit Scholar Finalist and Semifinalist
- *Promote student scholarship*
 - Help nominate students to obtain increased national awards for students e.g., Goldwater Scholarship
 - Increase student participation in national meetings
 - Increase student publications in peer-reviewed journals
- *Promote excellence in educational experiences throughout all stages of life*
 - Continue to develop public PK-12 laboratory schools as national models
- *Institutionalize a culture of collaborative and experiential engagement with community partners that recognizes and values the dynamic and reciprocal exchange of knowledge, ideas, and resources to identify community concerns, build consensus, implement resolution and evaluate success.*
 - Build and grow creative programs that teach pre-collegiate youth critical thinking and leadership skills that prepare them for success in college, stimulate innovation and entrepreneurial skills, and support workforce and economic development in FAU's regional and global communities
- *Build out the capabilities of FAU's branch campuses*
 - Craft an internationally recognized STE(A)M Honors college on the Jupiter campus and collaborate with key partners to build global research capacity in life sciences alongside comprehensive educational offerings

Performance Based Funding Metrics

The Academy will support FAU's performance in the following Florida Board of Governors' Performance Based Funding Metrics:

- Average Cost to the Student [Net Tuition & Fees per 120 Credit Hours for Resident Undergraduates]
- FTIC Four-Year Graduation Rate
- Academic Progress Rate [Second Year Retention Rate with At Least a 2.0 GPA]
- Percentage of Bachelor's Degrees Awarded within Programs of Strategic Emphasis
- Percent of Baccalaureate Degrees Awarded Without Excess Hours
- Bachelor's Awarded to Hispanic & African-Americans

Key Performance Indicators

The Academy will support FAU's performance in the following additional key performance indicators:

- Freshmen in Top 10% of High School Class
- Time to Degree for FTICs in 120 hour programs
- Bachelor's Degrees Awarded [First Majors Only]
- Bachelor's Degrees Awarded to African-American & Hispanic Students
- Percent of Bachelor's Degrees in STEM & Health

IMPLEMENTATION PLAN/DATE

The projected opening date for the Academy is Fall of 2020, with anticipated initial enrollment of 30-50 high school juniors.

FISCAL IMPLICATIONS

Construction costs: Renovations will be made to existing facilities on the Jupiter campus to accommodate the Academy. Total costs are estimated at approximately \$400,000.

Operating costs: FAU will retain sole operational, financial, and legal oversight and responsibility for the Academy, except with respect to the Max Planck faculty, research, and facilities. A joint advisory committee will be created to provide advice to FAU on implementation, operations, recruitment, and marketing, but final decision-making authority shall lie exclusively with FAU. Academy students will attend classes and engage in activities in existing facilities at the Wilkes Honors College and at Max Planck. As such, most of the operational expenses are already budgeted through current funding of the Honors College. Additional annual costs attributable to the Academy are estimated not to exceed \$230,000 at full enrollment, and will be allocated between the University and the Academy.

Supporting Documentation:	Memorandum of Understanding between the Florida Atlantic University Board of Trustees, the Max Planck Florida Institute for Neuroscience, and the Max Planck Gesellschaft
Presented by:	Dr. John Kelly, President Dr. Joel Herbst, Superintendent of Schools, Office of PK-12 Schools & Educational Programs

MEMORANDUM OF UNDERSTANDING

Between Florida Atlantic University, The Max Planck Florida Institute for Neuroscience
and The Max Planck Gesellschaft.

This Memorandum of Understanding has been entered into between the Florida Atlantic University Board of Trustees (“FAU”), the Max Planck Florida Institute for Neuroscience (“MPFI”), and the Max Planck Gesellschaft (“MPG”) to establish certain cooperative educational affiliations between the parties in connection with FAU’s existing FAU High School located on FAU’s Boca Raton Campus (“FAU High”), an FAU developmental research (laboratory) school, established pursuant to Section 1002.32, Florida Statutes,

I. THE ACADEMY

The parties desire to establish a two-year early college public high school academy, named “Florida Atlantic University - Max Planck Academy” (the “Academy”), on FAU’s John D. MacArthur Campus in South Florida (the “Jupiter Campus”). The Academy shall be a part of FAU High. The Academy name shall be subject to approval by the Florida Atlantic University Board of Trustees and FAU naming policies.

A. Objective

With the exceptional resources available through the parties and their respective affiliations, the intent of the Academy is to establish a premier high school experience in North America to attract high-achieving students to benefit all parties involved. The Academy will be for high-achieving, STEM-focused juniors and seniors.

B. Framework

The Academy will use existing FAU and MPFI infrastructure on the Jupiter Campus to accommodate a steady-state student body of approximately 60-100 junior and senior high school students that are pursuing a high school diploma, an AA degree, and an FAU Undergraduate Bachelor’s Degree. The projected timeline for the opening of the Academy is Fall of 2020. Recruitment efforts would begin in 2019 with an application deadline of December 2019. Recruitment efforts will target students with specific skills to be matched to MPFI research laboratories. Anticipated enrollment for the Fall 2020 will be 30-50 juniors, with an additional 30-50 juniors added each year thereafter. Students will earn an Academy designation with an MPFI/MPG seal on their FAU High School diploma.

C. Curriculum & Research

FAU degree programs may include the existing FAU Max Planck Honors Program, as well as Computer Science, Computational Mathematics, Neuroscience, Biology, and Psychology. Opportunities or structures for the Academy will be research-focused program evaluations, so that by design, systems for gathering and organizing student research of the models and outcomes are created. The Academy would tap into the FAU’s PK-12 research community, currently under the oversight of FAU High on the Boca Raton Campus. Undergraduate research for Academy students will rely on the already

established experience of FAU High. FAU-credentialed faculty and postdocs from MPFI and MPG shall offer world-class teaching, lectures, laboratory facilities and research opportunities for Academy students, while FAU's Wilkes Honors College provides the platform for the Academy curriculum.

II. THE ENRICHMENT PROGRAM

The parties desire to create a blended high school enrichment program (the “Enrichment Program”) for FAU High students. The activities related to the Enrichment Program shall primarily occur on the Jupiter Campus and within MPFI/MPG laboratory facilities.

A. Objective

The Enrichment Program shall offer select FAU High juniors and seniors the opportunity to work with MPFI/MPG faculty in MPFI/MPG laboratories and earn their FAU High School diploma with a premium MPFI/MPG designation seal, while also pursuing their FAU Undergraduate Bachelor’s Degree.

B. Framework

The Enrichment Program shall use existing Jupiter Campus and FAU High infrastructure. The program shall begin in Fall of 2018. Recruitment efforts will target students with specific skills to be matched to MPFI research laboratories. Anticipated participation in the Enrichment Program shall be approximately five to seven FAU High students per year. Transportation shall be provided by FAU to accommodate the travel for the Enrichment Program students between the Boca Raton Campus and the Jupiter Campus.

C. Curriculum & Research

The Enrichment Program will enhance the FAU High curriculum. FAU degree programs for the FAU Undergraduate Degree may include the existing FAU Max Planck Honors Program, as well as Computer Science, Computational Mathematics, Neuroscience, Biology, and Psychology. Opportunities or structures for the Enrichment Program will be research-focused program evaluations, so that by design, systems for gathering and organizing student research of the models and outcomes are created. FAU-credentialed faculty and postdocs from MPFI and MPG shall offer world-class teaching, lectures, laboratory facilities and research opportunities for Enrichment Program participants, which shall include access to the FAU High Performance Computing Cluster in Boca Raton for Enrichment Program collaborations and research.

III. GENERAL PROVISIONS

A. Operations and Liabilities.

FAU shall retain sole operational, financial and legal oversight and responsibility for the Academy and the Enrichment Program at all times, except with respect to the MPFI/MPG faculty, research, and facilities. A joint advisory committee shall be created to provide advice to FAU on implementation, operations, recruitment and marketing; provided,

however, that all operations, including without limitation those pertaining to program administration, staffing, recruiting, admissions, marketing, and student services, as well as all diplomas awarded from FAU High, shall lie exclusively with FAU.

B. Student Records.

The parties agree to maintain the confidentiality of student records to the maximum extent required by applicable law. Student records shall only be shared among and within the institutions to the limited extent necessary to facilitate the purposes of this MOU or as otherwise agreed upon in writing by the students. Any student information provided to or made accessible to MPFI MPG by either the student or FAU in connection with this MOU shall at all times constitute education records of FAU. MPFI MPG agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)), Sections 1002.22, 1002.221, and 1006.52, Florida Statutes, and FAU Regulation 4.008,

C. Trademarks.

MPFI and MPG hereby grant to FAU a non-exclusive, nontransferable, worldwide right and license to use their respective names and trademarks (see Appendix 1) in connection with marketing and promotional materials developed in connection with the activities contemplated by this MOU, including without limitation FAU High diplomas and other related-materials. All such usage and co-branding for the Academy and Enrichment Programs shall be mutually agreed upon between the parties in writing.

D. Public Records.

MPFI MPG shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by MPFI MPG in conjunction with this MOU. To the extent MPFI MPG is acting on behalf of FAU, MPFI MPG agrees to: (i) keep and maintain public records required by FAU to perform the service, (ii) upon request from FAU's custodian of public records, provide FAU with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the MOU term and following completion of the MOU if MPFI MPG does not transfer the records to FAU, and (iv) upon completion of the MOU, transfer, at no cost, to FAU all public records in possession of MPFI MPG or keep and maintain public records required by the public agency to perform the service. If MPFI MPG transfers all public records to FAU upon completion of the MOU, MPFI MPG shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MPFI MPG keeps and maintains public records upon completion of the MOU, MPFI MPG shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FAU, upon request from FAU's custodian of public records, in a format that is compatible with the information technology systems of FAU.

IF MPFI/MPG HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MPFI/MPG'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561.297.2452, publicrecords@fau.edu, Division of Public Affairs, Florida Atlantic University, 777 Glades Road, ADM, Boca Raton, FL 33431.

E. Miscellaneous.

This MOU shall take effect upon signature by the duly authorized representatives of each party and shall continue to remain in force until terminated by any party giving to the others not less than 90 days' written notice to such effect. Termination of this MOU shall be without penalty; provided, however, that any students participating in the educational collaborations detailed herein shall be permitted to complete their relevant program. This MOU may be modified at any time in writing, any such modifications to be dated and signed by or on behalf of each party. The parties shall each bear their own costs in carrying out the actions provided for in this MOU unless otherwise agreed between the parties. By executing this MOU, each party agrees to be bound by each of the above provisions. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. The parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the parties based upon this MOU. This MOU is governed by Florida law.

This Memorandum of Understanding between the parties has been signed by their authorized representatives.

For The Max-Planck- Gesellschaft

For The Max Planck Florida Institute for
Neuroscience

Bill Hansson
Vice-President
Date:

David Fitzpatrick
Scientific Director and Chief Executive
Officer
Date:

For Florida Atlantic University

John W. Kelly, Ph.D.
President
Date:

Joel Herbst, Ed.D.
Superintendent of Schools,
Office of PK-12 Schools & Educational Programs
Date:

Appendix 1

Max Planck Gesellschaft Logo



Max Planck Florida Logo

