Florida Gulf Coast University Board of Trustees
January 31, 2007

SUBJECT: Accrued Benefits Agreement for Dr. William C. Merwin

PROPOSED BOARD ACTION

Approve accrued benefits agreement for Dr. William C. Merwin as proposed.

BACKGROUND INFORMATION

The FGCU Board of Trustees met for an emergency meeting on January 17, 2007 and unanimously accepted the early retirement resignation of President William C. Merwin. To that end an accrued benefits agreement that identifies compensation already earned to January 17, 2007 was to be developed and reviewed for acceptance after completion of the independent audit by Stroemer Tuscan & Company, PA. Attached is the president’s entitlement to compensation as represented via the accrued benefits to January 17, 2007.

Supporting Documentation Included: Accrued Benefits Agreement

Prepared by: Vice President for Administrative Services & Finance Joe Shepard

Legal Review by: Outside Counsel John Potanovic of Henderson Franklin Attorneys at Law (January 30, 2007)

Submitted by: Vice President for Administrative Services & Finance Joe Shepard
ACCRUED BENEFITS AGREEMENT

This Agreement is made by and between Dr. William C. Merwin ("Dr. Merwin") and the Board of Trustees of Florida Gulf Coast University ("FGCU").

WITNESSETH

WHEREAS, Dr. Merwin by signing below, has retired and resigned from his position as President, and as an employee and/or faculty member of FGCU, effective January 17, 2007; and

WHEREAS, FGCU has accepted the notice of retirement and resignation tendered by Dr. Merwin; and

NOW THEREFORE Dr. Merwin and FGCU for themselves, their successors and assigns hereby confirm and agree as follows:

1. Dr. Merwin's retirement and resignation from employment with FGCU is effective as of January 17, 2007.

2. The parties confirm that under that certain Employment Agreement entered into July 1, 2006, Dr. Merwin has accrued certain employment-related benefits, which he is contractually entitled to receive, and FGCU is obligated to pay or provide, relative to his services through his retirement/resignation date, as follows:
   a. the deferred compensation, in the form of an annuity, which shall be paid or provided to Dr. Merwin as allowed under the applicable deferred compensation/annuity guidelines;
   b. the payout of sick leave hours and annual leave hours as provided by the policies applicable to FGCU Administrative and Professional Executive Service Employees;
c. $50,000, less applicable payroll deductions and withholdings, representing the remaining portion of the Performance Bonus, which Dr. Merwin earned upon execution of the Employment Agreement, and which Dr. Merwin is entitled to receive under paragraph 2(b) of that agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year indicated below.

WITNESSES:

_______________________________
Dr. William C. Merwin
Date:___________________________

_______________________________
FLORIDA GULF COAST UNIVERSITY
BOARD OF TRUSTEES
By:____________________________
SCOTT LUTGERT
Chairman, Board of Trustees
Date:___________________________