

**BOARD OF TRUSTEES
UNIVERSITY OF THE DISTRICT OF COLUMBIA
UDC RESOLUTION NO. 2023 – 10**

SUBJECT: APPROVAL OF THE SECOND AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN RONALD MASON, JR. AND THE UNIVERSITY OF THE DISTRICT OF COLUMBIA

WHEREAS, pursuant to the authority of the Board of Trustees (the "Board") under D.C. Official Code §38-1202.06(10) and in accordance with 8B DCMR §200 *et seq.*, the Board has responsibility for the selection and appointment of a Chief Executive Officer for the University of the District of Columbia (the "University"); and

WHEREAS, pursuant to 8B DCMR §200.1, the Chief Executive Officer of the University appointed by the Board shall be the President of the University (the "President") and shall report directly to the Board; and

WHEREAS, pursuant to 8B DCMR §200.3, the appointment of the President, and the renewal of an existing appointment, shall be by affirmative vote of a majority of the Board; and

WHEREAS, pursuant to 8B DCMR §200.4, the terms and conditions of the appointment of the President, including compensation and benefits, shall be set forth in a contract of employment which shall be negotiated with the appointee in a manner directed by the Board and shall be subject to ratification by an affirmative vote of the majority of the Board; and

WHEREAS, in 2015, the Board selected Mr. Ronald Mason, Jr. to be President of the University and by Resolution 2015-12, appointed him for a term beginning July 6, 2015, consistent with the terms of a negotiated employment agreement (the "2015 Employment Agreement"); and

WHEREAS, pursuant to Resolution No. 2018-28, the Board approved amending the 2015 Employment Agreement to include certain terms and conditions of employment and extended President Mason's term through June 30, 2023; and

WHEREAS, the Board wishes to modify and extend the term of President Mason's 2015 Employment Agreement through July 31, 2023, as set forth in the Second Amendment to Employment Agreement (the "Second Amendment") to be executed by Mr. Ronald Mason, Jr. and the Chairperson of the Board, on behalf of the Board.

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NOW THEREFORE BE IT RESOLVED, that the Board hereby approves the Second Amendment, substantially in the form attached hereto as Attachment A, extending the appointment of Ronald Mason, Jr., as President of the University, through July 31, 2023, consistent with terms of his 2015 Employment Agreement, as amended by the First and Second Amendments.

Submitted by the Committee of the Whole:

June 8, 2023

Approved by the Board of Trustees:

June 8, 2023

A handwritten signature in black ink that reads "Christopher D. Bell". The signature is written in a cursive, flowing style.

Christopher D. Bell
Chairperson of the Board

Second Modification and Extension to Employment Agreement

This is a Second Modification and Extension to the Employment Agreement ("Agreement"), by and between Mr. Ronald F. Mason, Jr. ("Mr. Mason" or "President") and the University of the District of Columbia ("the University"), a public institution of higher learning located in the District of Columbia. One party may be referred to as a "Party" and collectively shall be referred to as "Parties."

Terms

1. Pursuant to the terms and conditions of the Agreement effective July 6, 2015, employing Mr. Mason as President of the University, and pursuant to the First Amendment which modified and extended the term of the Agreement until June 30, 2023, the Parties wish to exercise a second option to extend the Agreement. The term of the second extension shall commence on July 1, 2023 and terminate on July 31, 2023.

2. The MOU is modified to provide, that after his service as President, Mr. Mason shall elect either a sabbatical of one (1) semester at full pay or two (2) semesters of sabbatical at half pay.

3. The effective date of this modification and extension shall be July 1, 2023.

4. All other terms and conditions of the Agreement shall remain in full force and effect. If there is a conflict between the terms of this Second Modification and Extension and the terms of the Agreement or any prior amendment, modification or extension, the terms of this extension and modification shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Modification and Extension as indicated below.

ON BEHALF OF THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF THE DISTRICT OF COLUMBIA

A handwritten signature in cursive script that reads "Christopher D. Bell".

Christopher D. Bell, Chairperson

Ronald Mason, Jr.

Fiscal Impact Statement

TO: The Board of Trustees
FROM: Managing Director of Finance *David A. Franklin*
DATE: June 8, 2023
SUBJECT: Extension of the Executive Appointment of Ronald F. Mason, Jr.

Conclusion

It is projected that there are sufficient unrestricted funds in the budget allocation of the University of the District of Columbia's FY2023 budget to cover the cost of the salary and benefits associated with extending the term of Ronald F. Mason, Jr.'s employment through July 31, 2023.

Background

The Board wishes to amend the 2015 Employment Agreement to modify certain terms and conditions of employment and extend the term of the President's employment through July 31, 2023.

Financial Impact

The salary for this extension of the executive appointment will be Grade 01 Step 10 on the non-union administrative salary schedule, paying \$335,369.53 per year. The employee will continue to be fully eligible for cost-of-living increases in accordance with applicable University policy. He will also continue to be eligible for and may participate in University of the District of Columbia health insurance, life insurance, retirement, and disability programs in the same manner and under the same conditions as regular administrative employees hired on or about the date of his initial appointment. The University will contribute the equivalent of seven percent (7%) of the employee's salary to his Teacher Insurance Annuity Association (TIAA) retirement. The employee leave accrual rates are as follows: annual leave accrual of seven (7) hours per pay period and sick leave of four (4) hours per pay period.

This request has been approved based upon the information provided. There are no anticipated risks at this time.