



# UNIVERSITY OF FLORIDA

## BOARD OF TRUSTEES RESOLUTION

**Number:** R13-121  
**Subject:** President's Contract Extension  
**Date:** June 7, 2013

The University of Florida Board of Trustees ("Board") adopts the following resolutions:

**A. RESOLVED:** That the (1) "Term" defined in Section 1.0 of the Amended and Restated Employment Agreement dated as of December 20, 2009, as amended on December 2, 2011 by Board Resolution R11-94 and the accompanying amendment confirmation, between Dr. J. Bernard Machen ("Dr. Machen") and the Board ("Contract") is extended through and including December 31, 2014 (without changing references to "December 31, 2012" in any other provision of the Contract, and acknowledging that all obligations due to Dr. Machen for his service through 2012 have been satisfied); (2) the corresponding reference in Section 1.0 to a "nine (9) year" presidential employment period is changed to an "eleven (11) year" period; and (3) the Term may end sooner as provided under the Contract or as may be mutually agreed in writing by Dr. Machen and the Chair of the Board.

**B. RESOLVED:** That Section 10.2 of the Contract is deleted from the Contract.

**C. RESOLVED:** That (1) Dr. Machen's annual base salary under Section 3.1 of the Contract, as currently in effect, shall be increased by \$60,000, retroactive to January 1, 2013; and (2) Dr. Machen shall receive any increase in base salary that may be made available in any across-the-board and/or merit increase pools for UF employees in 2013 and/or 2014; and (3) "and after the Term through December 31, 2015 for so long as he serves as a full-time tenured faculty member," in Section 3.1 is changed to "and after the Term through December 31, 2016 for so long as there is no cause under Section 10.1 to terminate the Contract and he serves as a full-time tenured faculty member,".

**D. RESOLVED:** That Resolution B of Board Resolution R11-94 is replaced, and Section 3.2 of the Contract is restated and amended, retroactive to January 1, 2013, as follows:

(1) the existing \$75,000 annual retirement contribution shall be increased by \$100,000 to \$175,000 for each of calendar year 2013 and calendar year 2014;

(2) continuing the principles of the current Contract, so long as the Board does not have "cause" (defined in these Resolutions as in Section 10.1 of the Contract) to terminate the Contract at that time and notwithstanding any other provision of the Contract--then, in all events: (a) Dr. Machen shall

(2) continuing the principles of the current Contract, so long as the Board does not have “cause” (defined in these Resolutions as in Section 10.1 of the Contract) to terminate the Contract at that time and notwithstanding any other provision of the Contract--then, in all events: (a) Dr. Machen shall receive the full retirement contribution for calendar year 2013 on December 15, 2013 or, if his presidency ends earlier in any remaining full or partial month of 2013, he shall receive the full retirement contribution in the last month of his presidency and (b) Dr. Machen shall receive the full retirement contribution for 2014 on December 15, 2014 or, if earlier, in the last month of his presidency so long as Dr. Machen serves as President of the University through at least June 6, 2014 (or through any earlier Term end date in 2014 if an earlier date is agreed upon by the Board Chair and Dr. Machen under Resolution A);

(3) however, if Dr. Machen’s service as President ends due to his death or “permanent disability” (as defined in Section 10.3 of the Contract) during any remaining full or partial month of 2013 or 2014, and the Board does not have cause to terminate the Contract at that time, then an amount equal to (a) the full retirement contribution for 2013 or 2014, as the case may be, multiplied by (b) a fraction (i) the numerator of which is the lesser of the number of full and partial months Dr. Machen is President in the relevant year or six months and (ii) the denominator of which is six, shall be deemed earned and vested and shall be paid to Dr. Machen’s estate or the legatee under his will or to Dr. Machen, as applicable, promptly after the date of his death or permanent disability;

(4) as is provided in the existing Contract, so long as the Board does not have cause to terminate the Contract at the time, Dr. Machen shall receive and take a one-time 90-day paid transition leave immediately after his service as President ends, during which he will be deemed to be serving as a full-time tenured faculty member under Sections 3.1 and 5.1 of the Contract and will be available for consultation at times and in ways to be mutually arranged and convenient.

**E. RESOLVED:** That, the University will pay Dr. Machen’s legal and consulting costs associated with the extension of his Contract and related tax and retirement advice, up to \$9,000.

**F. RESOLVED:** That the Board of Governors and Board of Trustees will be establishing, and assessing achievement of, goals for the University against the performance metrics for the pre-eminent state research university and preeminent state research university institute for online learning referenced in Section 1001.7065, Florida Statutes; and that, while Dr. Machen is not seeking any bonus, upon completion of that process and resolution of any requirements of any other governmental authority, the Board may if it desires establish a preeminence performance bonus for Dr. Machen.]

**G. RESOLVED:** That, upon execution by the Chair of the Board and Dr. Machen of a confirmation that the University and Dr. Machen agree to Resolutions A through G as amendments to the Contract, these Resolutions shall become effective as amendments to the Contract (which shall remain in full effect without any other amendment at this time), and no further documentation is required.

  
\_\_\_\_\_  
C. David Brown, II, Chair of the Board