

**AMENDMENT NUMBER TWO TO
PRESIDENT’S EMPLOYMENT AGREEMENT**

THIS AMENDMENT NUMBER TWO to the Employment Agreement, effective as of July 1, 2021 (“Amendment No. 2”), is between the Florida Gulf Coast University Board of Trustees (“FGCU” or the “Board”) and Michael V. Martin (“Dr. Martin” or the “President”), collectively, the Parties.

WHEREAS, FGCU and Dr. Martin entered into an Employment Agreement effective April 5, 2017, and subsequently amended the aforementioned Employment Agreement effective July 1, 2019 (collectively “President’s Employment Agreement”); and

WHEREAS, at its meeting held on June 8, 2021, the Board approved an extension of the Term of the President’s Employment Agreement; and

WHEREAS, consistent with the actions of the Board at the aforementioned meeting, the Parties desire to amend the President’s Employment Agreement to document the extension of the Term as provided herein.

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

1. Recitals. The above recitals are true and correct and are hereby incorporated in their entirety in this Amendment No. 2 to the President’s Employment Agreement.
2. Extension of Term. The President’s Employment Agreement is hereby amended to expire on December 31, 2022.
3. NCAA Required Provisions. The National Collegiate Athletic Association (“NCAA”) Bylaws require that certain language be included in the employment agreements of specified employees of Division I institutions, including presidents. Accordingly, without limitation of other obligations and applicable University regulations, policies, and procedures, Dr. Martin 1) agrees to cooperate fully (within the meaning of NCAA Bylaws) in the NCAA infractions process, including the investigation and adjudication of potential infractions of any NCAA requirement, and 2) acknowledges that any individual found to be in violation of any NCAA requirement may be subject to disciplinary or corrective action, including possible suspension without pay or termination of employment.

4. General Cooperation Covenant. Without limitation of the obligations specified in the Agreement and/or this Amendment No. 2 and applicable University rules, regulations, policies and procedures, Dr. Martin agrees to cooperate fully in any review or investigation involving University matters in which he may possess pertinent information. This obligation shall survive the expiration or earlier termination of this Agreement.
5. Board of Governors' Confirmation. This Amendment No. 2 is conditioned upon obtaining the confirmation of the Board of Governors to the extension of the Term.
6. Ratification. Except as modified hereby, all of the terms, covenants, and conditions of the President's Employment Agreement shall remain in full force and effect and are hereby ratified and affirmed.
7. In all other respects, and except as specifically modified and amended herein, the President's Employment Agreement, finally executed effective on April 15, 2017, and amended effective on July 1, 2019, shall continue in full force and effect as written and the Parties hereto agree to be bound thereby.
8. Amendment Controls. In the event of a conflict between the terms of this Amendment No. 2 and the Agreement, the terms of this Amendment No. 2 shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2.

**THE FLORIDA GULF COAST
UNIVERSITY BOARD OF TRUSTEES**



Blake Gable, Chair

MICHAEL V. MARTIN



Michael V. Martin

APPROVED AS TO FORM AND LEGALITY



Vee H. Leonard
Vice President and General Counsel