

**AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN
BOARD OF GOVERNORS, STATE UNIVERSITY SYSTEM OF FLORIDA,
and RAYMOND RODRIGUES, THE EMPLOYEE**

This Amendment (“**Amendment**”) to the Employment Agreement (“**Agreement**”) between the Board of Governors, State University System of Florida and Raymound Rodrigues, dated November 9, 2022, is made as of the date of last signature below (the “**Effective Date**”) by and between the Florida Board of Governors (the “**Board**”) and Raymound Rodrigues, the Chancellor the State University System of Florida (the “**Employee**”).

In consideration of the mutual covenants, agreements, representations, and warranties contained in the Memorandum, and this Amendment, the Parties hereby agree as follows:

1. Effect on the Memorandum. Except as expressly provided herein, all terms and conditions set forth in the Agreement to which this Amendment applies shall remain in full force and effect. In the event of a conflict between this Amendment and the provisions of the Agreement, this Amendment shall be controlling with respect to the subject matter hereof.
2. Amendments. The following terms and conditions of the Agreement are amended as follows:
 - a. 1. Term of Employment. The Board hereby employs the Employee as Chancellor and Chief Executive Officer of the Board, and the Employee accepts such employment by the Employer, for a term of ~~three~~ four years commencing on ~~the Effective Date~~ November 9, 2022. This Agreement may be renewed for additional one year terms upon mutual agreement of the parties.
 - b. 2. Duties of Employee and Performance Goals. On or before December 31, 2022, the Chair of the Board and the Employee shall agree on Performance Goals for the year ending December 31, 2023. The Chair of the Board and Employee shall agree on Performance Goals by January 31, 2024 for the year ending December 31, 2024. The Chair of the Board and Employee shall agree on Performance Goals by December 31 of each year to be fulfilled in each subsequent calendar year, for the duration of the terms of the Agreement.
 - c. 3. Compensation and Benefits. As full compensation for all services to be rendered by the Employee to the Board in any capacity during the period of his employment pursuant to this Agreement, the Employee shall receive the compensation and benefits set forth below:

(a) Base Salary. The Board shall pay the employee a base salary at the annual rate of Four Hundred ~~and Twenty~~ and Twenty Thousand Dollars (~~\$400~~420,000).

* * *

(b) Incentive Compensation. As an incentive to the Employee, the Board will establish an annual performance-based compensation program that provides measurable outcomes

for the Employee, the satisfaction of which provides the basis for the award of incentive compensation. As set forth in Section 2 above, the Chair will conduct an annual evaluation of the Employee and if the Employee has met or exceeded expectations on the Performance Goals, the Employee will be eligible to receive a non-recurring award of incentive compensation up to _____ percent of his annual base salary starting on or about December 31, 2023~~4~~ and continuing annually thereafter. The Board authorizes the Chair to award such compensation and authorizes the Board of Governors Foundation to provide for the payment.

(c) ~~Housing and Vehicle Expense~~ Allowance. The Board authorizes the Board of Governors Foundation to provide the Employee with an annual housing and vehicle expense allowance of _____ payable in two equal installments of _____ on or about May 31, 2024 and November 30, 2024 and continuing annually thereafter.

~~(d) Vehicle Expense Allowance. The Board authorizes the Board of Governors Foundation to provide the Employee with an annual vehicle expense allowance of _____ payable in two equal installments of _____ on or about May 31, 2024 and November 30, 2024 and continuing annually thereafter.~~

~~(e)~~ (e) State Benefits. The Employee shall be entitled to receive all State of Florida employment benefits associated with the Senior Management Service pay plan as it pertains to annual and sick leave, retirement and health insurance.

3. Counterparts; Email and Electronic Signatures. This Amendment may be executed in counterparts, each of which are deemed to be original, but both of which together constitute one and the same instrument. Copies of signatures sent by email transmission or signed by other electronic means such as DocuSign are deemed to be originals for purposes of execution and proof of this Second Amendment.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment to be effective as of the date set forth above as the Effective Date.

Board of Governors of the State University System

Brian Lamb

Chairperson

Date

Raymound Rodrigues

Chancellor

Date