

UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES
INTERIM PRESIDENT EMPLOYMENT AGREEMENT

The University of North Florida Board of Trustees (the “Board” or the “Board of Trustees”) and Pamela S. Chally, Ph.D., R.N (“Dr. Chally”) hereby enter into this Interim President Employment Agreement (“Agreement”). The Board and Dr. Chally may be referred to individually as a “Party” or collectively as “the Parties.”

RECITALS

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

WHEREAS, the Board of Trustees has selected Dr. Chally as Interim President, subject to final confirmation by the Board of Governors;

WHEREAS, Dr. Chally is willing to serve as Interim President; and

WHEREAS, the Parties desire to memorialize the terms and conditions of Dr. Chally’s employment as Interim President of UNF in this agreement.

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:

Section 1.0 - Incorporation of Recitals. The foregoing recitals are true and correct and incorporated by reference into this Agreement.

Section 2.0 - Appointment. The Board appoints and employs Dr. Chally as Interim President of the University for a term commencing September 18, 2021 and ending upon the earlier of (a) September 17, 2022; (b) the start date of a permanent president; or (c) this Agreement is otherwise terminated as provided herein. Dr. Chally hereby accepts such appointment and employment on the terms and condition set forth in this Agreement, and further understands that her employment as Interim President is conditioned upon final confirmation by the Board of Governors.

Section 3.0 - Powers and Duties. Dr. Chally shall have the powers and duties reserved to the position of President by the Delegation of Authority to the President from the Board of Trustees dated July 16, 2018, and as established from time to time by the Board (collectively, the “Duties”).

Section 4.0 - Devote Best Efforts to the Work as President. Dr. Chally agrees to faithfully, industriously, and with maximum application of experience, ability, and talent, devote full time attention and energies to the Duties as Interim President of the University. Such Duties shall be rendered at the campus of the University North Florida and such other place or places as the Board or President shall deem appropriate for the interests, needs, business, or opportunity of the University.

Section 5.0 - Outside Activities. Dr. Chally may engage in charitable, civic, and professional activities of her choosing subject to prior approval by the Board Chair or University General Counsel.

Dr. Chally may additionally serve on two (2) for-profit public or private corporate boards, subject to prior approval by the Board Chair, which approval shall not be unreasonably withheld. Any and all income or other compensation earned by the Dr. Chally in connection with board service or other outside business activities shall be paid to and retained by her, and such income or other compensation shall have no effect on the amount of salary, compensation, and benefits she is otherwise entitled to receive hereunder.

Dr. Chally shall not engage in any outside activity that may be competitive with and/or adverse to the best interests of the Board and the University. The making of passive and personal investments and conduct of private business affairs shall not be prohibited hereunder.

Section 6.0 – Goal Setting and Reporting. On or before September 30, 2021, Dr. Chally will provide the Board Chair with a list of proposed goals and objectives for the year to be distributed to the Board. The Board and Dr. Chally shall finalize goals and objectives at the October 2021 Board meeting. Dr. Chally shall report to the Board on the achievement of goals quarterly or at other times as may be requested by the Board. The Board may also request that Dr. Chally revise or create goals from time to time.

Section 7.0 - Annual Base Salary. As compensation for her services as Interim President, the Board shall provide Dr. Chally with an annual salary of Three Hundred Eighty Thousand

Dollars and No Cents (\$380,000.00), paid bi-weekly pursuant to UNF's regular employee pay schedule, less applicable taxes and withholdings. No more of this amount than is allowed by Florida Statute shall be paid from public funds.

Section 8.0 - Standard Benefits. Dr. Chally shall be eligible to participate in the benefit plans maintained by the University for executive service employees. Dr. Chally shall pay such premium amounts as required to be paid by other participants in executive service benefits. Such benefits shall include, without limitation, health care, disability and life insurance programs, retirement plans, tax-deferred savings plans, flexible spending accounts, and vacation and sick leave.

Section 9.0 – Termination. Dr. Chally will serve as Interim President at the pleasure of the Board. The Board may terminate this Agreement and Dr. Chally's role as Interim President at any time, with or without cause. Upon termination, Dr. Chally shall not be entitled to any further compensation or benefits.

Section 10.0 - 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.

Section 11.0 - 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.

Section 12.0 - 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.

Section 13.0 - Personal Contract. The obligations and duties of Dr. Chally shall be personal and not assignable or delegable in any manner whatsoever by Dr. Chally.

Section 14.0 - No Trust Fund. Nothing contained in this Agreement, and no action pursuant to this Agreement, shall create or be construed to create a trust of any kind.

Section 15.0 - 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 the intention to comply with its terms.

Section 16.0 - 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.

Section 17.0 - Counterparts. This Agreement may be executed in counterparts, and by the Parties on separate counterparts each of which, when so executed, shall constitute but one and the same instrument.

Section 18.0 - Miscellaneous. The headings in this Agreement are for convenience only and shall not be used in construing or interpreting this Agreement. The terms "Board," "Board of Trustees," and "University" as used herein, where applicable or appropriate, shall be deemed to include or refer to any duly authorized board, committee, officer, or employee of said entity.

IN WITNESS WHEREOF, Dr. Chally and the authorized representative of the University of North Florida University Board of Trustees have executed this Agreement on this __ day of _____, 2021

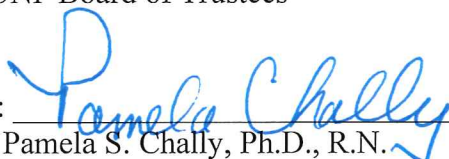
Executed By:



Kevin Hyde, Chair
UNF Board of Trustees

8/12/21
Date

Appointment Accepted:



Pamela S. Chally, Ph.D., R.N.

8/12/21
Date