

AMENDMENT #2 TO THE PRESIDENT'S EMPLOYMENT AGREEMENT

THIS AMENDMENT #2 to the President's Employment Agreement ("Amendment") is made and entered into on this ___ day of ___ 2019 by and between The Florida Polytechnic University Board of Trustees (the "University"), and Randy K. Avent (the "President").

WHEREAS, the University and the President entered into the President's Employment Agreement on July 7, 2014 ("Agreement");

WHEREAS, the parties entered into Amendment #1 to the President's Employment Agreement on June 18, 2015, and

WHEREAS, it is the desire of the parties to further amend the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of their parties hereto, the University and the President hereby amend the Agreement as follows:

1. Subsection 3.1 of the Agreement is hereby amended to add the following sentence to the end of the paragraph: "*The Agreement is renewed for an additional year with the term ending July 7, 2020.*"
2. Subsection 6.2 is stricken in its entirety and replaced with the following:

During the term of this Agreement and contingent upon the availability of funds, the Board shall not be responsible for, but authorizes this compensation arrangement and shall use its best efforts to cause the Florida Polytechnic University Foundation, Inc. ("Foundation") to contribute to the University the portions of all payments provided for in this Agreement that exceed the limits set forth in Florida Statutes Section 1012.975. The Board further authorizes the use of the University's auxiliary funds to pay for the President's compensation which exceeds the limits set forth in the statute.

3. In subsection 17.1 the notice information for the Board and for the General Counsel is deleted in its entirety and replaced with the following:

If to the Board:

Chairperson

Florida Polytechnic University Board of Trustees

4700 Research Way

Lakeland, FL 33805

With a copy to:

General Counsel

Florida Polytechnic University Board of Trustees

4700 Research Way

Lakeland, FL 33805

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4. All other terms and conditions of the Agreement shall remain unchanged and in effect throughout the duration of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

**The Florida Polytechnic University
Board of Trustees**

By: _____ Date _____
Don Wilson
Chairman, Board of Trustees

President

By: _____ Date _____
Randy K. Avent

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