FLORIDA A & M UNIVERSITY
BOARD OF TRUSTEES

IN RE: CONFERENCE CALL RELATING
TO THE CONTRACT OF
DOCTOR ELMIRA MANGUM

TRUSTEE MEMBERS:
SOLOMON BADGER, CHAIR
NARAYAN PERSAUD
MARJORIE R. TURNBULL
TOREY L. ALSTON
BELINDA SHANNON
SPURGEON McWILLIAMS
GLEN GILZEAN
RUFUS MONTGOMERY
KARL WHITE
KELVIN LAWSON
KIMBERLY MOORE
ANTHONY SIDERS
CLEVE WARREN

DATE: FRIDAY, FEBRUARY 7, 2014
TIME: COMMENCED AT: 9:00 A.M.
CONCLUDED AT: 12:30 P.M.
LOCATION: LEE HALL
PRESIDENT CONFERENCE ROOM
TALLAHASSEE, FLORIDA
REPORTED BY: NANCY S. METZKE, RPR, FPR
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PROCEDINGS

CHAIRMAN BADGER: Good morning, everyone. I call this meeting to order, and I'm going to ask Attorney Barge-Miles to please call the roll.

ATTORNEY BARGE-MILES: Trustee Alston.

(NO RESPONSE).

ATTORNEY BARGE-MILES: Trustee Badger.

CHAIRMAN BADGER: Here.

ATTORNEY BARGE-MILES: Trustee Gilzean.

TRUSTEE GILZEAN: Here.

ATTORNEY BARGE-MILES: Trustee Lawson.

(NO RESPONSE).

ATTORNEY BARGE-MILES: Trustee McWilliams.

TRUSTEE McWILLIAMS: Here.

ATTORNEY BARGE-MILES: Trustee Montgomery.

TRUSTEE MONTGOMERY: Here.

ATTORNEY BARGE-MILES: Trustee Moore.

TRUSTEE MOORE: Here.

ATTORNEY BARGE-MILES: Trustee Persaud.

TRUSTEE PERSAUD: Here.

ATTORNEY BARGE-MILES: Trustee Shannon.

TRUSTEE SHANNON: Here.

ATTORNEY BARGE-MILES: Trustee Siders.

TRUSTEE SIDERS: Here.
ATTORNEY BARGE-MILES: Trustee Turnbull.
TRUSTEE TURNBULL: Here.
ATTORNEY BARGE-MILES: Trustee Warren.
TRUSTEE WARREN: Here.
ATTORNEY BARGE-MILES: Trustee White.
TRUSTEE WHITE: Here.
ATTORNEY BARGE-MILES: Mr. Chair, you have a quorum.
CHAIRMAN BADGER: Okay. Thank you.
Trustees, as you may recall, last Friday we began our review of Doctor Mangum's contract with several suggested changes being proposed by Trustee Montgomery. At the conclusion of the meeting, we agreed that you would have 72 hours to submit any proposed changes. These proposed changes were received by Attorney McKnight and incorporated into the document that you were provided.
Now in our review of the contract today, I propose that we, as a board, vote on each of the proposed changes to the agreement. That way, when we complete the review, we will have a document that has been approved by the Board of Trustees.
Attorney McKnight, will you please start the
review of the contract and the highlighted and proposed changes?

ATTORNEY McKNIGHT: Okay. I draw the Board's attention to Paragraph 2.0, Notice Term. The changes reflected there in the last sentence: If such renewal or extension does not occur by no later than June 3rd, 2016, the parties agree to allow the natural expiration of the term of the agreement.

CHAIRMAN BADGER: You've heard the recommended change. Those --

TRUSTEE GILZEAN: Well, Mr. Chairman.

CHAIRMAN BADGER: Yes, sir.

TRUSTEE GILZEAN: This is Trustee Gilzean. Can legal give us an explanation of what that means?

ATTORNEY McKNIGHT: Well, that's an insert from Trustee Montgomery, but what it means is just that if we do not agree to a renewal of her -- or an extension of Doctor Mangum's contract, then this agreement will end in 2017, April 1st, 2017.

TRUSTEE GILZEAN: April 1st, 2017, okay.

TRUSTEE PERSAUD: Mr. Chair, this is Persaud.

CHAIRMAN BADGER: Trustee Persaud.
TRUSTEE PERSAUD: I am having difficulty with that insertion because I do not know what the composition of the Board would be then, and I think it should be left to the prerogative of the Board at that time. None of us know whether any one of us sitting today will be on that board, and we will be dictating for the future board, and we would not be there to assess; so I am not inclined to support that change.

CHAIRMAN BADGER: So you're going to vote against that, correct?

TRUSTEE PERSAUD: Yes. Yes.

TRUSTEE WARREN: Mr. Chair.

CHAIRMAN BADGER: Yes.

TRUSTEE WARREN: This is Trustee Warren.

CHAIRMAN BADGER: Trustee Warren.

TRUSTEE WARREN: I think it's a moot sort of point. All it's suggesting is that if we don't negotiate, no matter who the board is, we have the onus of negotiating the extension of the contract. All it says is if we can't agree, then the thing just goes on to its natural end.

CHAIRMAN BADGER: Thank you.

Now the intent here is to look at these and vote up or down on each of these entities that we
have put into the contract, and I'm going to call
for -- to vote on whether or not we want to put
that one in and ask --

TRUSTEE WARREN: So move.

CHAIRMAN BADGER: It's been motioned. I'll
entertain a second.

TRUSTEE SHANNON: Second.

CHAIRMAN BADGER: It's been motioned and
seconded. Discussion.

(NO RESPONSE).

CHAIRMAN BADGER: Hearing none, those in
favor, let it be known by the sign of aye.

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposed, the same sign.

TRUSTEE PERSAUD: No.

CHAIRMAN BADGER: Okay. The motion passes.

ATTORNEY McKNIGHT: Chairman Badger.

CHAIRMAN BADGER: Yes.

ATTORNEY McKNIGHT: I would suggest that we do
a roll call vote just to make sure that we can
record this accurately.

CHAIRMAN BADGER: Okay. I thought that one
was whatever to one; I only heard one. So you want
to do a roll call on each of them for accuracy's
sake?
TRUSTEE WARREN: It was pretty clear that there was only one --

CHAIRMAN BADGER: Okay. Well, I don't have an objection to doing it. I was giving a rationale for why I moved on with that particular one.

ATTORNEY McKNIGHT: There is a court reporter, and let me -- so when folks are speaking, if you could identify yourselves, too, for purposes of record, I think she would appreciate that. But because the court reporter is here, it will help to facilitate this process.

CHAIRMAN BADGER: I appreciate that. Okay. Thank you.

Ms. Barge-Miles, will you please call the roll on --

ATTORNEY BARGE-MILES: Trustee Alston.

(NO RESPONSE).

ATTORNEY BARGE-MILES: Trustee Badger.

CHAIRMAN BADGER: No, I'm sorry, we're calling for a vote.

ATTORNEY BARGE-MILES: Yes, yes or no.

Trustee Alston is not here.

Trustee Badger.

CHAIRMAN BADGER: Okay. Thank you. I'm voting --
TRUSTEE MONTGOMERY: Mr. Chairman, this is Montgomery. I have a suggestion.

I get the roll call for purposes if someone calls for a roll call, they have that right under procedure. In this case -- and it will extend the call by at least an additional 30 minutes if we do a roll call on each.

In cases where it's clear, can we just simply note that Trustee Persaud said no and the remainder of the trustees voted yes, or is it necessary to take a roll call for each.

CHAIRMAN BADGER: That was my intent originally. I think adding to it, just note that Trustee Persaud was a vote against it, would be appropriate to me; but I'm going to yield to legal for purposes stated by legal.

ATTORNEY McKNIGHT: Well, with that clarification, and I think that helps the court reporter, then we can move to the next item.

CHAIRMAN BADGER: Okay.

TRUSTEE MONTGOMERY: Mr. Chairman --

TRUSTEE PERSAUD: Mr. Chairman, if you're going to go through all of this, I change my vote. Let's make it unanimous and move on.
CHAIRMAN BADGER: Okay. The vote is unanimous.

ATTORNEY McKNIGHT: Okay. 3.0, Powers and Duties, the first edit you see that's underlined says, to make it clear: As President and Chief Executive Officer of the University, Doctor Mangum shall perform all duties required subject to the U.S. and Florida Constitutions, et cetera.

There was an edit that suggested that we delete that change, Chief Executive Officer of the University, so the language would go back to its original statement that says: As President, comma, Doctor Mangum shall perform all duties, dot, dot, dot.

CHAIRMAN BADGER: And the rationale for that was, or was there any rationale?

ATTORNEY McKNIGHT: Trustee Montgomery, and you can add there too, but I think it was for purposes of clarity.

But if the Board would draw it's attention to 1.0, that first sentence in 1.0, there is a parenthetical, and before that parenthetical, we describe Doctor Mangum as: President of the University, the Chief Executive Officer of the
University, as well as Corporate Secretary to the Board, hereinafter referred to as President.

CHAIRMAN BADGER: Okay. I'll entertain a motion.

TRUSTEE SIDERS: So moved. This is Siders, Trustee Siders.

CHAIRMAN BADGER: Trustee Siders made the motion.

ATTORNEY McKNIGHT: I'm sorry --

TRUSTEE SHANNON: I'm not clear what the motion is, what the change being requested is.

CHAIRMAN BADGER: Okay. Thank you.

TRUSTEE SHANNON: Are we adding in Chief Executive Officer of the University, or are we deleting?

TRUSTEE GILZEAN: We're deleting because it's already stated at the beginning.

TRUSTEE MONTGOMERY: Mr. Chairman, this is Montgomery. I withdraw the proposed change as if the document was -- as it was stated originally, so I withdraw my proposed change to add in Chief Executive Officer of the University.

CHAIRMAN BADGER: Thank you. That has been withdrawn by the person making the change.

ATTORNEY McKNIGHT: Also within that
paragraph, there was a deletion of the term -- and if you draw your attention to the particular section that says: Supervision of the University's buildings, grounds, and equipment, the ending phrase: Controlled by the University, is deleted.

CHAIRMAN BADGER: Okay. Are there any questions or concerns?

TRUSTEE WARREN: That was my recommended change. I withdraw it. Attorney McKnight explained the rationale for it being worded the way it was, and I'm okay with that wording.

TRUSTEE GILZEAN: Okay. And could we just go through -- I'm sorry, Mr. Chair, is it possible that we can explain the rationale because you got it, please, Trustee Warren, but I didn't get the rationale; so what is the rationale behind that? And could we just do it with every one, please?

TRUSTEE WARREN: Sure. Avery, why don't you explain it to him.

ATTORNEY McKNIGHT: Yeah, in terms of the supervision of University buildings, there are some buildings that we lease and that we don't necessarily control, and so that was the reason why that the language was kept in, for example, the property that we have at the School of Nursing in
Tampa and Miami in which, of course, those
properties are being leased.

TRUSTEE GILZEAN: Okay. That makes sense.
CHAIRMAN BADGER: Is that satisfactory?
TRUSTEE GILZEAN: Yes, sir.
CHAIRMAN BADGER: Okay. And it has been --
the person making the suggested change has
withdrawn it, so there's no reason to move on that.
ATTORNEY McKNIGHT: Okay.
CHAIRMAN BADGER: Back to Attorney McKnight.
ATTORNEY McKNIGHT: Okay. The next phrase is:
Administration of the Affairs of the University
Consistent with Board Policy. That was an edit
provided by Trustee Montgomery.

The fact that Doctor Mangum is required to
perform all duties required to -- all regulations,
policies and procedures not only of the Board of
Governors but also the Board of Trustees, I think
that -- I'm not sure of Trustee Montgomery's point
other than clarifying that.

CHAIRMAN BADGER: Are we still in point zero?
ATTORNEY McKNIGHT: 3.0.
CHAIRMAN BADGER: Okay. Second --
TRUSTEE SHANNON: First paragraph.
ATTORNEY McKNIGHT: It's in the first
paragraph and in the midsection of the paragraph, there's a phrase that says: Administration of the Affairs of the University --

CHAIRMAN BADGER: I've got it. And the recommendation is?

TRUSTEE SHANNON: Chairman Badger, this is Trustee Shannon.

CHAIRMAN BADGER: Shannon?

TRUSTEE SHANNON: Yes, just to get clarity around what Attorney McKnight has said, it sounds like he's saying that, you know, she's already -- we've already included language previously that requires her to administer her job, or approach her job consistent with Board policy as well as all other policies; therefore, this addition is somewhat redundant?

ATTORNEY McKNIGHT: Yes.

CHAIRMAN BADGER: Okay. Those in favor of the recommendation.

(AFFIRMATIVE INDICATIONS).

TRUSTEE MONTGOMERY: There's no motion on the floor, Mr. Chairman. I thought there needed to be a motion.

CHAIRMAN BADGER: Okay. We'll entertain a motion.
TRUSTEE MONTGOMERY: So move.

ATTORNEY McKNIGHT: I'm sorry, it would be very helpful if we can -- if there is a motion -- if the motion is to keep the edit or strike the edit, it would help us on this end.

TRUSTEE MONTGOMERY: Mr. Chairman, Montgomery. The reason for the full word insertion is simply to clarify that the administration of the University is consistent with Board policy. We are not all attorneys, and I say if anyone else can very quickly reference that without the assistance of an attorney, this simply clarifies it so that someone can -- any member of the Board at that time could read it and understand it and find it and be clear.

I don't disagree with Attorney McKnight's insertion. This is simply clarifying language so that a layman could read it and understand it. But I don't disagree with the insertion. This is just clarifying language that's all. It shouldn't be a problem if it simply clarifies that position.

CHAIRMAN BADGER: So the motion is --

TRUSTEE WARREN: Move approval, Mr. Chair. This is Trustee Warren.

CHAIRMAN BADGER: Okay. Move to approve --

TRUSTEE MONTGOMERY: Second.
CHAIRMAN BADGER: Okay. Those in favor, let it be known by the sign of aye.

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Those opposed.

(NO RESPONSE).

CHAIRMAN BADGER: Hearing none, it's unanimous.

Attorney McKnight.

ATTORNEY McKNIGHT: Second paragraph we're still under 3.0, Powers and Duties. The second sentence says: This shall include but shall not be limited to annual establishment and successful achievement of operational goals as agreed upon by the Board.

Subsequent edits by Trustee Warren would delete the language thereafter as noted within your document.

CHAIRMAN BADGER: Okay. The language thereafter within my document reads what?

ATTORNEY McKNIGHT: And reviewing the two-year fund raising trend of the University, comma, the State University System of Florida --

CHAIRMAN BADGER: Okay. I see it. Okay. Is there a motion?

TRUSTEE WARREN: Move approval on the edit,
Mr. Chair. This is Trustee Warren.

CHAIRMAN BADGER: Trustee Warren moves approval of the edit. Is there a second?

TRUSTEE SHANNON: Second.

CHAIRMAN BADGER: It's been motioned and seconded. Those in favor, let it be known by the sign of aye.

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposed, the same sign.

(NO RESPONSE).

CHAIRMAN BADGER: Motion carries.

ATTORNEY McKNIGHT: Now we move into compensation, and in 4.0, there was language added by Trustee Warren that would state in that second sentence, and I read: Any amount of the aforementioned annual based salary in excess of the amount authorized by the Florida Legislature shall be paid by the Florida A & M University Foundation, Incorporated, parenthetical, FAMU Foundation. And what was added: Or of other available sources.

CHAIRMAN BADGER: Is there a motion?

TRUSTEE PERSAUD: Move that the change be accepted.

TRUSTEE SIDERS: Second.

CHAIRMAN BADGER: Motion by Trustee Persaud.
Seconded by?

ATTORNEY BARGE-MILES: Siders.

TRUSTEE SIDERS: Siders.

CHAIRMAN BADGER: Siders, for the record.

Okay. Those in favor, let it be known by the sign of aye.

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposed, the same sign.

(NO RESPONSE).

CHAIRMAN BADGER: Hearing none, the motion passes.

ATTORNEY McKNIGHT: Okay. We're moving down to 5.1, Goal Setting, and bear with me. I think the original language was that -- and let me read the sentence and then kind of go back to it: On or before July 1st, 2014, and on or before each July 1st thereafter, Doctor Mangum shall provide to the Board Chair a list of proposed goals and objectives for the 12-month period beginning on July 1st.

In your document, you will see two edits. The first edit I believe is by Trustee Montgomery that said that that term, July 1st, 2014, as cited to the first time, should be June 15th. The second edit was by Trustee Warren that says that that
should be May 1st.

CHAIRMAN BADGER: Is there a discussion?
(NO RESPONSE).

CHAIRMAN BADGER: Okay. We have two edits here. Now we're going to --

TRUSTEE GILZEAN: Mr. Chair.

CHAIRMAN BADGER: Yes.

TRUSTEE GILZEAN: Is it possible I could have the two sponsors to explain their rationale, why May 1st and why June 15th?

TRUSTEE WARREN: This is Trustee Warren. I suggest we get started before the following fiscal year. So the May 1 start date on the setting of goals for the next year would get us ahead of the beginning of the fiscal year as opposed to right up on it, some later suggestions about how we deal with if we, in fact, accepted their review and agree to award a bonus, to facilitate for the finance department the granting of any planned bonus into the budget before the budget is approved, so we would not have to get into a budget amendment in order to accommodate the Board-approved budget for the new president, or any president for that matter.

So, but with respect to this issue on
evaluations, I don't think we should mess around
with it, if you will, just get started on it before
the new fiscal year begins, and a May 1 start date,
in my mind, gives us better lead time than waiting
until June when so much else is going on.

CHAIRMAN BADGER: Okay.

TRUSTEE MONTGOMERY: Mr. Chair, I withdraw my
original amendment.

CHAIRMAN BADGER: Okay. So those in -- the
motion is on the floor then for May 1st. Is there
a motion?

TRUSTEE WARREN: So move.

CHAIRMAN BADGER: Is there a second?

ATTORNEY BARGE-MILES: Who moved --

UNIDENTIFIED VOICE: Second.

ATTORNEY BARGE-MILES: Excuse me, who moved --

CHAIRMAN BADGER: Motioned and seconded that
May 1st in lieu of the other two dates -- those in
favor, let it be known by the sign of aye.

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposes?

(NO RESPONSE).

CHAIRMAN BADGER: Hearing none, the motion
passes.

ATTORNEY BARGE-MILES: Doctor Badger, could
you ask -- I didn't get who moved and who seconded, I'm sorry.

TRUSTEE WARREN: Trustee Warren motioned it.

TRUSTEE MONTGOMERY: Montgomery seconded.

CHAIRMAN BADGER: And Montgomery seconded.

ATTORNEY BARGE-MILES: Thank you.

ATTORNEY McKNIGHT: 5.1, second sentence, there are two competing edits. The original edit came in from Trustee Montgomery, the revised edit from Trustee Warren.

Do I need to -- I don't know if I can read it to the Board in order for it to make sense, but if you have it there before you, I think it's self explanatory.

TRUSTEE WARREN: Why don't you try explaining it, please.

ATTORNEY McKNIGHT: I will. I think the position of Trustee Montgomery was that the language would read that it would be the Board or a committee solely composed of members of the Board, and I think the edit from Trustee Warren would just simply say the Board or a committee of the Board and delete the term "solely composed of members thereof."

And of course, there was -- the last phrase
was edited to include: Prior to July 1 of each year thereafter, at the end of the sentence.

TRUSTEE MONTGOMERY: Mr. Chairman.

CHAIRMAN BADGER: Trustee Montgomery.

TRUSTEE MONTGOMERY: Yeah. Again, my intent was just to make sure that it was limited to members of the Board. The language originally as written could have allowed for the appointment of a non-Board member and so however -- if this language accomplishes that, then I have no objection to this language.

CHAIRMAN BADGER: Okay.

TRUSTEE WARREN: Mr. Chair, this is Trustee Warren.

CHAIRMAN BADGER: Trustee Warren.

TRUSTEE WARREN: I just wanted to assure Trustee Montgomery that that's the intent of the language, is to simplifying, but it encompasses what was your intent to ensure that either the Board or a committee that was formed would be a committee of the Board, not a committee of at large or an ad hoc committee from the community or anything, but it would be a committee of the Board.

CHAIRMAN BADGER: Okay. So with that being withdrawn --
ATTORNEY McKNIGHT: I still think that there is a motion because the sentence has changed.

CHAIRMAN BADGER: Okay. So do -- well, read the sentence as it should be withdrawn.

ATTORNEY McKNIGHT: Okay. The Board or a committee of the Board and Doctor Mangum shall agree upon finalized goals and objectives for that 12-month period prior to July 1 or each year thereafter.

CHAIRMAN BADGER: Okay.

TRUSTEE WARREN: So move.

CHAIRMAN BADGER: It's motioned. Is there a second?

TRUSTEE TURNBULL: Second.

CHAIRMAN BADGER: Motioned and seconded. Those in favor, let it be known by the sign of aye.

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposed, the same sign.

(NO RESPONSE).

CHAIRMAN BADGER: Hearing none, the motion passes unanimously.

ATTORNEY McKNIGHT: Under 5.2, Evaluation, if you'd go to Page 3 of 11 beginning with the paragraph starting with "Commencing July 1," there was an edit from Trustee Warren that would
insert -- instead of July, it would be June, and concluding not later than June 30th, I think was Trustee Warren's edit; and September 30th, as embedded in the document, I think was Trustee Montgomery's.

TRUSTEE WARREN: Mr. Chair.

CHAIRMAN BADGER: Trustee Warren.

TRUSTEE WARREN: I'd like to move it for second so we can have discussion on it.

CHAIRMAN BADGER: Okay. Is there a second?

TRUSTEE GILZEAN: Second.

CHAIRMAN BADGER: It's motioned and seconded.

Discussion.

TRUSTEE WARREN: Mr. Chair, this is Trustee Warren.

CHAIRMAN BADGER: Trustee Warren first. Who is the next person in the que?

TRUSTEE WHITE: Trustee White.

TRUSTEE MONTGOMERY: Point of information, Mr. Chairman. What was the motion? There were two competing amendments proposed, so what was the motion here?

TRUSTEE WARREN: The motion is that we begin the process on June 1 and end it by June 30, the evaluation process.
TRUSTEE SHANNON: So now we're going to have discussion on that?

TRUSTEE WARREN: Yes.

TRUSTEE WHITE: Mr. Chair, this is White, so I want to be in the cue.

CHAIRMAN BADGER: Okay. Trustee White is in the cue. Discussion.

TRUSTEE WARREN: Mr. Chair, yes, this is Trustee Warren.

CHAIRMAN BADGER: Yes, Trustee Warren.

TRUSTEE WARREN: My recommendation in the change of language is consistent with my previous recommendation that we approved when we would set goals for Doctor Mangum. The purpose here is to complete our evaluation process in a timely manner without stringing it out, and to have that accomplished before the beginning of the new budget year so in the event that we have decided to provide for Doctor Mangum a bonus of any sort, that we will be able to have gotten that incorporated into the budget at the beginning of the budget year as opposed to sometime in the cycle.

CHAIRMAN BADGER: Trustee White.

TRUSTEE WHITE: Yes, my only question about the specific, you know, sort of timing is that,
you know, most of the goals are -- generally we do fiscal year goals; and so some of this data, particularly around the financial operations of the University, you know, end on June 30 and then it sort of takes us some time before we have that information. So I'm just, you know, asking -- I'm just curious what -- you know, are we going to then be forced to look at a somewhat different period because we wouldn't have the final fiscal year information until sometime later?

TRUSTEE MONTGOMERY: Mr. Chair, Montgomery.

CHAIRMAN BADGER: Montgomery?

Trustee Montgomery.

TRUSTEE MONTGOMERY: My concern is that -- I'd echo the sentiment of having a period of time. I agree with Trustee Warren that we should expedite the process, but I also understand that we won't have the information that -- first of all, I think it should go -- it should not start, the evaluation, until the end of the period for which she is being evaluated, the same thing as having goals in place prior to a period in which she's being evaluated; but I don't think we should start an evaluation of her until the end of the evaluation period. The end of the evaluation
period will be June 30th.

So I go back to my original suggestion of starting her evaluation of the previous 12 months the next day, which would be July 1 and then September 30th, although it is a 90-day period, July, August, September. That gives us time to see what actually happened during the fiscal year, and so we can evaluate what has just taken place over the previous 12 months. That gives us three months to do it. It gives us time to get the information in. So I'd offer a substitute motion that it would commence on July 1 and conclude not later than September 30th.

CHAIRMAN BADGER: Okay.

TRUSTEE PERSAUD: Mr. Chairman, this is Persaud.

CHAIRMAN BADGER: Trustee Persaud.

TRUSTEE PERSAUD: What Trustee Montgomery is suggesting from the perspective of the academic side seems a little bit more reasonable because, indeed, in accordance with what Trustee White mentioned, the state fiscal year starts July 1; it ends June 30th. And data are not available, the accumulation of data. It means that we will still be -- so I think it's a good amendment to start
July 1 and through September 30th because it does
give us some time for the accumulation of valid
information on which we base our goals and
objectives.

CHAIRMAN BADGER: Okay. Is there a motion?

TRUSTEE WARREN: Mr. Chair. This is
Trustee Warren, Mr. Chair.

CHAIRMAN BADGER: Trustee Warren.

TRUSTEE WARREN: I can live with that
rationale. I withdraw my recommendation.

CHAIRMAN BADGER: Okay. So therefore the
motion then would be the substitute motion; am I
correct?

TRUSTEE MONTGOMERY: I withdraw my motion and
we would keep the language as it is.

CHAIRMAN BADGER: We'll keep the language as
June 1 to --

TRUSTEE MONTGOMERY: July 1.

CHAIRMAN BADGER: Okay. So we're withdrawing
the yellow, the June 1 to June, okay. Those in --
you've withdrawn it, so --

TRUSTEE MONTGOMERY: Right, no vote is
necessary.

CHAIRMAN BADGER: There is no vote.

ATTORNEY McKNIGHT: Well, there would still
have to be a vote because there was language
stricken that originally had October 31st of each
year.

CHAIRMAN BADGER: Okay. I'll entertain a
motion of striking the language.

ATTORNEY McKNIGHT: And inserting, I think it
was Trustee Montgomery's language, of July 1 --
well, he added September 30th.

CHAIRMAN BADGER: Okay. Trustee Montgomery,
are you amenable to making that motion to
accomplish the numbers you put in?

TRUSTEE MONTGOMERY: Yes.

CHAIRMAN BADGER: Second?

TRUSTEE MONTGOMERY: The original language
said October 30th -- 31st; I propose to change it
to September 30th. So my motion would be that the
sentence read: Commencing July 1 and concluding no
later than September 30th of each year, et cetera,
et cetera. That would be my motion.

TRUSTEE GILZEAN: Second.

CHAIRMAN BADGER: Okay. Motioned and
seconded. Any discussion?

(NO RESPONSE).

CHAIRMAN BADGER: Hearing none, those in
favor, let it be known by the sign aye.
(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposed, the same sign.
(NO RESPONSE).

CHAIRMAN BADGER: Motion passes.

ATTORNEY McKNIGHT: Under 5.3, Performance Bonuses, which is reflected on Page 3 of 11, there was a sentence inserted: At its first meeting after September 30th of each year, the Board shall take a vote on payment of a bonus which shall be proportional to the goals and objectives met and shall state the amount thereof. Upon Board approval of a performance bonus, payment of said bonus shall be made within 60 days.

I believe that that edit came in from Trustee Montgomery and may have been also tweaked a little bit by Trustee Moore. There was a subsequent edit from Trustee Warren that would delete both sentences.

TRUSTEE WARREN: I withdraw.

TRUSTEE WHITE: Mr. Chairman.

CHAIRMAN BADGER: Trustee White.

TRUSTEE WHITE: Yes, I would move the approval.

TRUSTEE PERSAUD: Second.

TRUSTEE TURNBULL: Mr. Chairman.
CHAIRMAN BADGER: Wait a minute.

TRUSTEE TURNBULL: Mr. Chairman.

CHAIRMAN BADGER: I thought I heard it being withdrawn. I've got you in the cue, Trustee Turnbull. I thought I heard it being withdrawn. Did the maker of the --

TRUSTEE MONTGOMERY: I did not withdraw. That was not me.

CHAIRMAN BADGER: Okay. All right, I'm sorry.

ATTORNEY McKNIGHT: I think that was withdrawn, Chairman, was Trustee Warren's edits.

CHAIRMAN BADGER: Trustee Warren did?

TRUSTEE WARREN: Was withdrawn.


TRUSTEE TURNBULL: Yes, I want to have a little more discussion about what "proportional" means because I have no idea what that means.

Do we rank our goals? Is it if she meets five of our goals? Let's say she has ten goals, she meets five of them, and then do we give her 50%; or if one goal is ranked with more importance than others, do we prorate that? If it's a timing thing and the goals change based on circumstances in time, do we then rerank them?
I think this really complicates it. The sentence up above that says her performance is based on achievement of the mutually agreed upon specified goals and objectives and such other criteria that are deemed appropriate allows the Board at the time of the performance to determine how we're going to rank and rate her performance. I just think "proportional," someone needs to explain to me what that gets us. I think it constrains us rather than allows -- clarifies.

TRUSTEE MONTGOMERY: Mr. Chairman, Montgomery.

CHAIRMAN BADGER: Trustee Montgomery.

TRUSTEE MONTGOMERY: A few things. The purpose of this language here is to directly address an issue we had with a previous contract in which there was no specific mechanism for the President to obtain the bonus. There was no set decision about the date, how it would occur, when it would, nothing.

So the reason it says "at the first meeting" is because the proposed evaluation period ends on September 30th. The reason it says "the Board shall take a vote" is because it binds us, actually forces us to take a vote where in the past we were not bound and we went as long as a year without
taking a vote.

The part about the proportional gives us the ability to say, it can be as low as 1%, or it can be as high as 10% and the bonus itself would be based on the actual performance. If the Board thinks that she did -- she accomplished 50% of her goals, the Board can award a goal that's 50% of the 10%.

So this still allows the Board time to make the decision in terms of where they are in proportional. But the purpose of that language was to say that she shall -- and, again, this addresses another specific problem that we had in the past, that she shall not -- if she gets a bonus, she shall not automatically receive the 10%. She will receive a bonus in accordance with what she has done in a proportional way, and that's the reason for the word "proportional."

And then finally, the second sentence where it leaves a specific payment date is -- again, we've had problems about when -- and if a person has earned a bonus, I just believe they should have a time and know when it's going to occur; and this gives it a date certain. So it would be 60 days after that next meeting of the Board and after an
actual vote. That was my rationale behind this amendment.

TRUSTEE WARREN: Trustee Warren, Mr. Chairman.

CHAIRMAN BADGER: I hear two persons.

TRUSTEE PERSAUD: Yes, Persaud.

CHAIRMAN BADGER: Warren and Persaud?

TRUSTEE PERSAUD: Yes, Trustee Warren is before me.

TRUSTEE WHITE: White.

CHAIRMAN BADGER: And White. Okay. I have the three in that order, Warren, Persaud, and White.

TRUSTEE WARREN: Mr. Chairman, I concur with Trustee Montgomery's suggested language. I would offer, however, to facilitate Trustee Turnbull's concern about her use of the word "proportional;" that maybe the language should read that Doctor Mangum would receive a bonus not to exceed 10%. And that allows us to make some allocation, if you will, in terms of a bonus that is somewhere at or below, not in excess of.

So a determination as to what amount of bonus that she would receive would be determined through the evaluation process, but that bonus could not exceed 10%. So I'd ask Trustee Montgomery if such
language would accomplish what he is trying to get at?

TRUSTEE WHITE: That language is included above.

TRUSTEE WARREN: The not to exceed?

TRUSTEE PERSAUD: Yes, yes, not above.

TRUSTEE WARREN: So I'm -- okay. I'm comfortable with the "not to exceed language."

TRUSTEE PERSAUD: Mr. Chairman, if I may.

CHAIRMAN BADGER: Trustee Persaud.

TRUSTEE PERSAUD: To accommodate both, in part I would suggest just to accept the part where Trustee Montgomery, upon the Board approval of the performance, such payment shall be paid within 60 days, if that is possible.

Now here is my reasoning. I agree with Trustee Turnbull because when we set goals, supposing we say that she plans to increase graduation rate by 2% and then graduation rate increased by 3%, do we give -- do we compensate -- do we say, okay, you did an excellent, so we should increase your -- I'm arguing against this proportional thing, and the same thing goes for recruitment, including --

TRUSTEE MONTGOMERY: Mr. Chairman, I'd take
the "proportional" out. I'm okay with the language. I'd withdraw that and offer that we just simply -- I'm just clarifying when the person would get paid. That was my -- I can take "proportional" out.

So I'd amend that to say: At the first meeting after September 30th of each year, the Board shall take a vote on the payment of a bonus, period. And then: Upon Board approval of the performance bonus, payment of said bonus shall be made within 60 days.

TRUSTEE PERSAUD: Mr. Chair, I second that motion if that's it.

CHAIRMAN BADGER: Okay.

TRUSTEE TURNBULL: Mr. Chairman.

CHAIRMAN BADGER: Wait a minute now, we're skipping Trustee White who is in the cue, and then we'll go to Persaud and then back to Trustee Turnbull.

TRUSTEE WHITE: So, Mr. Chairman, Trustee Montgomery has just addressed my issue. So since I actually was the one who made the motion, I will accept that friendly amendment as long as we strike "proportional."

CHAIRMAN BADGER: Okay. My phone was going
out on me.

Okay. So with accepting that amendment, that leaves the motion to read what, for clarity to everybody before we go to Trustee Persaud?

TRUSTEE MONTGOMERY: The motion would read: At its first meeting after September 30th of each year, the Board shall take a vote on payment of a bonus, period. It would strike the remaining of that existing sentence from "which" to "thereof."

And then the next sentence would be: Upon Board approval of a performance bonus, payment of said bonus shall be made within 60 days.

CHAIRMAN BADGER: Okay. Is everybody clear on that?

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: We still have folks in the cue, Trustee Persaud followed by Trustee Turnbull.

TRUSTEE TURNBULL: I just wanted to say, I support that.

TRUSTEE PERSAUD: Yes, Trustee Montgomery clarified my point.

CHAIRMAN BADGER: Okay. So that is satisfied by all?

TRUSTEE WARREN: Mr. Chair, this is Trustee Warren.
CHAIRMAN BADGER: Trustee Warren.

TRUSTEE WARREN: Just for clarity purposes, Trustee Montgomery, the language about the "not to exceed" is still in the agreement?

TRUSTEE MONTGOMERY: Mr. Chairman.

CHAIRMAN BADGER: Yes, Montgomery.

TRUSTEE MONTGOMERY: The language is in the paragraph prior. So my understanding, in the language that states in the paragraph prior that says, "performance bonus not to exceed," meets the ability for the Board to determine how that --

(PHONE INTERFERENCE).

CHAIRMAN BADGER: That was my line.

TRUSTEE MONTGOMERY: It meets the ability. It allows the Board flexibility to determine how the bonus shall be paid. Again, my motion was for clarity about when the person would be -- that they actually -- that there would be a vote that the person would actually get paid and by when. So that's why I'm comfortable with that language.

TRUSTEE WARREN: Okay. Thank you, Trustee Montgomery.

CHAIRMAN BADGER: All hearts satisfied?

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Entertain a motion, make a
ATTORNEY BARGE-MILES: You already have a motion on the floor, Doctor Badger.

CHAIRMAN BADGER: Okay. We have a motion. Those in favor.

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposed, the same sign.

(NO RESPONSE).

CHAIRMAN BADGER: Motion passes.

ATTORNEY McKNIGHT: On Page 3 of 11, I direct the Board's attention to 6.1, Annuity. The edit was to reduce the amount of annuity from 15% to 10% of Doctor Mangum's annual base salary.

TRUSTEE PERSAUD: Mr. Chairman, I move that we accept the original 15% because we have -- that we accept -- that we do not change from 10 -- from 15 to 10 because if you -- this is consistent, not only what we give past presidents, but if we begin to nickel and dime the total packet, the total packet that Doctor Mangum would receive, it would be below that that we paid Doctor Ammons, so I would move that we keep the original language of 15%.

CHAIRMAN BADGER: The motion is to keep the original language at 15%. Is there a second?
TRUSTEE SIDERS: Second.

CHAIRMAN BADGER: Motioned and seconded. Is there discussion?

(NO RESPONSE).

CHAIRMAN BADGER: Hearing none --

TRUSTEE McWILLIAMS: We need a roll call vote on that one because I would disagree with it.

TRUSTEE MONTGOMERY: Mr. Chairman, for discussion, Montgomery.

CHAIRMAN BADGER: First, is there a discussion?

TRUSTEE MONTGOMERY: Yes.

CHAIRMAN BADGER: Okay. Montgomery.

TRUSTEE MONTGOMERY: I understand that our process today is that we will vote each in order, but I think it would be beneficial to all to direct your attention to the current presidential compensation survey that we were all forwarded.

And my read on this compensation is that the FAMU President, in terms of compensation, would actually be higher than the president of Florida State who has four times as many students and a much larger budget and a much larger scope of -- area of responsibility. This is also, for a compensation purpose, would put Florida A & M ahead
of the University of South Florida, and Florida Atlantic, and other institutions.

There are some members of the Board who want us -- who want to ensure, and have been vocal about saying, that the salary should be in line with other system institutions. But I submit that this annuity, in part, not on its own, but in part, taken in its totality with a $550,000 a year estimate, I'd submit that it -- or contend that it was actually more.

But to direct your attention to this survey, with this annuity, this would put her at $550,000 a year; and, again, it would place her total compensation higher than the University of South Florida and Florida State. I think that should be taken into consideration.

The reason for my motion to put it at 10% is that, one, an annuity is not required; two, if you're going with a higher base salary, to say that we've given previous presidents this is inaccurate. We've given previous presidents a higher percentage on a lower amount.

So if you lower her pay a hundred thousand dollars, I'd be happy to, say, give her the 15% annuity, but not both. So my rationale was
that we look at this in its totality, and I'd ask
and urge you as Chairman to allow us to have the
broader discussion of what the total compensation
package is before we start breaking it down and
going into each individual ones.

I think it's also important that we have a
discussion of the base salary before we get into
the additional or the ancillary benefits and the
additional compensation that comes along. So,
again, I know we're on discussion of this motion,
but I think we should not move forward until we
have a discussion of the base salary.

TRUSTEE SHANNON: Chairman Badger, this is
Trustee Shannon.

CHAIRMAN BADGER: Trustee Shannon.

TRUSTEE SHANNON: Yeah, I just wanted some
clarification. Perhaps Ms. Barge-Miles or
Attorney McKnight can make that. On this chart
that we've been provided, in the column for annuity
for the Florida State President, there's an
asterisk, but I don't see a key to explain what
that asterisk means. Do you have any additional
information?

ATTORNEY BARGE-MILES: No, we don't. It's my
understanding we don't have the information.
Mr. Bakker says we don't have that information.

TRUSTEE PERSAUD: Mr. Chairman, this is Persaud.

TRUSTEE SHANNON: I'm sorry, Trustee Persaud, I just wanted a follow-up to that question I just asked.

TRUSTEE PERSAUD: Sure.

TRUSTEE SHANNON: So we don't have that information, so that means we can assume that the total compensation package for the President of Florida State is 535,270.

CHAIRMAN BADGER: -- the question --

MR. BAKKER: Yeah, we kind of --

TRUSTEE SHANNON: No question. I'm just going to make a statement and say, in the absence of that information, I can't assume that what's being proposed for Doctor Mangum is less than Florida State until I get that information.

TRUSTEE PERSAUD: Mr. Chair.

TRUSTEE GILZEAN: Is it safe to say the same thing for FAU as well?

TRUSTEE SHANNON: Yes, sir.

CHAIRMAN BADGER: We have three people talking at the same time.

TRUSTEE PERSAUD: Mr. Chairman, I can put some
clarification to that issue raised by Trustee Shannon.

CHAIRMAN BADGER: Shannon.

TRUSTEE PERSAUD: Trustee Shannon.

TRUSTEE SHANNON: Yes.

TRUSTEE PERSAUD: Trustee Shannon, you're right, you're quite correct. If you notice the comparison that we have here has a lot of missing information.

Tampa Bay Times, Thursday, December the 5th, 2013, USF President Genshaft gets 166,250 performance bonus. And as they continue to analyze her total package, it far exceeds what she will get. Judy Genshaft, starts out a 685,409. So the same thing with Eric Barren, he has a hundred thousand for each million raised, and then he has 15% deferred compensation. These are hidden things.

And I have looked at this over and over, and I have looked for the hidden parts of Doctor Mangum's contract. And there is nothing hidden in her contract like it is in the other contracts at the other universities. And, no, she will not get more than the University of Florida or than University of South Florida or Eric Barren as the current
So the 15% just places her -- as a matter of fact, by my analysis in all counts, it will place her where James Ammons is on the ranking scale when you take everything into consideration.

TRUSTEE McWILLIAMS: Mr. Chairman.

CHAIRMAN BADGER: Who is that? Trustee?

TRUSTEE McWILLIAMS: McWilliams.

CHAIRMAN BADGER: McWilliams, yes, sir, you're recognized.

TRUSTEE McWILLIAMS: I think that in the only -- that the SUS scale was about the only scale that the Board was advised to look at, the other was the HBCU scale.

And you look at that scale and, for example, you look at comparables in terms of resources available, and you make a comparison between, for example, Jackson State, where the -- comparable institution of ours, the base salary is 325,000; Alabama State, the same thing, 325.

You've got to look at your resources, and this keeping up with the Joneses -- we don't have 50,000 students, we don't have 40,000 students, and we don't have the donor base that some of these universities have. We don't have a medical school
(unintelligible) high salary alumni and this kind of thing.

So that -- I think that an example is if you go into a neighborhood and you look at houses, the spectrum of houses there, an upscale neighborhood and you see that there are different prices and you want to move in there, the bottom line is what you have as resources when you sit down with your banker and your financial advisors, not what all these other people have and what they're doing because you don't, you can't -- I have seen no figures from the Board or the Foundation as to how -- whether it can float all these (inaudible) and all these monies that we are requesting from the Foundation.

I have heard nothing that suggests what impact it's going to have on other things. If you give the President, this President another hundred thousand dollars in base salary, where does that money come from and what does it impact? And we know that that information is available.

So that there should be some discussion about some of these things before you keep adding dollars, particularly some of the people who want to just give, give, give. I don't see their name
on the donor list. So, you know, I'm not that impressed with all of these people are going to give all this money, I don't see where they're giving any money to the University to support any of these things that they are suggesting.

CHAIRMAN BADGER: Okay. Thank you.

TRUSTEE PERSAUD: Mr. Chairman.

CHAIRMAN BADGER: Next.

TRUSTEE PERSAUD: This is Persaud.

CHAIRMAN BADGER: Doctor Persaud, now I want to kind of keep it close to the question that's on the table, the 10 or 15.

TRUSTEE PERSAUD: Yes, and I --

TRUSTEE MONTGOMERY: Point of order. Point of order, Mr. Chairman. The rules allow for each individual member to speak before one member is able to speak twice. So if there are others that wish to speak --

CHAIRMAN BADGER: Absolutely. Who is ahead of -- Trustee Persaud, you --

TRUSTEE PERSAUD: If Trustee Montgomery is suggesting that I already spoke, I will defer to my other colleagues.

CHAIRMAN BADGER: Okay.

TRUSTEE PERSAUD: But I would like to speak,
you know, if nobody else.

CHAIRMAN BADGER: Given the names of the persons who want to speak who have not spoken, Trustee Persaud we'll assume has met the cue line and he's on at the bottom now, if you will. Are there other persons interested in speaking on this issue?

TRUSTEE MOORE: Chairman Badger, this is Trustee Moore.

CHAIRMAN BADGER: Trustee -- thank you, Trustee.

TRUSTEE MOORE: I would echo some of the same concerns that have been pointed out by McWilliams. And I think most of you are aware that I requested this comparison data and also asked for the rationale early on as to how we arrived at this figure.

I don't think that it's to be construed that we are being combative or not wishing to have Doctor Mangum come. The concern is that how are we going to be able to sustain this effort if we start at such a large number? The questions that I've posed relative to resources, enrollment, responsibilities, wanting to know what the correlation is how we arrived at the salary.
As a newbie to the Board of Trustees, I think that it is relevant. I think this will help us in looking at how we go forward. Prior to a lot of conversation as to the contract in the past and whether it was right or incorrect or whatever the case may be, the challenge that we face right now is making sure that we are all comfortable as a Board with how we arrive at the very end.

And, again, Trustee McWilliams already pointed out that how do we look there, and are we looking at SUS or are we looking at HBCUs? If someone could share that information with me, that would be helpful as it shapes my thoughts in conversation going forward.

CHAIRMAN BADGER: Okay. Can we (phone interference) portion of our conversation on compensation to the question that's on the floor, the 9 and 10% -- I'm sorry, the 10 and 15% is the question.

Originally, the annuity was proposed at 15% on the original document, and the recommendation is to change it to 10%.

TRUSTEE PERSAUD: Mr. Chairman, I --

CHAIRMAN BADGER: Is there anyone else that needs to speak before Trustee Persaud?
TRUSTEE TURNBULL: Yes.

TRUSTEE GILZEAN: Mr. Chair, I think just a question.

CHAIRMAN BADGER: Okay. Now I'm hearing Trustee Turnbull.

TRUSTEE TURNBULL: Yes. I believe what Trustee Moore is asking is how we came about this. And since you were at the negotiating table along with the attorney, perhaps that -- the thinking that went into the figure that you came up with would be helpful for us to know, understand.

CHAIRMAN BADGER: Okay. Trustee Persaud, and then I'll make an attempt to respond to that.

TRUSTEE PERSAUD: Mr. Chairman, all I was going to say is when you take -- when you look at the total package, from the total package, that the difference between what we offered Doctor Ammons and what we are going to offer Doctor Mangum as the new president in the year 2014 is only $22,000. That's one.

My second comment, while I sympathize with Trustee McWilliams and Trustee Moore's comparison, these are -- equivalencies are not there for such a comparison. And any kind of statistical analysis would be absurd because I can -- there is a host, a
host of factors that have to be taken once you go across the state comparison.

And just let me put it out this way, for example, our funding level is the same as all from the state, within the state institution system. We are compensated. We are -- all of the institutions are funded along the same lines.

Now next year -- or this year, FSU and UF, they're exempt from that funding formula. And so we cannot compare across state information or black institutions. And I just want to point that out before we belabor that point over and over. There are no equivalencies; there are no consistencies of data, and you cannot compare.

TRUSTEE WARREN: Mr. Chair, this is Trustee Warren.

CHAIRMAN BADGER: Trustee Warren.

TRUSTEE WARREN: Call the question on the motion.

CHAIRMAN BADGER: Okay. Let me respond to Trustee Turnbull before you call the question, would you please?

TRUSTEE WARREN: Please.

CHAIRMAN BADGER: Okay. Trustee Turnbull asked the question how did I arrive at the 15%; am
I correct?

   TRUSTEE TURNBULL: No, the overall salary and looking at it as a total package, I believe that's what we were discussing, or do you want to limit it to --

   CHAIRMAN BADGER: No, I thought we were talking about how did I arrive at -- and the reality of my response was going to be that it was encompassed in the speaker just before me, Trustee Persaud. It's a part of the total package that still got us to a point of where we were not beyond where we were attempting to go with the full package.

   In essence, the 15% was agreed to by me. It was proposed by Doctor Mangum, and I did not reject it, I agreed to it. And I agreed to it on the grounds that it fit the total of all of her compensation, what I call the last column on the state chart. It kept her within the boundaries, along with the fact that there were quite a few other things in there, amounts I should say, that she had given weight to. For an example, there were things offered in the previous contract that are not considered in hers, for an example, $36,000 housing allowance is not in there, and I think a
couple of others not quite as much.

TRUSTEE McWILLIAMS: You're giving her a house
to live in though, Mr. Chairman.

CHAIRMAN BADGER: Okay. Now --

TRUSTEE McWILLIAMS: $60,000 not in there,
that's an allowance.

CHAIRMAN BADGER: Okay. We need to assign a
value to that, and I don't think we ever did, even
when the house was used before, and I don't think
that that's done statewide with Doctor Hitt and the
other presidents who live in presidential housing
that's on campus.

But at any rate, that's my response,
Trustee Turnbull, to that --

TRUSTEE MONTGOMERY: Mr. Chairman, Montgomery.

TRUSTEE GILZEAN: Mr. Chair.

TRUSTEE MONTGOMERY: Montgomery.

TRUSTEE GILZEAN: And Trustee Gilzean.

CHAIRMAN BADGER: Okay. Montgomery and
Gilzean.

TRUSTEE MONTGOMERY: Two things, Mr. Chair, I
did want to state that at Section 4.0 with the
initial base salary, I did not object to the $425 in
thinking that there would be a possibility of
bringing the higher annuity in line, and so if we
look at a -- and I look at it as more of a sliding scale. If we're going to give a 15% annuity and a hundred thousand dollar base increase from the last salary, again -- and I agree with Trustee Moore, I think that's out of line.

I didn't object to the 425 with the thinking that we would be more in line with a 10% on the annuity, but if, in fact, we move through and we do approve a 15%, because we did not cover that section, I would then ask for consideration that we go back and look at what the 425 is. In keeping with that, if we adjust the 425, it would adjust the amount.

So there was a previous suggestion that we come up with a specific dollar amount and that would mitigate, that would take away some of the ambiguity here in terms of what that number is, we would know what that number is every year. The other thing is where you reference the other system institutions, I'm not seeing a consistency. On one hand, we want to cite the institutions when it serves the purpose; but then when it doesn't, then we exclude them.

And so I -- Trustee McWilliams' point, there is a dollar value for living in the home. There
are no real estate taxes, there are no income
taxes. It's not required that you report it as
income. Quite frankly, anyone who thought through
this with a financial planner would say, live in
the house.

My estimate is somewhere between 30 and
$50,000 as a benefit; and while it may not reflect
on the other system institution presidents, I think
it's important for us to note that that could
potentially put her benefit package over $600,000
if, as Trustee McWilliams stated, you consider the
benefit of living in the President's home.

Another thing, while I'm on this, the
discussion of total compensation is, there are some
other ancillary benefits. I know that we're going
to get to the automobile allowance, but I'd like
the General Counsel to provide a definition of what
is considered to be non-salary compensation.

TRUSTEE WARREN: This is Trustee Warren.

TRUSTEE MONTGOMERY: I have a question for the
General Counsel, a definition of what non-salary
compensation is. Because for purposes of this
discussion, in some cases we're including it.
Trustee Persaud said there were no hidden benefits,
but actually there are -- or hidden something, but
actually there are some things that we're not
discussing.

We're not discussing the $25,000 allowance for
the President at their sole discretion that's in
our food vendor contract. We're not discussing a
paid driver and security that has traditionally
been the case with FAMU. If that's not going to
be, then that would not be included as a benefit.
If it is, then it goes to our discussion of the
automobile allowance.

I'm just asking for clarification of what
non-salary compensation is; and by that definition,
would we need to include that in this conversation
so we can clearly know what that actual number is?
Because with an understanding of what that number
is, it could push this number north of $550,000.

Oh, and then to Trustee Shannon's previous
comment, we cannot -- I was referencing the
document. I'm not saying that Doctor Mangum would
be paid higher than the FSU president. For
clarification's sake, I'm saying that based on the
information we're given, based on the information
that we have in front of us, I would deduce that
she would be paid higher than the folks who are on
this list.
We're only going by the information that we've been provided. This is the information that we were provided. If someone has better or more updated information, I'd be happy to see that.

But I do have a question for Attorney McKnight, and I'd like to have that answered.

ATTORNEY McKNIGHT: Well, actually -- this is Avery McKnight.

In terms of 7.5, and that's what I limit my comments to, which describes other non-compensation by the FAMU Foundation, my understanding -- although that that provision has never been utilized based upon my understanding, the other forms of non-salary compensation that could be provided by the FAMU Foundation could be, for example, clothing; or if there were vacation expenses that the Foundation wanted to pay on behalf of Doctor Mangum, that would kind of fit in that category. I'm not aware of things like having the car allowance, the automobile allowance would be considered as non-salary compensation or the benefits derived from living in the President's house.

TRUSTEE WARREN: Mr. Chairman.
CHAIRMAN BADGER: Trustee Warren.

TRUSTEE WARREN: I think staff owes us a financial evaluation with respect to compensation so that we can be comforted that what we're offering -- what is acceptable to the members and specifically with what's being offered elsewhere at other state institutions, if it's possible to get through the contract discussing the will of members, a decision about the total compensation package; so that if we can reconvene, if you will, after staff has done its homework of providing to us in as detailed a fashion as possible an analysis of compensation, so we can get off of the argument as with their empirical research about what it is we are paying our President -- would be paying our President, as compared to whomever we want to compare it to.

But it seems at this moment that we don't have from staff an accurate, if you will, picture of what our compensation proposal is as it compares to others, to whomever it is we want to compare it to.

I would agree with Doctor Persaud that to take it out of state to make comparisons without consideration of what the other tax ramifications and so on and so on are in other states is probably
inappropriate. But what it is we want to pay our President as compared to other Florida State University System presidents is the issue here, and we need the complete picture on what those compensation packages look like elsewhere.

But minus that, I'm hoping that the balance of the contract, there is consensus around language on it so that if we had to reconvene, we would only be dealing with the compensation issue from an informed basis.

TRUSTEE PERSAUD: Mr. Chairman, I --

CHAIRMAN BADGER: Persaud.

TRUSTEE PERSAUD: I would hate for us to delay beyond today to approve Doctor Mangum's contract. And secondly, when there are little, little benefits that go across all institutions and some that don't compare with the other institutions, when Trustee Montgomery started talking about what you get from food and all these kinds of things, that doesn't go into the pocket of the President.

We have activities on campus -- one has to understand University governance and why presidents are given some of these allowances like food.

Now in terms of home, we can go and quibble about it and say she would live in and she would
live out. And I will argue that when you live out, that money goes into my pocket because it pays for my home. It pays for my monthly lawn and my home, so when I sell my home, it comes to me.

So let's not quibble about this. The total package, let's look at the total package. And if you reduce and if some of the Trustees -- I don't know if this will help make it clear. If we reduce it by 5%, this means that we will reduce her benefits by $21,000, which will then put her under to where Doctor Ammons was in the year 2007.

What it is that we are doing here? Are we nickel and diming? Take the total package and let's go ahead and approve it. 15% is not that different from what Doctor Ammons received and it is not that exorbitant an amount, and the equivalencies of the contract are there. I don't think anybody will come to Florida A & M University for a 2007 salary in the year 2014, and this is what we are trying to do.

TRUSTEE SIDERS: Mr. Chairman.

CHAIRMAN BADGER: Okay. Thank you.

TRUSTEE SIDERS: Mr. Chairman, this is Trustee Siders.

CHAIRMAN BADGER: Trustee Siders.
TRUSTEE SIDERS: Yes, I also want to note that I do echo the sentiments of Doctor Persaud in terms of the salary and the entire package. Also, taking into consideration that this was an issue that came up last week and we had an entire week -- correct me if I'm wrong, it was up to 48 to 72 hours to look up any kind of information submitted, any necessary information that we wanted to address in efforts of making a decision today.

Along with Doctor Persaud, I do not think that we need to continue to belabor any of these points, the same issues we were facing last week are the ones we're facing today.

Mr. Chairman, what I would suggest at the proposed -- because it looks that we're beginning to talk in circles about this issue repeatedly. What I would suggest is that you either give us an option to either go with the 15% or 10% and give us an opportunity to vote it up or down and then allow Attorney McKnight and staff to continue to address the point as we move further in the contract.

So, Mr. Chairman, I would like if you would give us the opportunity to either vote on the 10 or 15% and let's move forward. Is that a fair --

CHAIRMAN BADGER: Is that a motion?
ATTORNEY BARGE-MILES: You already have a motion on the floor.

CHAIRMAN BADGER: The motion we have on the floor now with a second, now --

ATTORNEY BARGE-MILES: The motion that you have on the floor now is the approval of 15%. It was by Trustee Persaud; it was seconded by Trustee Siders.

CHAIRMAN BADGER: Okay. And I'm prepared to call the question, to entertain a question on the motion.

TRUSTEE McWILLIAMS: Mr. Chairman, yeah, I just had one comment. For people who say that we should not look at HBCUs in addition to looking at SUS institutions, we've traditionally done this. And the reason why we've done it is because HBCUs in some manner reflect the same kind of donor base that we have, the same size student bodies that we have, and there are a lot of other issues that are more reflective of where we are with HBCUs. That's where we are with some of the other institutions in SUS. We look at both. I didn't say I don't look at the SUS, but certainly (inaudible) would not be realistic in terms of what we can afford.

CHAIRMAN BADGER: Okay. Thank you,
Trustee McWilliams.

Okay. I'm going to --

TRUSTEE WARREN: Call the question again.

CHAIRMAN BADGER: Okay. The question has been called. Okay, those in favor of the motion that's on the floor --

TRUSTEE LAWSON: Excuse me, Mr. Chair, I just want to identify, this is Lawson, and I just joined so I'd like to vote on the motion if that's appropriate as well.

CHAIRMAN BADGER: That's fine.

TRUSTEE LAWSON: Okay.

CHAIRMAN BADGER: Okay. Those in favor of the motion --

TRUSTEE GILZEAN: Could you explain the motion, please?

CHAIRMAN BADGER: The motion on the floor, will you read it again, Ms. Barge-Miles? The motion that's on the floor is?

ATTORNEY BARGE-MILES: It's 6.1, an annuity in the amount of 15% of Doctor Mangum's annual base salary.

CHAIRMAN BADGER: Okay. That motion has been seconded. All those in favor of that motion, let it be known by the sign aye.
(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposed, the same sign.

(NO RESPONSE).

CHAIRMAN BADGER: Hearing none, the motion passes.

6.2.

ATTORNEY McKNIGHT: 6.2, there were -- we'll go with the first change. It's noted --

TRUSTEE MONTGOMERY: I'm sorry, Mr. Chairman, my phone was mute. I asked that we divide the house.

CHAIRMAN BADGER: All right. Roll call.

TRUSTEE McWILLIAMS: What are we voting on, Mr. Chair?

CHAIRMAN BADGER: That motion just passed. You were --

TRUSTEE MONTGOMERY: I had my phone -- I'm just asking. You don't have to recognize me. My phone was on mute. I asked for a roll call on this. I've also asked for a full transcript. The two people who have motioned it and seconded it will not be on the Board in the future when this comes up again. So I did ask for a roll call vote, however you want to proceed, but I asked that we divide the house and that there be a roll call
vote.

CHAIRMAN BADGER: But the motion has passed.

TRUSTEE MONTGOMERY: I voted no, and it was not recognized.

CHAIRMAN BADGER: Okay.

TRUSTEE McWILLIAMS: I voted no.

TRUSTEE LAWSON: I voted no as well.

CHAIRMAN BADGER: Okay. We've got three no votes. I called for those opposed and no one voted. I didn't hear you, I'm sorry. If you were on line, I did not hear you, okay?

TRUSTEE MONTGOMERY: I voted no.

CHAIRMAN BADGER: Let the record show that there were three --

ATTORNEY BARGE-MILES: Doctor Badger, could we do a roll call so that we can appropriately record the votes of the Trustees?

CHAIRMAN BADGER: Roll call.

TRUSTEE McWILLIAMS: Is this the 15%?

CHAIRMAN BADGER: Go ahead. Yes.

ATTORNEY BARGE-MILES: Yes.

CHAIRMAN BADGER: Roll call, please.

ATTORNEY BARGE-MILES: An annuity in the amount of 15% of Doctor Mangum's annual base salary.
Trustee Alston.
(NO RESPONSE).

ATTORNEY BARGE-MILES: Trustee Badger.

CHAIRMAN BADGER: Yes.

ATTORNEY BARGE-MILES: Trustee Gilzean.

TRUSTEE GILZEAN: Yes.

ATTORNEY BARGE-MILES: Trustee Lawson.

TRUSTEE LAWSON: No.

ATTORNEY BARGE-MILES: Trustee McWilliams.

TRUSTEE McWILLIAMS: No.

ATTORNEY BARGE-MILES: Trustee Montgomery.

TRUSTEE MONTGOMERY: No.

ATTORNEY BARGE-MILES: Trustee Moore.

TRUSTEE MOORE: No.

ATTORNEY BARGE-MILES: Trustee Persaud.

TRUSTEE PERSAUD: Yes.

ATTORNEY BARG-MILES: Trustee Shannon.

TRUSTEE SHANNON: Yes.

ATTORNEY BARGE-MILES: Trustee Siders.

TRUSTEE SIDERS: Yes.

ATTORNEY BARGE-MILES: Trustee Turnbull.

TRUSTEE TURNBULL: Yes.

ATTORNEY BARGE-MILES: Trustee Warren.

TRUSTEE WARREN: Yes.

ATTORNEY BARGE-MILES: Trustee White.
TRUSTEE WHITE: Yes.

ATTORNEY McKNIGHT: All right. To 6.2, Housing.

ATTORNEY BARGE-MILES: The vote is eight yeses.

CHAIRMAN BADGER: The vote is?

ATTORNEY BARGE-MILES: Eight yeses, four nos.

CHAIRMAN BADGER: It's 8 to 4.

TRUSTEE MONTGOMERY: Mr. Chairman, I have a motion.

TRUSTEE GILZEAN: Total count, please.

ATTORNEY BARGE-MILES: The count was eight yeses, four nos.

CHAIRMAN BADGER: Okay. The motion passes.

TRUSTEE MONTGOMERY: I have a motion.

CHAIRMAN BADGER: 6.2.

ATTORNEY McKNIGHT: Okay.

TRUSTEE MONTGOMERY: Mr. Chairman, I have a motion.

TRUSTEE GILZEAN: Mr. Chair, there's a motion on the floor.

CHAIRMAN BADGER: Okay. I don't hear the motion.

TRUSTEE MONTGOMERY: This is Montgomery. I'm asking permission to make a motion.
CHAIRMAN BADGER: Okay. Make the motion.

TRUSTEE MONTGOMERY: I move that Section 4.0 under compensation, the first sentence be amended as follows --

CHAIRMAN BADGER: Wait a minute, which one?

TRUSTEE MONTGOMERY: Section 4.0, 4.0.

CHAIRMAN BADGER: Okay.

TRUSTEE MONTGOMERY: I move that the first sentence be amended as follows: As compensation for the services to be performed under this agreement, Doctor Mangum shall be paid an initial base salary of $385,000.

TRUSTEE GILZEAN: Second.

CHAIRMAN BADGER: Okay. It's been motioned and seconded. Those in favor of the motion.

TRUSTEE MONTGOMERY: Discussion.

CHAIRMAN BADGER: Is there discussion on the motion?

TRUSTEE PERSAUD: Mr. Chairman, I don't know what the purpose of that is. I thought we went through that. We passed and we voted that section.

TRUSTEE MONTGOMERY: We did not.

CHAIRMAN BADGER: Let's go through the motion.

TRUSTEE LAWSON: Discussion, Mr. Chair, when I'm recognized.
CHAIRMAN BADGER: Okay. In the cue is Trustee Lawson, and that's it.

Trustee Lawson, you're called on.

TRUSTEE LAWSON: Thanks. Mr. Chair.

You know, I've read through all of the red lines and everything, and everybody has spent a lot of time and good work by all the people that did this. I continue to struggle with this base salary. I think that a reduction of the total number is in order.

We have yet to have verification or rationale for the number tied to either prior experience, market conditions, scope of work, (unintelligible) on previous administrations. So at this point I don't see a rationale for going to the 425. I would vote for something less, reasonable, because we want the person on campus quickly and happy and productive; but at the same time, I don't see a precedent for moving to a number that I perceive to be out of line.

And I know we can play the looking at the other SUSs, but when we look at them, let's look at them in totality: Look at their donor base, look at their financial footprint, et cetera. So if we want to look at them, we have to look at them in
totality. So I strongly support a number less than 425.

CHAIRMAN BADGER: Okay.

TRUSTEE GILZEAN: Mr. Chair.

CHAIRMAN BADGER: Motion and second on --

TRUSTEE GILZEAN: Mr. Chair.

CHAIRMAN BADGER: Who am I recognizing?

TRUSTEE GILZEAN: This is Trustee Gilzean.

CHAIRMAN BADGER: Trustee Gilzean.

TRUSTEE GILZEAN: Mr. Chair, you were in the negotiation process. How did you come up with the 425 number?

CHAIRMAN BADGER: I was given a ceiling and a basement. I came up with 387 -- the first offer was 387,000 plus, plus, plus, whatever it was that I received; and that's with the Foundation and -- I'm sorry, we have on-line, I believe, both the vice president of -- the vice president of the Foundation, and we were in agreement that the 387,800 something dollars, whatever it was, was the initial offer. And we received back 450, we received a verbal 450 negotiated back to 425, and that's where we ended up, at 425.

When and if you choose to remove some of the figures out when you are trying to come to a final
salary to include the ones that I said that were offered in the previous contract that are not in the current contract, I think the difference in the contract that we issued in 2007 and this one today comes to a total of 41,000 something dollars I had, like 41,000 plus dollars. And that is a difference from 2007 to seven years later, and I think it's unreasonable at this juncture to be 40,000 plus dollars in advance of where we were in 2007 in order to complete the contract.

So that's where the $425,000 came from, from me. Now the 425 as offered by Doctor Mangum took into account most of the same things that I'm talking about, but by maneuvering from each of the categories the things that she would and would not take advantage of from the other contract. And the 425 was an agreeable commitment between Doctor Mangum and between me to bring back an offer to the Board. That's how I arrived at that.

Now we have a motion.

TRUSTEE MONTGOMERY: I made the motion. I made it for discussion. This is Montgomery.

CHAIRMAN BADGER: I said and I'm entertaining discussion on that motion.

TRUSTEE MONTGOMERY: Montgomery.
TRUSTEE SHANNON: Yes, and I --

CHAIRMAN BADGER: Montgomery followed by --

TRUSTEE SHANNON: Shannon.

CHAIRMAN BADGER: -- Shannon.

TRUSTEE McWILLIAMS: By the way --

TRUSTEE MONTGOMERY: My last comment on this

is that my -- to explain my motion is to bring this
more in line -- and we're not comparing apples and
oranges here, but to bring this more in line with
compensation that has been presented before to
proven administrators who had years of presidential
experience.

We're trying not to break the bank here, but I
think that it needs to be stated that there are two
scenarios here: One is that Doctor Mangum stays
with us for a long tenure, which I would hope and
expect and think it would be great for FAMU to have
a president for 15 or 20 years, no one -- I'm not
sure we've noted that -- at one point we were
carrying three presidents for an approximate cost
of almost a million dollars a year for three former
presidents on the payroll. I know one is retired,
but we need to keep that in mind as we move
forward.

If we -- once this contract is signed and
approved, we're on the hook for a minimum over a three-year period of $1.65 million. In the event that she's not renewed, we have to pay another half a million dollars, 550,000; so we would be on the hook for $2.2 million if for some reason Doctor Mangum doesn't work out. We will have paid her $2 million if you include the sabbatical; and if she chose to stay another year at 90% of her salary, we'd be on the hook for $2.6 million; and this is for someone who might not work out.

If she doesn't work out, at a minimum we have to pay her $2.6 million; and then if she decides to stick around on campus -- I'm not assuming failure, but I'm saying it is a possibility. Then if she decides to stay on campus for another five years, we would be into her for another two and a half million dollars. So we could conceivably end up spending five and a half to six million dollars on a person who only served as president for less than three years because, if we didn't renew her, we might remove her from that position.

So you come to FAMU, serve for two and a half years and over a period of ten years receive almost $6 million from Florida A & M. I'm only asking for a reasonable reduction in what is being offered as
an annual base salary. I'm only asking for a
reasonable reduction so we would have some wiggle
room to reward her over a period of time and to
increase the salary.

I'll be the first to say, let's increase her
salary or give her a bonus if she meets or exceeds
what we ask her to do. But this sounds like a very
generous package, and I urge you to vote at least
for the motion that's on the floor at 385 because
it's a reasonable reduction that makes sense along
the lines of what we have in front of us.

Thank you, Mr. Chairman.

CHAIRMAN BADGER: Trustee Shannon.

TRUSTEE SHANNON: I just have one question for
Chairman Badger.

At the time that you were working to get this
salary and total compensation package together, did
you consult or get any information from our search
firm as to the competitiveness of the salary under
the circumstances that we're talking about:
Presidency of an HBCU, you know, and everything
else? Did you -- it's just a yes or no -- did you
get assistance from the search firm?

CHAIRMAN BADGER: My honest answer has to be
no, and I mean because I didn't seek it.
TRUSTEE SHANNON: Yeah, the only reason I was asking is because I do hear Trustees asking for, you know, some information or needing information, you know, to know what the market will bear and that sort of thing because I think that that is a consideration, so that's why I ask that question.

CHAIRMAN BADGER: Trustee White may have access to that information. I did not get it because I didn't solicit it.

TRUSTEE McWILLIAMS: Mr. Chairman.

TRUSTEE TURNBULL: Mr. Chairman.

Mr. Chairman.

CHAIRMAN BADGER: I called on Trustee White. Is he available?

TRUSTEE WHITE: Yes, I am.

What I can say about the information around the salary information was that each of the candidates, each of the people that we spoke with were given parameters around the SUS system and all of the SUS data. So there were actually preliminary conversations around what the range of compensation would be, and that was provided to the candidates as well.

CHAIRMAN BADGER: Okay. We're back to Trustee Shannon.
TRUSTEE SHANNON: Yeah, I don't have any further questions.

TRUSTEE McWILLIAMS: I have one comment.

CHAIRMAN BADGER: Okay. Trustee McWilliams has a comment.

TRUSTEE McWILLIAMS: Yes, yes, I just -- I don't know how we feel that we can carry out an effective negotiation utilizing University personnel. That's the thing. I mean the selectee, whether it was Ammons or whether it's Doctor Mangum, they get professional legal assistance in negotiating their contract and we are relying on the vice president of this or the legal counsel from the University. These are people who are employed by the University who would be under her employ if she comes or when she comes, and it's unfair to ask them to take any kind of stand against the generosity of a contract.

I mean this is a lot of money. As Trustee Montgomery has mentioned, I think that it should -- the Board should have the same level of expertise legally and negotiate the contract as the person who is coming in as president, and so that's the problem I have. I think that's why these figures are way up there and the Board is saying,
why are we doing this, why are we doing this, because we didn't really have any negotiation there. It was a one-sided negotiation.

TRUSTEE GILZEAN: Mr. Chair, I would like the record to reflect in the transcript that I made the motion during the operating ad hoc committee for us to go forward and retain outside counsel, and that was voted down. So I just want to make sure that future boards, they saw that I actually recommended that, and it was actually voted down by the Board.

TRUSTEE TURNBULL: Mr. Chairman.

CHAIRMAN BADGER: Trustee Turnbull.

TRUSTEE TURNBULL: Yes. We are assuming that she's going to say yes. If she says no, we're not going to be on the hook for anything. We are -- the motion would suggest we go back to your initial offer which she rejected, so I think we can assume she's not going to accept 385.

If it's our intention to put this whole process in a position for her to say no, I think we need to say so now. I think we can all agree, or at least I can, that university presidents in the Florida system are probably as a whole paid more than we should. But the point is, Florida A & M University is unique in the system. We offer to
the citizens of this state something that no other university does. We have serious problems going forward. We need the best person we can get to solve those problems.

If she raises money for Florida A & M, as she has shown she has done at Cornell, we would be in a much better position than we are now. The money that goes to her salary does not come from donors. It comes from unrestricted earnings by the Foundation, which isn't to say that couldn't be used by something else, it could.

But let's do keep in mind that we were represented by one of our own at the negotiating table. It was not staff that was doing the negotiating. It was our Chairman in whom we should have great faith and trust, I certainly do.

So I think to now sit at this table and be renegotiating this contract is a very shaky place for us to be. If we do not come to a decision on this presidency, Florida A & M University will have difficulty recovering, if ever, from this situation. It will never be able to hire a president. There is no one out there who would be willing to take a look at us, and I think we need to just have great faith and understanding that we
go forward and make sure we have the best contract we have; but please, let's not dwell on some of these things and face the prospect that we will be without a president in the near future.

CHAIRMAN BADGER: Thank you.

Okay. The motion on the floor, can you read back the motion, Ms. Barge-Miles?

ATTORNEY BARGE-MILES: As compensation for the services to be performed under this agreement, Doctor Mangum shall be paid an initial annual base salary of $385,000.

TRUSTEE MONTGOMERY: Mr. Chairman.

CHAIRMAN BADGER: Okay. Now we're going to -- now we -- I'm prepared to take a vote on this motion now.

TRUSTEE MONTGOMERY: I made the motion; I close with a comment.

CHAIRMAN BADGER: Okay.

TRUSTEE MONTGOMERY: A Trustee made the comment as if FAMU is going to close and the world is going to end. I beg to differ. If we can't find someone to come be our president, pay them half a million dollars a year, give them a driver with security, a University vehicle, a $25,000 a year housing allowance, a presidential mansion
that's on campus with the maintenance included, with the real estate taxes included, no personal income taxes, a 15% annuity, I beg to differ that we can't find someone to take a $385,000 salary and all of the accompaniments that come with being -- I have more pride in my alma mater to say that if someone won't take this, then FAMU is going to close and we'll never be able to find someone to come be our president. So I wanted to state that for the record before you made the -- before you called the question.

CHAIRMAN BADGER: Okay. Now call the question.

Your point is taken and for the record. The motion on the floor is a salary of $385,000. Those in favor of the motion, let it be known by the sign aye.

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Okay. Now that's Lawson.

TRUSTEE LAWSON: Yeah, coming off of mute, sorry.

TRUSTEE MONTGOMERY: Roll call, please.

TRUSTEE SHANNON: Roll call.

ATTORNEY BARGE-MILES: Trustee Alston.

(NO RESPONSE).
ATTORNEY BARGE-MILES: Trustee Badger.
CHAIRMAN BADGER: No.
ATTORNEY BARGE-MILES: Trustee Gilzean.
(NO RESPONSE).
ATTORNEY BARGE-MILES: Trustee Gilzean.
(NO RESPONSE).
ATTORNEY BARGE-MILES: Trustee Lawson.
TRUSTEE LAWSON: Yes.
ATTORNEY BARGE-MILES: Trustee McWilliams.
TRUSTEE McWILLIAMS: Yes.
ATTORNEY BARGE-MILES: Trustee Montgomery.
TRUSTEE MONTGOMERY: Yes.
ATTORNEY BARGE-MILES: Trustee Moore.
(NO RESPONSE).
ATTORNEY BARGE-MILES: Trustee Moore.
TRUSTEE MOORE: Yes.
CHAIRMAN BADGER: That's Trustee Moore. Okay.
ATTORNEY BARGE-MILES: Trustee Persaud.
TRUSTEE PERSAUD: No.
ATTORNEY BARGE-MILES: Trustee Shannon.
TRUSTEE SHANNON: No.
ATTORNEY BARGE-MILES: Trustee Siders.
TRUSTEE SIDERS: Highly against.
CHAIRMAN BADGER: What was Trustee Siders' vote, yes?
TRUSTEE SIDERS: I said highly against, otherwise no.

CHAIRMAN BADGER: Okay.

ATTORNEY BARGE-MILES: Trustee Turnbull.

TRUSTEE TURNBULL: No.

ATTORNEY BARGE-MILES: Trustee Warren.

TRUSTEE WARREN: No.

ATTORNEY BARGE-MILES: Trustee White.

TRUSTEE WHITE: No.

ATTORNEY BARGE-MILES: The vote is seven yeses -- I'm sorry, four yeses, seven nos.

CHAIRMAN BADGER: Okay.

TRUSTEE GILZEAN: Hello, hello.

CHAIRMAN BADGER: Okay.

TRUSTEE GILZEAN: What did we just vote on? My phone was like disconnected. I had to call back in.

CHAIRMAN BADGER: We just voted on --

TRUSTEE GILZEAN: Are we still on the compensation issue?

CHAIRMAN BADGER: Compensation issue, yes, and the motion was for $385,000 in lieu of the 425.

TRUSTEE SIDERS: Can you give me the vote count again? I'm sorry about that.

CHAIRMAN BADGER: Now you need the vote count
before you vote?

   TRUSTEE GILZEAN: That wasn't me. I didn't say that.

   TRUSTEE SIDERS: I'm sorry. No, no, this is Trustee Siders, just for clarification.

   TRUSTEE GILZEAN: Like I said, my line disconnected. I wanted to vote yes because I was the one who seconded the motion.

   CHAIRMAN BADGER: Okay. You seconded the motion for 385?

   TRUSTEE GILZEAN: Correct.

   CHAIRMAN BADGER: Okay. So that changes the numbers.

   ATTORNEY BARGE-MILES: Five yeses, seven nos.

   CHAIRMAN BADGER: Okay. So the motion still failed.

   Attorney McKnight.

   ATTORNEY McKNIGHT: Okay. 6.2, the sentence would read as edited: Doctor Mangum shall obtain prior approval from the Board for any capital improvements or repairs to the home or its grounds which have a project cost over $10,000.

   The following sentence --

   TRUSTEE WARREN: Are you reading the change?

   ATTORNEY McKNIGHT: Yes, I was, but that was
it. I was concluded, yes.

TRUSTEE WARREN: I move approval.

TRUSTEE SHANNON: Second.

CHAIRMAN BADGER: Motion and second. Now what

is the change, please?

ATTORNEY McKNIGHT: It deleted the phrase:
The chair of. So instead of: The Chair of the
Board, it would be: The Board would approve any
improvements with a project cost over 10,000.

CHAIRMAN BADGER: Okay. That's been motioned
and seconded. Those in favor of the motion, let it
be known by the sign of aye.

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposed, the same sign.

(NO RESPONSE).

ATTORNEY McKNIGHT: The next sentence: The
Board's designee and Doctor Mangum shall meet prior
to her employment to review and assess
refurbishments needed for the home which the
University shall arrange for completion before
Doctor Mangum's occupancy of the residence.

CHAIRMAN BADGER: Okay. Is there a motion?

TRUSTEE TURNBULL: So moved.

TRUSTEE WHITE: Second.

CHAIRMAN BADGER: Motioned and seconded. Any
discussion?
(NO RESPONSE).

CHAIRMAN BADGER: Those in favor, let it be known by the sign of aye.
(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposed, the same sign.
(NO RESPONSE).

CHAIRMAN BADGER: Motion passes.

ATTORNEY McKNIGHT: Next sentence, second full paragraph at the bottom of Page 3 of 11: For the convenience of the University, the President's residence shall be reasonably available and shall be used for University-related business and entertainment on a regular and continuing basis.

CHAIRMAN BADGER: Is there a motion?

TRUSTEE WARREN: So moved.

CHAIRMAN BADGER: Is there a second?

TRUSTEE TURNBULL: Second.

CHAIRMAN BADGER: Motioned and seconded.

Those in favor, let it be known by the sign of aye.
(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposed, same sign.
(NO RESPONSE).

CHAIRMAN BADGER: Motion passes.

ATTORNEY McKNIGHT: Next sentence: The
University and Doctor Mangum shall coordinate on the hosting of -- and there was an assertion of the word "said" events at the President's residence.

CHAIRMAN BADGER: Okay. Is there a motion?

TRUSTEE MOORE: Move approval.

TRUSTEE McWILLIAMS: Second.

CHAIRMAN BADGER: Those in favor, let it be known by the sign of aye.

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposed, same sign.

(NO RESPONSE).

CHAIRMAN BADGER: Motion passes.

ATTORNEY McKNIGHT: We're on Page 4 of 11 and beginning -- it's the next full paragraph, second sentence. It will read: In the event of termination of Doctor Mangum's employment due to her death or disability, any members of her family who live in the President's residence immediately prior thereto may continue to live in the residence for up to 90 days following such termination.

TRUSTEE MONTGOMERY: So move.

TRUSTEE WHITE: Second.

ATTORNEY BARGE-MILES: I'm sorry, who moved?

CHAIRMAN BADGER: There's a motion. I think was it Montgomery?
TRUSTEE MONTGOMERY: Yes.
CHAIRMAN BADGER: Okay. Montgomery made the motion. Who seconded?
TRUSTEE WHITE: White.
CHAIRMAN BADGER: And White seconded.
And those in favor, let it be known by the sign aye.
(AFFIRMATIVE INDICATIONS).
CHAIRMAN BADGER: Opposed, the same sign.
(NO RESPONSE).
CHAIRMAN BADGER: Hearing none, the motion passes.
ATTORNEY McKNIGHT: The next paragraph --
CHAIRMAN BADGER: What's the number of your paragraph?
ATTORNEY McKNIGHT: It's under -- we're under 6.2.
CHAIRMAN BADGER: You're still under 6.2, okay, that's where I thought you were.
ATTORNEY McKNIGHT: The sentence reads: Such a housing allowance shall be prorated based upon the actual number of days that Doctor Mangum is unable to occupy the President's residence. I can't recall who provided that edit.
ATTORNEY BARGE-MILES: I think it's
Montgomery.

TRUSTEE GILZEAN: I think it was
Trustee Montgomery.

TRUSTEE MOORE: Trustee Montgomery as well as
Trustee Moore.

CHAIRMAN BADGER: Okay. Now is there a
motion?

TRUSTEE GILZEAN: Move approval to accept.

TRUSTEE MOORE: Yes.

CHAIRMAN BADGER: And a second?

TRUSTEE GILZEAN: Second.

CHAIRMAN BADGER: Is there discussion?

TRUSTEE WARREN: Yes.

CHAIRMAN BADGER: Okay. Trustee Warren.

TRUSTEE WARREN: This language would suggest
that the only alternative then is for Doctor Mangum
to take her family to a hotel. If we had to
arrange alternative living quarters that was for
the rental of a house or rental of an apartment or
some other kind of dwelling, a pro rata lease
arrangement would be almost impossible.

So I just wanted the Board to be aware that
that's what we set up here, that that accommodation
would be kind of an extended hotel arrangement
because there is no other way for a pro rata
arrangement to be paid for.

CHAIRMAN BADGER: Other discussion?
(NO RESPONSE).

CHAIRMAN BADGER: Hearing none, there's a motion and a second on the floor. Those in favor.
(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposed.
(NEGATIVE INDICATIONS).

CHAIRMAN BADGER: Roll call.

ATTORNEY BARGE-MILES: Trustee Alston.
(NO RESPONSE).

ATTORNEY BARGE-MILES: Trustee Badger.

CHAIRMAN BADGER: No.

ATTORNEY BARGE-MILES: Trustee Gilzean.

TRUSTEE GILZEAN: Yes.

ATTORNEY BARGE-MILES: Trustee Lawson.

TRUSTEE LAWSON: Yes.

ATTORNEY BARGE-MILES: Trustee McWilliams.

TRUSTEE McWILLIAMS: Yes.

ATTORNEY BARGE-MILES: Trustee Montgomery.

TRUSTEE MONTGOMERY: Yes.

ATTORNEY BARGE-MILES: Trustee Moore.

TRUSTEE MOORE: Yes.

ATTORNEY BARGE-MILES: Trustee Persaud.

TRUSTEE PERSAUD: No.
ATTORNEY BARGE-MILES: Trustee Shannon.
TRUSTEE SHANNON: No.
ATTORNEY BARGE-MILES: Trustee Siders.
TRUSTEE SIDERS: No.
ATTORNEY BARGE-MILES: Trustee Turnbull.
TRUSTEE TURNBULL: No.
ATTORNEY BARGE-MILES: Trustee Warren.
TRUSTEE WARREN: No.
ATTORNEY BARGE-MILES: Trustee White.
TRUSTEE WHITE: No.
ATTORNEY BARGE-MILES: Five yeses, seven nos.
CHAIRMAN BADGER: Okay. The motion did not pass.

TRUSTEE MONTGOMERY: Mr. Chairman, I have a motion. Montgomery.
CHAIRMAN BADGER: Your motion?
TRUSTEE MONTGOMERY: That we amend that last paragraph, the one that we just referenced to read: If the University fails (unintelligible) to make the President's residence ready for occupancy by Doctor Mangum, she will receive a pro rata housing allowance of $3,000 per month for such period.

TRUSTEE GILZEAN: Second.
CHAIRMAN BADGER: There's a motion and a second. Any discussion?
TRUSTEE WARREN: I'm going to ask
Trustee Montgomery to explain how that's different
from what we just voted on.

TRUSTEE TURNBULL: Yeah, same thing.

TRUSTEE MONTGOMERY: The previous motion
specifically noted that it would be based on the
actual number of days that she was unable to
occupy. The pro rata provision that I'm suggesting
is to prevent a situation where, say, the President
is unable to occupy the home for one day, we're not
obligated to pay her for an entire month.

CHAIRMAN BADGER: Further discussion?

TRUSTEE SHANNON: I would just ask for
clarification then. Trustee Montgomery, where did
you want to insert the word "prorated"?

CHAIRMAN BADGER: Where it says "receive a"
and then the housing.

TRUSTEE SHANNON: So, so --

TRUSTEE MONTGOMERY: That was my original -- I
sent that in as an original edit. Somehow that
wasn't -- this was -- the original -- this previous
amendment was not mine. Mine just simply --

TRUSTEE SHANNON: No, I agree with your trying
to clarify around proration. I just want to make
sure the word -- that I'm understanding where you
want to insert the word.

TRUSTEE MONTGOMERY: After where it says "she shall receive a" and then "pro rata" and then "housing," right there.

TRUSTEE SHANNON: How about 3,000 per month prorated for such period? I mean I just want to make sure prorated is in the right place.

TRUSTEE MONTGOMERY: I think you understand my -- Mr. Chairman, I think you understand my intent. I'm just simply trying to clarify that.

And then also, for members of the Board, these may seem like small steps; but remember, this is a contract we're going to have to live by. So it may seem like it's a small thing, but if you don't clarify it now, the attorneys will clarify it for us later. We just went through that a year and a half ago.

So that's why I'm attempting to clear this up. If someone has a better suggestion, I'm open to it. But I think we should be clear here as to what that means.

TRUSTEE McWILLIAMS: First --

TRUSTEE TURNBULL: Mr. Chairman, I'm just clarifying.

CHAIRMAN BADGER: I hear two people. I think
it's Trustee Turnbull.

TRUSTEE TURNBULL: Yeah, I agree. My question is, if -- let's say she has to -- I mean this may be a moot point anyway because the house may be ready for her. But if she has to take out a lease and she's required to pay for a month of lease and she can't get out of that lease, and due to no fault for herself, the house isn't ready and she moves in the second day and she still has to pay for a month of the lease, is this something the Board could revisit at that time just in a fairness issue?

Or I mean this would not cut off our ability as a Board to assess the particular circumstances, would that be --

TRUSTEE MONTGOMERY: Mr. Chairman, I can answer that. This is Montgomery. If you refer back to Section 6.2, and if the reason for the -- it initially stated before termination of her employment. The change that we just approved was that prior to her occupancy of the residence and that we shall arrange for that completion prior to her -- I don't think anyone on this Board would have a problem with us making arrangements for that, for our President in the event that -- and by
contract we would have to, and if we did not, we
would be responsible for providing for her living
or her accompaniment until then.

And then finally, if at some point -- I mean
we keep hearing about us wanting to -- there's a
two-way trust that's involved. I don't think
anyone on the -- if a rock or a tree fell on the
President's mansion, I don't think there's anyone
on the Board who would have a problem with
approving what was necessary to ensure that the
President was properly accommodated. I'm just
simply looking for clarifying language on what
we're legally obligated for.

TRUSTEE TURNBULL: I'm fine. That's great.

ATTORNEY McKNIGHT: Trustee Montgomery, this
is Avery. Could you repeat just that phrase
beginning with, she will receive?

TRUSTEE MONTGOMERY: She will receive a
pro rata housing allowance.

ATTORNEY McKNIGHT: Okay. Thank you.

CHAIRMAN BADGER: And that's it?

TRUSTEE MONTGOMERY: That's it.

CHAIRMAN BADGER: Okay. Any further
discussion on the motion as amended?

(NO RESPONSE).
CHAIRMAN BADGER: Those in favor, let it be known by the sign of aye.

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposes.

(NO RESPONSE).

CHAIRMAN BADGER: Motion passes with the correction.

ATTORNEY McKNIGHT: 6.4, Club Memberships, there was one clarifying language to ensure that when referring to country club, that meant in the Tallahassee area.

TRUSTEE TURNBULL: Move it.

TRUSTEE MOORE: Second.

CHAIRMAN BADGER: Motioned and seconded. Discussion?

(NO RESPONSE).

CHAIRMAN BADGER: Hearing none those in favor of the motion, let it be known by the sign of aye.

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposed, the same sign.

(NO RESPONSE).

TRUSTEE MONTGOMERY: Mr. Chairman, with regard to 6.3, I did have a question that was not answered. It was brought up -- it's on the transcript from the previous meeting, and the
question was about a $1,000 a month automobile allowance. It was whether -- it was my understanding the University President receives a courtesy vehicle from a local automobile dealership. If that is, in fact, true, we would have that listed somewhere as non-salary compensation. But if a vehicle is being provided, if there's also -- and I don't have any problem, I think the President should use any vehicle on campus that they need.

But if they have a University vehicle at their disposal, if they have a courtesy vehicle provided by the local automobile dealership, if they have a paid driver, slash, security that will cost us up, you know, close to a hundred thousand dollars in salary and benefits, then what is the need for a thousand dollar a month car allowance? I just need clarity on that.

CHAIRMAN BADGER: Attorney McKnight.

ATTORNEY McKNIGHT: Well, what was the question? Are you asking in terms of negotiations, Trustee Montgomery, or what has historically happened?

TRUSTEE MONTGOMERY: I would be prepared to offer a motion eliminating the allowance if,
in fact, the President receives a courtesy vehicle from a local automobile dealership and unlimited use of a University vehicle and a University -- a person at the University that is assigned as not only security but also as a driver.

So if they have the full-time benefit of -- of salary and benefits of a person a hundred thousand -- you know, a hundred thousand dollars is the estimate, so that person is responsible for your transportation, and then you also have a separate vehicle which is separate and distinct from the University vehicle but a separate vehicle that's being provided by a local automobile dealership at no cost to you as well, then what is the need to have an additional $1,000 allowance for an automobile? Keeping in mind that when the President travels, we reimburse for all expenses for travel, cabs, parking, the entire deal. So when the President leaves on behalf of University business, everything is covered.

So if everything is covered on campus, everything is covered when the person leaves campus, what would be the need -- and I just want a clarification if these things exist because then I would be prepared to make a motion that they're not
being (unintelligible).

ATTORNEY McKNIGHT: The only thing that I can probably clarify -- but for historical purposes, I am aware that the former permanent president did have a courtesy vehicle that came from a car dealership. Now will that happen in the future? I'm not sure because I'm not sure how all of that was arranged. And, of course, yes, there is a University vehicle that is provided currently now on campus with our Interim President, but the Interim President does not have a University -- a vehicle that has been given to us by a car dealership.

CHAIRMAN BADGER: If I may, did you preface this with if, Trustee Montgomery?

TRUSTEE MONTGOMERY: Yes, I wanted to know in the nego -- if there's clarification. For example, there are things that Doctor Mangum told us that she was going to do, like move into the home. I fully support that 100%. If there's additional costs to relocating the alumni, that's fine. If there's additional costs to doing that, okay, that's fine, let's get that done.

But with regards to an automobile, I was just curious because we're being, you know, prudent in
our fiduciary responsibilities here. If you give a -- if there's a free vehicle from a local dealership, if there's a University car, if there's a driver and security that costs us upwards of a hundred thousand dollars, why are we then supplementing that with a -- presumably for a third vehicle at a thousand dollars a month. And if there is no third vehicle, then there is no need for the thousand dollar allowance. I'm just curious.

TRUSTEE PERSAUD: Mr. Chairman.

Mr. Chairman.

CHAIRMAN BADGER: Trustee Persaud.

TRUSTEE PERSAUD: If Trustee Montgomery can phrase that as a motion, that if the President is provided a car by a car dealership, and in addition to the state vehicle provided, then we should reconsider this $1,000 a month allowance. That's what I'm trying to get at, because I can hear Trustee Montgomery saying if this is provided, if that is provided, if that is provided. Then, yes, I can see where Trustee Montgomery's logic is putting us, because there wouldn't be any need for an additional fee for additional -- so I'm not quite getting how this can fit into the contract.
TRUSTEE GILZEAN: Mr. Chair.

CHAIRMAN BADGER: Is that Gilzean?

TRUSTEE GILZEAN: Yes, sir.

CHAIRMAN BADGER: Y'all have to excuse me if I take a second to differentiate the names. I'm trying.

TRUSTEE GILZEAN: So just quickly because I did hear a lot of the if, if this. I just need clarification. If -- and I'm using it myself.

If the President does the driver, is that at the discretion of the President, or is that something that's in the previous contract, was written into a previous contract? Has a previous president always had drivers put into their contract? And that's an Avery McKnight question.

ATTORNEY McKNIGHT: No, there's never been a provision within the contract about the security that's been provided to University presidents that I'm aware of since Doctor Frederick Humphries.

TRUSTEE GILZEAN: So is that -- does that come up -- Mr. Chair, that's follow up.

Does the Board provide the security, or is that at the discretion of the President?

CHAIRMAN BADGER: Are you asking me that?

TRUSTEE GILZEAN: No, that was a follow-up to
Attorney McKnight.

ATTORNEY McKNIGHT: I think it's just been at the -- I hate to use the word "discretion," but at the need of the President.

TRUSTEE GILZEAN: Got it, got it.

ATTORNEY McKNIGHT: Yeah.

TRUSTEE GILZEAN: So just out of clarification and just to move this along with the process because we've already -- we're about 30 seconds away from exhausting our time allotted for this meeting, I move that we strike Section 6.3 in the contract.

TRUSTEE McWILLIAMS: Second.

CHAIRMAN BADGER: Motion and second. Any discussion?

(NO RESPONSE).

CHAIRMAN BADGER: I'm going to ask for a roll call vote on this.

ATTORNEY BARGE-MILES: Trustee Alston.

(NO RESPONSE).

TRUSTEE WARREN: Ask for a restatement the motion.

CHAIRMAN BADGER: Okay. We're back up --

TRUSTEE ALSTON: Yes, Trustee Alston is on.

Good morning.
CHAIRMAN BADGER: Can you restate the motion?

TRUSTEE GILZEAN: My motion is to strike Section 6.3 from the contract.

TRUSTEE ALSTON: Mr. Chairman, can you -- or Trustee Gilzean, can you tell me 6.3?

ATTORNEY BARGE-MILES: Six -- automobile allowance and automobile allowance of $1,000 per month.

TRUSTEE ALSTON: Okay.

CHAIRMAN BADGER: Now I want to vote for that, but I will vote against it as is.

TRUSTEE PERSAUD: Yes, me too.

CHAIRMAN BADGER: Go a little bit beyond that, that if has to be included somehow.

ATTORNEY BARGE-MILES: The motion is to strike --

TRUSTEE TURNBULL: Mr. Chairman, what exactly does the $1,000 a month pay for? We're talking about -- car dealers I do not believe provide a car for presidents of the two universities and the community college here in Tallahassee, so it's not a free car. Does the (unintelligible) buy the car, and then the thousand dollars for upkeep and gasoline? What does the thousand dollars go for?

CHAIRMAN BADGER: I have no idea. I thought
the thousand dollars went to provide an automobile. It went to providing an automobile, transportation for the President.

TRUSTEE GILZEAN: So Mr. Chair, clarification, because that was a great question by Trustee Turnbull. We do know that there's the need for security for our president, so they will have a driver and they will have an officer. And we also know that the University has access to most vehicles that the President will have access to.

So that was a great question, Trustee Turnbull, that, you know, why would we have that in there if we know that those two things currently exist at the discretion of the President? I just think that's a little bit excessive. That's why I asked to strike that part of the contract.

CHAIRMAN BADGER: Was that your question, Trustee Turnbull?

TRUSTEE TURNBULL: Well, yes, I just want to know what we're paying for with the thousand dollars.

CHAIRMAN BADGER: Correct.

TRUSTEE GILZEAN: And no one knows.

TRUSTEE PERSAUD: I was wondering if this was in lieu of a car being provided to some of the
presidents.

CHAIRMAN BADGER: The President has access to a state car, the car with the state tag on it I know; and the President has security provided as always. And our President is chauffeured by a security person.

TRUSTEE GILZEAN: Yep.

TRUSTEE SHANNON: Are we ready to vote? (AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Okay. Will you -- okay, state what we're voting on.

TRUSTEE GILZEAN: We're voting to strike Section 6.3 from the contract in entirety.

CHAIRMAN BADGER: Attorney Barge-Miles, will you -- you're going to force me to vote against that because that "if" thing is in there. What if --

TRUSTEE GILZEAN: There is no if. Mr. Chair, I --

TRUSTEE SIDERS: Mr. Chair, this is Siders. Let's go through the motion, please.

TRUSTEE MOORE: Was the motion that --

TRUSTEE GILZEAN: Yes.

CHAIRMAN BADGER: Those in favor of the motion, let it be known by the sign aye.
(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposed, the same sign.

(NEGATIVE INDICATIONS).

CHAIRMAN BADGER: You've got to do a roll call on that one.

ATTORNEY BARGE-MILES: Trustee Alston.

TRUSTEE ALSTON: I'm voting no. I'll probably be getting off the call again, but I'm a no vote on this.

ATTORNEY BARGE-MILES: Trustee Badger.

CHAIRMAN BADGER: No.

ATTORNEY BARGE-MILES: Trustee Gilzean.

TRUSTEE GILZEAN: Yes.

CHAIRMAN BADGER: Trustee Lawson.

TRUSTEE LAWSON: Yes.

ATTORNEY BARGE-MILES: Trustee McWilliams.

TRUSTEE McWILLIAMS: Yes.

ATTORNEY BARGE-MILES: Trustee Montgomery.

TRUSTEE MONTGOMERY: Yes.

ATTORNEY BARGE-MILES: Trustee Moore.

TRUSTEE MOORE: Yes.

ATTORNEY BARGE-MILES: Trustee Persaud.

TRUSTEE PERSAUD: No.

ATTORNEY BARGE-MILES: Trustee Shannon.

TRUSTEE SHANNON: Yes.
ATTORNEY BARGE-MILES: Trustee Siders.
TRUSTEE SIDERS: Yes.
ATTORNEY BARGE-MILES: Trustee Turnbull.
TRUSTEE TURNBULL: Yes.
ATTORNEY BARGE-MILES: Trustee Warren.
TRUSTEE WARREN: No.
ATTORNEY BARGE-MILES: Trustee White.
TRUSTEE WHITE: No.
ATTORNEY BARGE-MILES: The vote is eight yeses, five nos.
TRUSTEE GILZEAN: And just for clarification, that we voted yes to strike Section 6.3 from the contract, correct?
ATTORNEY BARGE-MILES: That is correct.
TRUSTEE GILZEAN: Okay.
CHAIRMAN BADGER: Okay.
TRUSTEE MONTGOMERY: Mr. Chairman.
CHAIRMAN BADGER: Montgomery.
TRUSTEE MONTGOMERY: I don't mean to -- and I know we've been here for an extended period of time, everyone understands the importance of this in terms of moving forward. I agree with getting something done and moving the process along, but I have to echo what Trustee McWilliams said. We're being failed here as a Board. I heard
Trustee Turnbull say she didn't know, and so we're being asked to make decisions with incomplete information.

Trustee Shannon pointed out that there was information missing that we requested as a Board, the members of the Board requested. So we're making decisions on compensation; we're making decisions on this allowance here; we're making decisions that can impact this process without incomplete -- I mean with incomplete information.

I think that there needs to be an accountability with regard to the failure to have this information as a board. This is consistent; it happened before. And I think it should be a charge to Doctor Mangum in her capacity as Chief Executive Officer and President and Corporate Secretary of the Board to ensure that at a minimum going forward, when the Board requests information within a reasonable period of time, that we be provided that information in its entirety; and that we don't move forward with these types of important decisions with incomplete information, especially when it was possible to have the information prior to us making the decision. Thank you.
TRUSTEE TURNBULL: Here, here.

CHAIRMAN BADGER: Okay. 6.4.

ATTORNEY McKNIGHT: I think 6.4 was approved.

TRUSTEE MOORE: Yeah, we already did that.

ATTORNEY McKNIGHT: So this is 7.1 under relocation expenses. The new language would ensure that Doctor Mangum's personal tangible property, including the packing and unpacking, would be relocated from her current home in Ithaca, New York, to the President's residence on the University campus.

CHAIRMAN BADGER: Is there a motion?

TRUSTEE GILZEAN: Motion or I move.

CHAIRMAN BADGER: Is there a second?

TRUSTEE MONTGOMERY: Second.

CHAIRMAN BADGER: Motion and seconded. Is there discussion?

TRUSTEE WARREN: Yes.

CHAIRMAN BADGER: Okay. Who --

TRUSTEE WARREN: This is Trustee Warren.

In the event Doctor Mangum is prepared to move and go to work but the home is not ready, then the furniture would have to be taken to storage. The language as is proposed would restrict the move of the furniture only to the house. That's
unreasonable.

CHAIRMAN BADGER: I think the intent was to --
I think I heard in the deliberations to avoid two
moves --

TRUSTEE WARREN: It might be necessary to have
two moves.

CHAIRMAN BADGER: -- which can meet, or better
closure than where we are on that, from Point A to
Point B, and that's it. I'll cite as an example,
sometimes major moving companies, the large moving
companies with the big trucks and so forth, they
will bring your stuff and, if your place is not
ready, they will store it, but they charge you; and
the charge is encompassed in the fact that they
keep it there until such time instead of moving it
from one place and moving it to another, then when
you get to -- when you get to your basic home,
you've got to move it to a third place.

TRUSTEE WARREN: It would typically be moved
to storage, from storage to the home. The language
that we're proposing does not accommodate that
potentiality to store it.

CHAIRMAN BADGER: Okay. It still would need
to be stored if it comes to pass that we are not --
I hope that's motivation and incentive. Mr. Bakker
is on the line. I hope that's motivation and incentive to get done what needs to be done, if at all possible. But we certainly need to make arrangements for should something happen above and beyond her control to where she's not going to be able to live there, and we have already discussed one of the items of having to pay expenses for her to live elsewhere.

TRUSTEE WARREN: So, Mr. Chair, this is for Attorney McKnight. Some kind of force majeure kind of language, Mr. McKnight, needs to be included here to facilitate events that are beyond her control. It would then put us in the position to having to make the move easy.

So I would not be in favor of some language that said we could only make a one move if, in fact, events were out of her control that the furniture had to be moved for storage and then subsequently to the residence.

ATTORNEY McKNIGHT: Well, I would suggest the opportunity for -- since this document has to be shared with Doctor Mangum's attorney, that we have an opportunity to arrive at a win-win situation that's mutually agreed upon in light of your comments, Trustee Warren.
TRUSTEE MONTGOMERY: Mr. Chairman.

Mr. Chairman, Montgomery.

CHAIRMAN BADGER: Wait a minute. Let me be sure that --

TRUSTEE WARREN: Trustee Warren.

CHAIRMAN BADGER: -- Trustee Warren and Attorney McKnight had finished their dialogue.

TRUSTEE WARREN: I'm not suggesting that we add any more in terms of value to the contract except the fact that we accept our responsibility for facilitating the move. And so some language (unintelligible) suggesting, Attorney McKnight, that is agreeable language. This is non-negotiable kind of stuff anyway, quite frankly.

It's reasonable for all parties to decide on some language that facilitates the move even if there are some force majeure issues that prevent her from moving directly from her current residence to a residence that we will provide. So it's reasonable that we would devise some language that would facilitate that. That's all I'm suggesting here.

ATTORNEY McKNIGHT: Understood.

CHAIRMAN BADGER: Can, can --

TRUSTEE MONTGOMERY: Mr. Chairman.
CHAIRMAN BADGER: Are you going to suggest language?

TRUSTEE MONTGOMERY: I am.

CHAIRMAN BADGER: Okay.

TRUSTEE MONTGOMERY: I'm going to move that we strike the current sentence where it says: From her home in Ithaca, New York, to -- if you strike everything after that and just put: Her current home in Ithaca, New York, to Tallahassee, and then -- or the Tallahassee area, and then that would allow us to pay any reasonable moving expenses, the end.

CHAIRMAN BADGER: So it's kind of like putting back what we deleted, right?

TRUSTEE MONTGOMERY: No, originally -- what was originally there was: To her residence in the Tallahassee, Florida, area, and that could have been any residence other than the President's residence. So the clarifying language was that it was from -- it was to the President's residence on the University campus.

Given the concerns that have been raised, the valid concerns by Trustee Warren, I believe that if you simply strike after the -- the current sentence, if you strike where it says, "in Ithaca,
New York, to," if you strike everything after that and just add "to the Tallahassee area," then it's encompassed where it says "reasonable moving expenses incurred." That would put the -- along with what Trustee Warren said, that would put it on us to ensure that reasonable moving -- like he said, it's not negotiable. It's just we need to be responsible for making sure that it makes sense.

And I think, Attorney McKnight, if you could confirm, I think that would cover it.

TRUSTEE MOORE: Was that your motion?

ATTORNEY BARGE-MILES: There's already a motion on the floor. I think that should be a friendly amendment.

TRUSTEE MONTGOMERY: It is a substitute.

ATTORNEY BARGE-MILES: A substitute amendment.

CHAIRMAN BADGER: Okay. That's a substitute.

TRUSTEE TURNBULL: Substitute motion.

CHAIRMAN BADGER: Substitute motion?

TRUSTEE TURNBULL: Yes.

CHAIRMAN BADGER: Okay. We vote on the substitute. Those in favor of the substitute, let it be known by the sign aye.

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposed, the same sign.
(NO RESPONSE).

CHAIRMAN BADGER: Hearing none, the substitute passes.

And I hope the language was scripted by somebody to put it in there. I think it's reasonable and good.

ATTORNEY McKNIGHT: 7.4, technology support.

CHAIRMAN BADGER: Where are we?

TRUSTEE LAWSON: 7.4.

CHAIRMAN BADGER: Okay.

ATTORNEY McKNIGHT: The edits as read here now: The University shall provide reasonable telephonic, computer, internet access, facsimile, and related equipment at the President's residence for the performance of her official duties, as appropriate. In addition, the University shall provide Doctor Mangum a cellular phone for use in her official duties consistent with state law and the Board's regulations, policies, and procedures as now existing or hereafter promulgated.

TRUSTEE MONTGOMERY: It was my motion. Can I explain, Mr. Chairman? This is Montgomery.

CHAIRMAN BADGER: Montgomery.

TRUSTEE MONTGOMERY: Okay, the first sentence where it says, "at the President's," and we struck
"at her private residence." If for some reason -- "the President's" would be the President's residence on campus. If for some reason she had to relocate temporarily, this would cover that because that would, in effect, become the President's residence.

The thing about the cell phone is, a stipend can provide for any type of phone, but it also would not require her to have a phone. If she's provided a University phone, as we all know, that is our one contact on campus, and we should have access to her telephonically; and that is the one way that we are able to contact her.

So by the University providing her that phone, that is the way that the Board can and would be in touch with the President of the institution. So the clarifying language does not leave the ambiguity of a stipend, and the original language didn't say what that actual stipend would be. This just simply clarifies that the University will provide her with a phone.

TRUSTEE TURNBULL: Move it.
Marjorie Turnbull. Move it.
TRUSTEE PERSAUD: Second.

CHAIRMAN BADGER: The motion is on the floor,
and the motion has been seconded. Is there discussion?

TRUSTEE WARREN: Yes.

CHAIRMAN BADGER: Okay.

TRUSTEE WARREN: This is Trustee Warren.

CHAIRMAN BADGER: Trustee Warren (inaudible) to follow.

TRUSTEE WARREN: In the provision of a college -- the college provides the phone as opposed to her being given a stipend to acquire a phone, are there ramifications of the terms of personal use of the phone?

CHAIRMAN BADGER: I think we have -- is Vice President Michael James on the phone?

VICE PRESIDENT JAMES: Yes, I'm here.

CHAIRMAN BADGER: Can you respond to the manner in which phones are issued?

VICE PRESIDENT JAMES: Thank you, Mr. Chairman.

If the University provides a cell phone to our incoming President, the President would be required, or someone on her team, to make sure that all calls were documented. Any calls that were personal in nature would be the responsibility of the President to cover the cost.
DOCTOR ROBINSON: Or.

VICE PRESIDENT JAMES: Or as opposed to getting a stipend.

TRUSTEE WARREN: It seems onerous in my view. It would simplify the matter if we were to provide a stipend for her to be able to purchase a phone, and then there would be no requirement to keep a log of either business or personal use.

VICE PRESIDENT JAMES: That's correct.

CHAIRMAN BADGER: I was going to ask him as well, Trustee Warren, to share with us the options that were made available that administrators are currently using which allows the phone recipient to make the decision himself or herself.

VICE PRESIDENT JAMES: Right, the current option that we also give is for the employee to ask for a stipend, in which case the stipend is paid and that requirement to log and document calls is not there. It is an option that most employees will select.

TRUSTEE GILZEAN: Is that -- Mr. Chair.

CHAIRMAN BADGER: Yes, sir.

TRUSTEE GILZEAN: Is that in Board policy?

CHAIRMAN BADGER: That's the Board --

VICE PRESIDENT JAMES: It's state statute and
also a part of the University's policy.

CHAIRMAN BADGER: My thinking is to offer the option as well to the President. I think we kind of tie our hands if she comes in and we say, you have to have the University's telephone, and somebody has got to keep this log and so forth. But, fine, you do that if you want to; but if you don't, here's another option that I think most of the University employees have opted to --

TRUSTEE MONTGOMERY: Without belaboring the point, this is Montgomery, all of us who've had positions in government or anywhere else, if you use the phone that they issue, then you don't use it for personal business. In the event of an emergency, in the event that -- again, with our responsibility as a board, if we're attempting to reach the President, we have the right to contact her on her University-issued phone. There's nothing that requires her to answer a personal phone or personal phones, two or three, whatever they may be.

This is very simple. Anyone that's worked for a business that requires it by policy, or that has worked in government, knows that you use that phone for official business. If you choose to go
purchase another phone and have it for personal
business, so be it; but it's not our requirement to
provide a personal cell phone to the President.
Provide them an official phone for official
business, and let's move this. There's a motion on
the floor. I call the question.

TRUSTEE WARREN: Mr. Chair, this is
Trustee Warren.

TRUSTEE WHITE: Trustee White.

CHAIRMAN BADGER: Trustee Warren.

TRUSTEE WARREN: (Unintelligible) to offer the
option of a stipend or the college or University
provided phone. I don't think we need to
complicate the matter for either the staff and/or
the President with keeping a communications log.
It's a simple matter, quite frankly. It's just
(unintelligible) the option at all, just offer a
stipend for the phone and be done with it. That's
the simplest way to do it.

CHAIRMAN BADGER: Trustee White.

TRUSTEE WARREN: And in so doing, we would
eliminate the necessity for an audit, if you will,
of the telephone usage.

TRUSTEE GILZEAN: Mr. Chair, what --

CHAIRMAN BADGER: Wait a minute.
Trustee White is next in the cue.

TRUSTEE WHITE: So I mean if I understand this correctly, it is already the University's policy and practice in place is to provide the option.

VICE PRESIDENT JAMES: Yes.

TRUSTEE WHITE: So I'm not sure that we should in a contract come up with something that is necessarily more restrictive. You know, so I understand the objective; but I certainly would hope that if we can't, you know, reach the President, if they're not being responsive, we're going to have much bigger problems than the phone.

TRUSTEE MONTGOMERY: We've had those problems before. This is just an attempt to clarify. We can go ahead and move the process if you provide a stipend to the person; but, please, let's state for the record that -- I don't understand how if we state -- if the person gets a new phone, they should not give it to anyone for personal use, and then they would never need to have a log or a violation. This is simple.

If you want to go with the stipend, I'll withdraw the deal, but I just think as a Board we are laying a path that it's taking us back down the line where the President is running the Board and
the Board is not exercising its oversight right. When you say just in case the President doesn't return your call, then we have different problems. If she has a University phone and she's required to answer it, she'll answer.

I personally have tried to reach presidents of the University who didn't answer. And so if they had their own personal phone, and we shouldn't have to put a policy in place to require it; but I have called a personal phone of a president, did not get a response, did not get a return call. You can fix this by giving them a University phone and requiring them to answer.

I called the question two minutes ago.

CHAIRMAN BADGER: Okay. So the motion on the floor is? Can you read it back, please Attorney Barge-Miles?

ATTORNEY BARGE-MILES: The University shall provide reasonable telephonic, computer, internet access, facsimile, and related equipment at the President's residence for the performance of her official duties, as appropriate. In addition, the University shall provide Doctor Mangum a cellular phone for her use in her -- for use in her official duties consistent with state law and the Board's
regulations, policies, and procedures as now existing or hereafter promulgated.

CHAIRMAN BADGER: Okay. Now if that's the motion, that encompasses a lot. I'm satisfied with that. The motion is on the floor. Is there discussion on the motion or clarification?

TRUSTEE WARREN: Mr. Chair, this is Trustee Warren. Does that motion then still allow for the President to take the option of a stipend?

CHAIRMAN BADGER: I beg your pardon?

TRUSTEE WARREN: I guess it's a question for Attorney McKnight. Does this motion still include -- because it does mention current procedures that are in place.

CHAIRMAN BADGER: Correct.

TRUSTEE WARREN: Does the motion then still allow the President to take the option of a stipend as opposed to a phone?

ATTORNEY McKNIGHT: In order to be consistent with those Board policies, yes, and she was extended -- this is what was negotiated. The offer was extended. She accepted what was consistent with the Board's existing policies regarding such support and opted for the stipend.

And I think that it's in the policy, but
Vice President James would have to let us know this, but I think that by accepting this stipend, it's the equivalence of saying, yes, that's also a University phone such that that part is clear that if she -- Trustee Montgomery, if you call the President, yes, she would have to pick up the phone and return your phone calls, we would expect that.

TRUSTEE WARREN: On either phone, be it one purchased with a stipend or one provided by the college?

ATTORNEY McKNIGHT: Exactly.

TRUSTEE WARREN: All right. Thank you, Mr. Chair.

CHAIRMAN BADGER: Okay. All right. The motion on the floor, those in favor of the motion as read by Attorney Barge-Miles and interpreted by all others, let it be known by the sign aye.

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposed, the same sign.

(NO RESPONSE).

CHAIRMAN BADGER: Hearing none, the motion passes.

ATTORNEY McKNIGHT: Other Non-Compensation. The last sentence was inserted, I think it was from Trustee Montgomery: The President shall provide a
report of all University-related non-salary compensation on or before June 1 of each year.

TRUSTEE GILZEAN: Do what?

CHAIRMAN BADGER: Is there a motion?

TRUSTEE WARREN: So move.

CHAIRMAN BADGER: Is there a second?

TRUSTEE LAWSON: Second.

CHAIRMAN BADGER: Okay. It's motioned and seconded. Now is there a discussion?

TRUSTEE MONTGOMERY: I can clarify if you like, Mr. Chair. It's Montgomery.

CHAIRMAN BADGER: Montgomery, please clarify.

TRUSTEE MONTGOMERY: We've had a lot of discussion about the additional -- whether they're additional benefits or whether they're non-salary compensation; it depends on the definition, different universities, different places use of it. I think for the purposes of where we are as a board, that it is appropriate for us to know -- and we already know by contract. Some people don't read the contract, but we already know that there's a $25,000 benefit at the President's discretion. You don't have to include it in this package, but that should be included as part of the report.

If the President receives plane rides or gifts
or something along those lines, that stuff should be included in the report. The driver and the security is what I consider to be an added benefit. I'd like to know how much that costs, if that is exercised by Doctor -- and that is well within her right.

As a matter of fact, I encourage it. I don't have any problem with it, but I'd just like to know, you know, how does that cost us per year with what we consider to be non-salary -- all it is is a report saying: Here are some additional things that do not show up, or here are additional things that we're providing in a compensation package.

When we revisit this three years from now, the Board will have a clearer picture of what is being provided beyond what is seen as this $550,000 as compiled in the Presidential salary chart. All it does is provide clarification for additional benefits, and it memorializes it in a report.

TRUSTEE GILZEAN: These would be college provided additional benefits?

TRUSTEE MONTGOMERY: University-related, related because they're things that are provided in relation to Doctor Mangum being President. For example, she would not have access to certain
things if she wasn't President of FAMU. There are
certain things that are not provided if she wasn't
President of FAMU. So it's very specific in saying
University-related.

This does not go into her compensation for
boards or other things, or things that she had in
place already. These are things that are
specifically FAMU-related that are provided in the
form of non-salary compensation.

CHAIRMAN BADGER: Further discussion?

TRUSTEE WARREN: Yes.

CHAIRMAN BADGER: Is that Trustee Warren?

TRUSTEE WARREN: This is Trustee Warren.

Let's go back to the example of a
dealer-provided car for the President to drive
around in. The college -- the University does not
provide it, quote, unquote, provide. A dealer
provided it, for whatever reason, and one of which
may, in fact, be the fact that she -- maybe even be
the reason that she is President of Florida A & M
University, but I'm focusing on the term
"provided."

TRUSTEE MONTGOMERY: It says University --
excuse me, Mr. Chairman.

Trustee, it says University-related.
TRUSTEE TURNBULL: Mr. Chairman, this is Trustee Turnbull.

CHAIRMAN BADGER: Trustee Turnbull.

TRUSTEE TURNBULL: I believe we would not be the only ones interested in this. I think the Internal Revenue Service would also be interested, and so I think these areas would already be reported somewhere, so I don't see this as a problem. I think, I mean I think -- I'm supporting the change is what I'm saying. That's why I moved it.

CHAIRMAN BADGER: Oh, okay.

TRUSTEE WARREN: Mr. Chair, my discussion of the matter only involves how staff compiles this information, so it's clear to them what kind of things they're going to be asking her about or giving attention to, whether it's a compilation of the report, the ultimate issuance of a W-2 at the end of the year accurately reflects wages and salaries and other forms of allowances and benefits. So let's be clear that we're not making the task difficult for staff to be able to do that. They're on the phone. I'm hoping you can get some acknowledgement from them that they would have the capacity to gather -- capture this information
and to report it accurately.

CHAIRMAN BADGER: Is there further discussion? (NO RESPONSE).

CHAIRMAN BADGER: Hearing none, would you read back the motion please, Ms. Barge-Miles?

ATTORNEY BARGE-MILES: The President shall provide a report of all University-related, non-salary compensation on or before June 1st of each year.

CHAIRMAN BADGER: That's been motioned and seconded. Those in favor of the motion, let it be known by the sign aye.

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Roll call.

ATTORNEY BARGE-MILES: Trustee Alston. (NO RESPONSE).

ATTORNEY BARGE-MILES: Trustee Badger.

CHAIRMAN BADGER: No.

ATTORNEY BARGE-MILES: Trustee Gilzean.

TRUSTEE GILZEAN: Yes.

ATTORNEY BARGE-MILES: Trustee Lawson.

TRUSTEE LAWSON: Yes.

ATTORNEY BARGE-MILES: Trustee McWilliams.

TRUSTEE McWILLIAMS: Yes.

ATTORNEY BARGE-MILES: Trustee Montgomery.
TRUSTEE MONTGOMERY: Yes.
ATTORNEY BARGE-MILES: Trustee Moore.
(NO RESPONSE).
ATTORNEY BARGE-MILES: Trustee Moore.
(NO RESPONSE).
ATTORNEY BARGE-MILES: Trustee Persaud.
TRUSTEE PERSAUD: No.
ATTORNEY BARGE-MILES: Trustee Shannon.
TRUSTEE SHANNON: Yes.
ATTORNEY BARGE-MILES: Trustee --
CHAIRMAN BADGER: I didn't hear Trustee Shannon.
TRUSTEE SHANNON: Yes.
CHAIRMAN BADGER: Okay.
ATTORNEY BARGE-MILES: Trustee Siders.
(NO RESPONSE).
ATTORNEY BARGE-MILES: Trustee Siders.
(NO RESPONSE).
ATTORNEY BARGE-MILES: Trustee Turnbull.
TRUSTEE TURNBULL: Yes.
ATTORNEY BARGE-MILES: Trustee Warren.
TRUSTEE WARREN: Yes.
ATTORNEY BARGE-MILES: Trustee White.
TRUSTEE WHITE: Yes.
ATTORNEY BARGE-MILES: Did we hear
Trustee Moore?

(NO RESPONSE).

CHAIRMAN BADGER: No, I think she was off temporarily.

TRUSTEE GILZEAN: Mr. Chairman, can we do a quorum call?

CHAIRMAN BADGER: Can we do a what?

ATTORNEY BARGE-MILES: We have eight yeses, two nos.

CHAIRMAN BADGER: So thank you. The motion passes that we have voted to --

ATTORNEY BARGE-MILES: And you still do have a quorum, ten voted.

TRUSTEE GILZEAN: Okay.

CHAIRMAN BADGER: My phone is breaking up on occasion. I missed your comment.

ATTORNEY BARGE-MILES: Trustee Gilzean asked for a quorum call.

CHAIRMAN BADGER: Okay.

ATTORNEY BARGE-MILES: You had ten trustees that voted, so you still have a quorum.

CHAIRMAN BADGER: Okay. Thank you.

Attorney McKnight.

ATTORNEY McKNIGHT: Yes, 10.0, Tenure.

TRUSTEE MONTGOMERY: I withdraw the amendment.
Montgomery.

TRUSTEE GILZEAN: Mr. Chair, I just have a quick question as it relates to this tenure component. Is this consistent with all the SUS presidents? Do all of them get tenure?

CHAIRMAN BADGER: Are you asking me?

TRUSTEE GILZEAN: Yes.

CHAIRMAN BADGER: I don't have that. Is there anyone on the line who may have it?

TRUSTEE TURNBULL: I believe the answer is yes.

CHAIRMAN BADGER: Okay.

TRUSTEE MONTGOMERY: Mr. Chairman, just for a technical correction, in the first sentence, it says -- at the end it says: All rights and privilege. It should say privileges.

ATTORNEY BARGE-MILES: Thank you.

CHAIRMAN BADGER: Now did you withdraw your --

TRUSTEE MONTGOMERY: I withdrew my amendment, but I'm just talking -- this is just a spelling.

CHAIRMAN BADGER: Oh, okay.

TRUSTEE MONTGOMERY: In the first sentence it says: Shall be afforded all the rights and -- it should be privileges with an S and not an E-D.

ATTORNEY McKNIGHT: Thank you. So noted.
ATTORNEY BARGE-MILES: Okay. Doctor Badger, I was just informed that the President of the University of North Florida is the only one that did not --

DOCTOR ROBINSON: Well, actually, Gulf Coast doesn't have tenure either. The President does; the faculty have multi-year contracts.

CHAIRMAN BADGER: Okay.

ATTORNEY McKNIGHT: 11.1, Termination for "Cause," the way the sentence would read now with edits: The Board and Doctor Mangum agree that the Board may terminate this agreement at any time upon a majority vote of the Board as set forth in the Board operating procedures.

TRUSTEE WARREN: Move approval.

CHAIRMAN BADGER: Is there a second?

TRUSTEE MONTGOMERY: Second.

CHAIRMAN BADGER: Motion and second. Those in favor of the motion --

TRUSTEE MONTGOMERY: Mr. Chairman.

CHAIRMAN BADGER: Is there discussion?

TRUSTEE MONTGOMERY: Attorney McKnight, can you clarify that if the Board operating procedures change from what they are now, then the Board operating procedures that would be in effect should
any section of this be enforced would be the
guiding -- would be the guiding language and would
be enforceable with those then existing Board
operating procedures, and not the ones that are
currently in place?

ATTORNEY McKNIGHT: I'll refer you back to
3.0, right in that first sentence in 3.0, that says
that Doctor Mangum shall perform all duties
required, including the regulations, policies, and
procedures of the Board as now existing or
hereafter promulgated.

TRUSTEE MONTGOMERY: Okay. And then the
second question is: Is there a possibility of a
literal interpretation of Article 5.6 of the Board
operating procedures that would require all members
of the Board to actually vote? When I say "all
members," I mean all 13. Could we legally be held
in a position where a vote would not be valid
unless all 13 members voted? This is a yes or no
question.

ATTORNEY McKNIGHT: I think it's a majority,
and it's a majority of those who are attending the
Board meeting.

TRUSTEE GILZEAN: As you can hear in the
background, this is -- I thought this would wrap up
DOCTOR ROBINSON: Trustee Gilzean, you're not on mute.

TRUSTEE MONTGOMERY: The reason I ask is if you literally interpreted that it requires, 13 members, because it says all members of the Board, than this is worse than a super majority clause. If all 13 members don't vote affirmatively, then in effect a vote cannot be taken. So I just need counsel's interpretation of what 5.6, if it could possibly be used to require all 13 members to actually vote.

ATTORNEY McKNIGHT: My understanding, if you have established a quorum and you've got a majority of the Board voting to terminate for cause, then it is appropriately lawfully permitted to do so.

TRUSTEE MONTGOMERY: All right. No questions. Thank you.

TRUSTEE WARREN: Mr. Chair.

CHAIRMAN BADGER: Yes, Trustee Warren.

TRUSTEE WARREN: Trustee Warren. I understand the intent of Trustee Montgomery's question. May I suggest at our next Board meeting that we offer -- I'm sure it might have to require some notice if we're going to do a rule change. But we should
ensure that there is no ambiguity about that particular clause.

CHAIRMAN BADGER: Okay. I stepped away from the phone, but I think I heard you.

TRUSTEE WARREN: A recommendation that at our next Board meeting that we make clear what is the intent of that clause in the operating procedures so that there is no ambiguity there, so Attorney McKnight and staff comes back to us with clarifying language that satisfies the intent that we have expressed here today.

CHAIRMAN BADGER: So be it. Attorney McKnight, would you make note of that, please?

ATTORNEY McKNIGHT: What I would suggest is we've had an Operating Procedures Committee that we've been working with. I could get with Trustee Alston.

TRUSTEE WARREN: That is not what I recommended.

ATTORNEY McKNIGHT: I understand, but I'm just trying to following protocol having been established. But if you don't want -- so let me say an opinion and it can be shot down, but let me provide that opinion.
TRUSTEE WARREN: Well, then I wouldn't mind if you went to a committee, but my expectation is either you or the committee together would come back at the next Board meeting with a recommendation --

ATTORNEY McKNIGHT: Understood.

TRUSTEE WARREN: -- modification of that language that clarifies it. And given the fact that it's a Board rule, that it may have to be noticed, given public notice. But do all that's necessary to ensure at our next Board meeting that that's --

TRUSTEE ALSTON: Mr. Chairman.

CHAIRMAN BADGER: Yes.

TRUSTEE ALSTON: This is Trustee Alston. I hear Trustee Warren loud and clear, and I will get with Attorney McKnight on the item.

CHAIRMAN BADGER: Be assured it shall be done, and I'm going to ask Attorney Barge-Miles to ensure that it is included on our Board agenda.

ATTORNEY BARGE-MILES: Yes, sir.

CHAIRMAN BADGER: Okay. Thank you. Attorney McKnight.

ATTORNEY McKNIGHT: We still need to vote on the motion.
CHAIRMAN BADGER: Those in favor -- read the motion back first, I'm sorry.

ATTORNEY McKNIGHT: The sentence would read with the edits: The Board and Doctor Mangum agree that the Board may terminate this agreement at any time for cause upon a majority vote of the Board, as set forth in the Board Operating Procedures.

CHAIRMAN BADGER: A motion and a second. You've heard the motion. Those in favor, let it be known by the sign of aye.

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposed, the same sign.

(NO RESPONSE).

ATTORNEY McKNIGHT: To capture an edit that was submitted by Trustee Moore, I refer you to Subparagraph E on Page 6 of 11, and we are still under Termination for Cause, 11.1: Material or repeated failure to meet established performance goals or to comply with the written regulations, policies, and procedures of the Florida Board of Governors or FAMU Board of Trustees or the terms of this agreement that harms the University.

TRUSTEE TURNBULL: I'll move it.

TRUSTEE MONTGOMERY: Second.

(DISCUSSION OFF THE RECORD).
CHAIRMAN BADGER: Okay. Is there a discussion on the motion?

(NO RESPONSE).

CHAIRMAN BADGER: My hesitation is I'm reading it because I may have a question.

Those in favor of the motion, let it be known by the sign of aye.

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposed, the same sign.

(NO RESPONSE).

CHAIRMAN BADGER: Hearing none, the motion passes.

ATTORNEY McKNIGHT: Okay. We're moving down to specifically 11.2, Subparagraph (c).

TRUSTEE GILZEAN: Mr. Chairman.

CHAIRMAN BADGER: Yes.

TRUSTEE GILZEAN: This is Trustee Gilzean. Before we go to (c), I make a motion to strike Section 11.2, Section (b). And really what I want to do is make sure that the Board has a conversation on it as it relates to the tenured professor component.

CHAIRMAN BADGER: Okay. That's your motion?

TRUSTEE GILZEAN: My motion is to strike 11.2, Section (b).
CHAIRMAN BADGER: The motion is to strike 11.2 (b). Is there a second?

TRUSTEE MONTGOMERY: Second.

CHAIRMAN BADGER: Okay. It's motioned and seconded. Those in favor of the motion, let it be known by the sign of aye.

TRUSTEE GILZEAN: There's a discussion, Mr. Chair.

CHAIRMAN BADGER: Is there a discussion?

TRUSTEE GILZEAN: And it's really more of a clarification point. I wanted to discuss it. I know we currently have -- and it was discussed earlier that we have previous presidents who are now tenured professors receiving a large pay, more than the actual faculty members on campus.

I just wanted to know what the rationale -- why do we have this in there? Is this the norm, and is this something that we can continue to afford? So if it stays, it stays, I'm okay with that. But I just wanted to make sure that the Board have a discussion on this particular item.

TRUSTEE MONTGOMERY: Can University counsel provide -- or can someone provide us with the current amount for the previous fiscal year that we were paying for previous presidents who were being
compensated under clauses similar to this?
For example, the last three previous presidents
that were actually on payroll as tenured
professors, what did that cost the University on an
annual basis with all three of them?

TRUSTEE GILZEAN: And just to piggy back off
of that, is that money being paid for through the
Foundation, or is that coming out of, you know, the
non-Foundation? Where does that money come from?

CHAIRMAN BADGER: Okay. Now before we get
into a dialogue, let's go back to the process and
be recognized when you speak. That will at least
allow me to know who is speaking for my little
notes here.

There's a motion on the floor that's followed
with further clarifying explanation, and if there
is no further discussion, I'm going to call for a
vote on the motion. Those in favor, let it be
known by the sign aye.

(NO RESPONSE).

CHAIRMAN BADGER: Those opposed, same sign.

TRUSTEE TURNBULL: What is the motion?

CHAIRMAN BADGER: The motion is (b), 11.2 to
strike (b) completely under Termination Without
Cause, 11.2 and (b).
TRUSTEE GILZEAN: Mr. Chair, are our questions not going to get answered before we call the vote?

CHAIRMAN BADGER: Well --

ATTORNEY BARGE-MILES: What is the --

CHAIRMAN BADGER: I thought your question was to --

TRUSTEE MONTGOMERY: I asked a question and I did not get -- my question was: How much are we spending per year -- how much did we spend in the last fiscal year on previous presidents who were being compensated as tenured professors? What was the actual amount with benefits? My (unintelligible) was that for Doctor Gainous, Doctor Ammons, and Doctor Humphries. We're paying over a million dollars a year for previous presidents on the payroll.

Now I know Doctor Humphries just stepped down, but I think it's important that we include in the record that the Board understood that we were at some point paying over a million dollars in salary and benefits to former professors as a result of a clause like this. So to Trustee Gilzean's point, I think that we should understand what we're doing on a first contract. Even if we not renew, we're basically saying that you will be able to be the
highest paid professor on campus as a tenured professor, you know, for the rest of your life.

And so maybe we consider adding this if a renewal occurs because then we'll know, okay, we've gotten past the three-year phase, now we can do this, you know, from that point forward. But I think he has a valid point.

And I'm asking for clarification and an answer to that question. I apologize to the other Trustees for not asking that question before now, but the question was spurred by what Trustee Gilzean just said.

TRUSTEE TURNBULL: Mr. Chairman, I -- Mr. Chairman.

CHAIRMAN BADGER: Trustee Turnbull.

TRUSTEE TURNBULL: I don't have the data in front of me. I have seen it from the Foundation, and I don't know if Doctor Haynes is on the phone and can quickly say it.

My understanding as of July 1st of this year, of the four -- or even last year, I believe Doctor Ammons was no longer being compensated by the Foundation and nor Gainous, that they then folded into the University's budget.

But I don't recall those exact figures. I
don't believe it was a million dollars, but those figures are available.

     DOCTOR HAYNES: Mr. Chairman, this is Tom Haynes.

     CHAIRMAN BADGER: We have both Vice President Haynes and Bakker on the phone I believe?

     DOCTOR HAYNES: This is Vice President Haynes.

     I can tell you given the date that Trustee Turnbull is referring to, the Foundation is not paying for any of the previous presidents.

     TRUSTEE MONTGOMERY: Mr. Chairman, Montgomery. I'll be brief.

     Doctor Robinson, how much is the highest paid professor on FAMU's campus?

     DOCTOR ROBINSON: Trustee Montgomery, I don't have the exact figure, but that would be Doctor Ammons; and that's in excess of 300,000.

     VICE PRESIDENT WRIGHT: It's closer to 275,000.

     DOCTOR ROBINSON: That's right, because it dropped by 10% last year.

     VICE PRESIDENT WRIGHT: And it will go back down in July.
TRUSTEE MONTGOMERY: Mr. Chair, so if you multiply that times three at one point when you had all three of them active and you add -- that's close to 900,000, plus benefits, that puts you over the million dollars. That's my --

TRUSTEE GILZEAN: I've got to clarify that.

CHAIRMAN BADGER: Mathematically let's be sure now because I'm not sure that all three Presidents are getting 275.

VICE PRESIDENT WRIGHT: No, they're not. Actually -- this is Rodner Wright. While I don't have the figures in front of me, but I know that Doctor Gainous' salary is closer to 200 -- was closer to 200. Doctor Humphries, prior to his retirement I believe in December, was closer to -- was under -- closer to 175.

ATTORNEY McKNIGHT: December what?

MR. WRIGHT: 2012, his retirement of December of 2012, and Doctor Ammons -- all of whom are being paid out of E & G, which is the University's budget.

And then Doctor Ammons' pay is scheduled to be -- July 1 will then drop to I believe the -- closer to the highest, current highest paid faculty member as of July 1 of this year.
TRUSTEE GILZEAN: Mr. Chair, out of clarification, E & G funds are made up mostly of state revenue and also made up of the tuition that comes from students, correct?

VICE PRESIDENT WRIGHT: It is the state budget, yes, from state allocation and tuition.

TRUSTEE GILZEAN: So Mr. Chair, quickly, we're saying now that if this contract were to expire, that we will not only have those two Presidents who may be there and may not after three years, but we will continue to pay for Doctor Mangum and a President utilizing tax funds? And that's where my concern came in. Like I said, if the Board chooses to go down this route, then that's their choice; but I think it's unfair to utilize tax funds in this context. And I think we need to look at the whole tenure clause as it relates to this entire package.

So I respectfully would want to see the Board do something that takes this part of the contract out. I don't think it's fair for our students, and I don't think it's fair for the taxpayers of Florida.

CHAIRMAN BADGER: So if I take you back to the motion that's on the floor, the 11.2, is the motion
still to remove (b) from 11.2, to eliminate section (b) based upon all of the discussion regarding salaries and salaries after employment and so forth? The motion is, do we delete (b)?

TRUSTEE McWILLIAMS: Yes, we do.

CHAIRMAN BADGER: So I call -- those in favor of the motion, let it be known by the sign of aye. (AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Those opposed, same sign. (NEGATIVE INDICATIONS).

CHAIRMAN BADGER: We've got to do a roll call. I think I heard three nos.

ATTORNEY BARGE-MILES: Trustee Alston. (NO RESPONSE).

ATTORNEY BARGE-MILES: Trustee Badger.

CHAIRMAN BADGER: Yes.

ATTORNEY BARGE-MILES: Trustee Gilzean.

TRUSTEE GILZEAN: Yes.

ATTORNEY BARGE-MILES: Trustee Lawson.

TRUSTEE LAWSON: Yes.

CHAIRMAN BADGER: Wait a minute, wait a minute. I've got to retrieve my vote. I voted yes in error. I'm voting not to delete it. So my answer -- my vote should be no. I make the correction like Gilzean did a minute ago.
ATTORNEY BARGE-MILES: Trustee McWilliams.

TRUSTEE McWILLIAMS: I'm lost on that. What was the --

CHAIRMAN BADGER: The motion is to delete (b) under Termination Without Cause.

TRUSTEE McWILLIAMS: I would vote to do that, yes.

ATTORNEY BARGE-MILES: Trustee Montgomery.

TRUSTEE MONTGOMERY: Yes.

ATTORNEY BARGE-MILES: Trustee Moore.

(NO RESPONSE).

ATTORNEY BARGE-MILES: Trustee Moore.

(NO RESPONSE).

CHAIRMAN BADGER: Trustee Persaud.

TRUSTEE PERSAUD: No.

ATTORNEY BARGE-MILES: Trustee Shannon.

TRUSTEE SHANNON: No.

ATTORNEY BARGE-MILES: Trustee Siders.

TRUSTEE SIDERS: No.

CHAIRMAN BADGER: Trustee Turnbull.

TRUSTEE TURNBULL: No.

ATTORNEY BARGE-MILES: Trustee Warren.

(NO RESPONSE).

ATTORNEY BARGE-MILES: Trustee Warren.

(NO RESPONSE).
ATTORNEY BARGE-MILES: Trustee White.

TRUSTEE WHITE: No.

ATTORNEY BARGE-MILES: Four yeses, six nos.

CHAIRMAN BADGER: Four yeses, six nos. Okay, the motion failed.

TRUSTEE GILZEAN: Quorum call, please.

DOCTOR ROBINSON: Just call the roll.

ATTORNEY BARGE-MILES: Trustee Alston.

(NO RESPONSE).

ATTORNEY BARGE-MILES: Trustee Badger.

CHAIRMAN BADGER: No.

ATTORNEY BARGE-MILES: Present. They asked for a quorum call.

CHAIRMAN BADGER: I missed something. Are we calling it again?

ATTORNEY BARGE-MILES: No, they asked for -- someone asked for a quorum call.

CHAIRMAN BADGER: Oh, a quorum call, okay.

TRUSTEE TURNBULL: We had six to four.

TRUSTEE WHITE: You had ten votes, right?

ATTORNEY BARGE-MILES: Do you want me to --

TRUSTEE GILZEAN: Yes, can you please move forward with the quorum call?

TRUSTEE MONTGOMERY: You can't dismiss the call for a quorum. I mean it's not debatable
either. It's not up for discussion.

ATTORNEY BARGE-MILES: Trustee Badger.

CHAIRMAN BADGER: Here.

ATTORNEY BARGE-MILES: Trustee Gilzean.

TRUSTEE GILZEAN: Here.

ATTORNEY BARGE-MILES: Trustee Lawson.

TRUSTEE LAWSON: Here.

ATTORNEY BARGE-MILES: Trustee McWilliams.

TRUSTEE McWILLIAMS: Here.

ATTORNEY BARGE-MILES: Trustee Montgomery.

(NO RESPONSE).

ATTORNEY BARGE-MILES: Trustee Montgomery.

(NO RESPONSE).

ATTORNEY BARGE-MILES: Trustee Moore.

(NO RESPONSE).

ATTORNEY BARGE-MILES: Trustee Moore.

(NO RESPONSE).

ATTORNEY BARGE-MILES: Trustee Persaud.

TRUSTEE PERSAUD: Here.

ATTORNEY BARGE-MILES: Trustee Shannon.

TRUSTEE SHANNON: Here.

ATTORNEY BARGE-MILES: Trustee Siders.

TRUSTEE SIDERS: Here.

ATTORNEY BARGE-MILES: Trustee Turnbull.

TRUSTEE TURNBULL: Here.
ATTORNEY BARGE-MILES: Trustee Warren.

TRUSTEE WARREN: Here.

ATTORNEY BARGE-MILES: Trustee White.

TRUSTEE WHITE: Here.

CHAIRMAN BADGER: We have a quorum.

ATTORNEY BARGE-MILES: You have a quorum.

CHAIRMAN BADGER: Thank you.

ATTORNEY BARGE-MILES: Ten present.

TRUSTEE TURNBULL: Mr. Chairman, I don't want to sound -- Mr. Chairman, Trustee Turnbull. I don't want to sound contentious, but we did agree that any items relating to the contract would be presented 72 hours after our last meeting so that they could be in writing and be before us, and I just caution that we're now starting to bring up new items and that we just be very cautious about that because we did have an agreement. Thank you.

CHAIRMAN BADGER: That's true. That is true.

TRUSTEE SIDERS: And I echo those sentiments.

Thank you, Trustee Turnbull.

CHAIRMAN BADGER: And thank you for bringing it to my attention too.

TRUSTEE WARREN: Mr. Chair, this is Trustee Warren.

CHAIRMAN BADGER: Trustee Warren.
TRUSTEE WARREN: Yes, I just wanted to caution you, I'm going to have to check out. I'm traveling. I'll have to -- I'm on my way to the airport.

CHAIRMAN BADGER: Okay. We wish you well.

TRUSTEE WARREN: All right, thank you.

CHAIRMAN BADGER: Attorney McKnight.

ATTORNEY McKNIGHT: Turning your attention to Subparagraph (c) in 11.2, Termination Without Cause, you have two edits. The first edit comes from Trustee Montgomery, and then you have a line that says or alternate; and the language reflected underneath that phrase is from Trustee Moore.

Basically, Trustee Montgomery's clarification is that any lump-sum severance will be paid at the conclusion of a 20-week period beginning after Doctor Mangum's term as President ends.

Trustee Moore's clarifying edits would say that she would be entitled to receive a -- receive equal monthly installments of a severance pay which will total the maximum amount afforded by Florida Statutes.

TRUSTEE MONTGOMERY: Mr. Chairman, with regards to my amendment, whatever the pleasure of the Board is, either way I'm fine. I just
wanted -- I just ask for clarifying language, and
so Doctor Mangum would know how she was getting
paid.

CHAIRMAN BADGER: Okay. You've heard the
motion.

ATTORNEY McKNIGHT: Well, there is not a
motion.

ATTORNEY BARGE-MILES: There is not a motion.

CHAIRMAN BADGER: Is there a motion? McKnight
can't make the motion. Is there a motion?

UNIDENTIFIED VOICE: So move.

TRUSTEE MONTGOMERY: Second.

CHAIRMAN BADGER: Motioned and seconded --

ATTORNEY McKNIGHT: Wait a minute. What is
the motion? Because there are two competing edits.

TRUSTEE MONTGOMERY: Mr. Chairman, I think it
would be appropriate to see what the pleasure of
the Board was with regard to do you pay over the
20-week period, every month, or do you just do a
lump sum? Whatever the answer is, go with that.

CHAIRMAN BADGER: Okay. What's the pleasure
of the Board?

TRUSTEE TURNBULL: I would move that lump sum,
I think that's simpler.

CHAIRMAN BADGER: Is there a second?
TRUSTEE WHITE: Second.

CHAIRMAN BADGER: Did I hear a second?

TRUSTEE WHITE: Second, Trustee White.

CHAIRMAN BADGER: Okay. Motioned by Trustee Turnbull; seconded by Trustee White. Discussion?

(NO RESPONSE).

CHAIRMAN BADGER: Hearing none, those in favor of the motion, let it be known by the sign aye.

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposed, the same sign.

(NO RESPONSE).

CHAIRMAN BADGER: Hearing none, the motion passes.

ATTORNEY McKNIGHT: 12.0, Resignation. A sentence has been added to the effect: In the event of discovery of conduct determined by the Board to be consistent with Paragraph 11.1(a), (b), (c), or (d) that occurred prior to resignation, termination, or natural expiration of this agreement, Doctor Mangum shall not be entitled to any further compensation or benefits.

CHAIRMAN BADGER: Is there a motion?

TRUSTEE MONTGOMERY: I move adoption of the amended language.
CHAIRMAN BADGER: Is there a second?

TRUSTEE GILZEAN: Second.

CHAIRMAN BADGER: Motioned and seconded.

Those in favor, let it be known by the sign aye.

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposed, the same sign.

(NO RESPONSE).

CHAIRMAN BADGER: Motion passes.

ATTORNEY McKNIGHT: 13.1, Sabbatical, Paragraph (c) -- would delete Paragraph (c) in its entirety, which would allow for Doctor Mangum, to the extent that she resigns as President, to be afforded a sabbatical as set forth in 11.2.

CHAIRMAN BADGER: Is there a motion?

TRUSTEE WARREN: I'm sorry, could you repeat that?

ATTORNEY McKNIGHT: Yes.

TRUSTEE MONTGOMERY: I'll make the motion. The motion was to -- I'll make a motion to strike 13.1 (c). It is: A resignation as set forth in Paragraph 12.0. So the motion is to strike 13.1 (c).

CHAIRMAN BADGER: And what does 13.1 (c) read clearly? I mean what was it that has been removed?

ATTORNEY McKNIGHT: A resignation as set forth
in paragraph 12.0.

CHAIRMAN BADGER: Okay.

TRUSTEE GILZEAN: What it seeks to do is clarify in the event -- if Doctor Mangum came on board -- according to this contract, she can come on Board, three months later -- not that she'd do it, but it's possible. She could come on board, after three months decide she doesn't want to do this any more. She gets to remain another 90 days with full pay and benefits, and then with Section (c) -- Attorney McKnight, please verify that I'm saying this correctly. According to this provision, she would then be entitled to a full year with full benefits. She could work three months and then get two years -- at her pleasure, she can decide she doesn't want to be at FAMU any more and we still have to give her a paid year with her benefits as if she was still President, at any time, for any reason.

TRUSTEE WARREN: Because the Board agreed to 11.2 (b).

CHAIRMAN BADGER: Is that the correct interpretation?

ATTORNEY McKNIGHT: Under that factual scenario, yes.
CHAIRMAN BADGER: Okay.

TRUSTEE GILZEAN: Bingo.

TRUSTEE MONTGOMERY: So I move that we strike 13.1 (c).

TRUSTEE GILZEAN: Second.

CHAIRMAN BADGER: Those in favor of the motion, let it be known by the sign aye. (AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposed, the same sign.

TRUSTEE TURNBULL: No.

TRUSTEE WHITE: No.

CHAIRMAN BADGER: I hear two nos. The motion passes.

ATTORNEY BARGE-MILES: Who were the two nos?

TRUSTEE TURNBULL: Turnbull.

CHAIRMAN BADGER: Turnbull and Lawson.

TRUSTEE WHITE: No, White.

CHAIRMAN BADGER: Turnbull and White.

ATTORNEY McKNIGHT: Okay. Turning to 13.2, Post-Presidency Faculty Position. The first edit would reduce the base salary equal to 75% rather than 90% of her final base salary as President during the first year of the post-presidency faculty position.

CHAIRMAN BADGER: Is there a motion?
TRUSTEE PERSAUD: Mr. Chairman.

CHAIRMAN BADGER: Can we put it on the floor first and then --

TRUSTEE PERSAUD: Okay. I move that the salary remain as negotiated.

CHAIRMAN BADGER: Okay.

TRUSTEE MONTGOMERY: That wasn't the purpose --

CHAIRMAN BADGER: The motion --

TRUSTEE MONTGOMERY: I'll invoke the rule. The point of being able to present this was to present the changes, and so the opportunity of the one who presented it to say, well, we're going to go with what we had, doesn't provide an opportunity to present a potential amendment. If you're saying, oh, we're not going to present -- to take the posture that we're not going to -- that we're going to allow a motion that says we're not going to allow the proposed change would defeat the whole purpose of our call.

So I'd ask for the opportunity to present a motion, you can vote it down, but that was the whole point of this call; otherwise we didn't have to have the call. Somebody could have voted to keep the former contract in its entirety, and then
we could have voted and went home, so that's the point. So his motion is actually out of order.

CHAIRMAN BADGER: The motion doesn't have a second yet, and -- is there a motion to accept or to deny it?

TRUSTEE PERSAUD: What is the motion, Mr. Chair? Since Montgomery seems to have a different interpretation than what I'm thinking here right now. Can he explain?

CHAIRMAN BADGER: Can you --

TRUSTEE MONTGOMERY: I believe that motion died for lack of a second. My motion would be for the second sentence in 13.2: During the first year of her post-presidency faculty position, she shall receive a base salary equal to 75% of her final base salary as President. That's my motion.

TRUSTEE PERSAUD: Okay. Thanks.

CHAIRMAN BADGER: Is there a second for his motion?

TRUSTEE McWILLIAMS: Second.

CHAIRMAN BADGER: It's motioned and seconded. Is there a discussion?

TRUSTEE MONTGOMERY: Mr. Chairman, to clarify, as author of the amendment, I'd like to briefly clarify the motion.
CHAIRMAN BADGER: Okay. Well, let me -- someone was ahead of you. I heard them yelling in the background.

TRUSTEE GILZEAN: Yes, I just had a quick question, and it's really for Doctor Persaud since he represents the faculty.

How does the faculty feel about this, knowing that there are previous Presidents on payroll getting paid way more, probably two or three times more than what they're actually making, doing probably similar, if not even close, to what they're doing?

TRUSTEE PERSAUD: Well, the faculty have always been fighting for pay equity, and we don't have that. And in this whole process, there are many things that are not taken into consideration when we look at other contracts.

And this is saying that for the first year -- that after the first year post-presidency, what I'm concerned about is was this 90% negotiated at the time and whether it was agreed on. Because right now, if when you're talking with faculty negotiation, I will tell you right now that administration is not negotiating with faculty and refuse to negotiate with faculty, so that's a moot
point from the faculty perspective.

All I was trying to find out right now: Was this 90% negotiated in the original contract? The Chairman can probably answer.

CHAIRMAN BADGER: 90% negotiated, all right.

TRUSTEE PERSAUD: Okay.

CHAIRMAN BADGER: And the recommended change is 75%.

TRUSTEE McWILLIAMS: Mr. Chair.

TRUSTEE MONTGOMERY: I have to speak, Mr. Chairman, a second on that.

CHAIRMAN BADGER: Okay.

TRUSTEE McWILLIAMS: I had a --

CHAIRMAN BADGER: Trustee Montgomery.

TRUSTEE MONTGOMERY: The clarification for this is instead of being at $382,000, this would reduce it to $318,000 in that second year. So you get the three years with a $550,000 package, you get the next year with the same $550,000 package guaranteed in the event that it's not renewed; and in that fifth year, you're only reducing the base salary by 10%, down to 382,000. By going 75, I propose that it drops down to $318,000.

It's still what would be her base salary as a member of the faculty in the second year after the
end of her presidency. $318,000 is a reasonable amount for anyone serving in a professor's position on campus as a post president, and I encourage you to support the amendment to drop it to 75.

TRUSTEE PERSAUD: Mr. Chairman.

TRUSTEE McWILLIAMS: Mr. Chairman.

CHAIRMAN BADGER: McWilliams.

TRUSTEE McWILLIAMS: Yeah, Mr. Chairman. I would just like to say that if 75% still puts the former president over $300,000, that's a big sum for someone who will probably teach one class and not do very much else. What we have seen in the past is what we're going to get here.

That's -- I don't think we need to de-incentivize the presidency itself. I mean if you're going to -- there is no reason to stay president and take all the bumps and bruises that come with that if you can stop being president and get a 100% and then 90% and on down the line and make $300,000 forever. So I think it's a good proposal, and it's a reasonable proposal.

TRUSTEE PERSAUD: Mr. Chairman.

CHAIRMAN BADGER: Is there someone to speak after Trustee Persaud?

(NO RESPONSE).
CHAIRMAN BADGER: Okay. Trustee Persaud.

TRUSTEE PERSAUD: Mr. Chairman, I was wondering, what was the salary of Doctor Ammons once he stepped down? Was it at the 90% level of his salary?

And then the second thing is, I don't want to think that people are trying to correct in this contract something that they have previously voted on for other presidents. It appears to me that that's what's going on, but I'm -- you know, if that is the case, then we need to really seriously think of ourselves as decision makers here.

TRUSTEE GILZEAN: Mr. Chair.

CHAIRMAN BADGER: Okay. Now who is that? Is that Trustee Alston?

ATTORNEY BARGE-MILES: I believe that was Gilzean.

CHAIRMAN BADGER: Gilzean.

TRUSTEE GILZEAN: Yes, sir. I make a friendly motion -- or I should say an amendment to the motion, where instead of it being a percentage of the amount, I think just -- and to be equitable knowing that we have tons of outstanding professors who are on campus teaching our students day in, day out, and have probably spent multiple years
there in the trenches, I think we come up with a fixed number and stick with that. I don't think we base it on the President, regardless if it's her or not; we base it on a percentage.

I would make the friendly motion that the number -- and I don't know what the actual amount is, but I would say let's find out -- I want to know what the highest paid professor is. I think if we continue to perpetuate that cycle, then we'll continue to do that going forward.

I would say, you know, if Trustee Persaud has always said, hey, my salary is only 60 something thousand and he's been on campus for God knows how long in the trenches teaching, I say we give a number of 75,000, and then that's it. And then we don't argue about the percentage of the final base salary. That's what I recommend.

Because at the end of the day, this fund, as we heard earlier, comes out of E & G, which are taxpayers money, which is on the base -- which is also on the backs of students, right? So I make a friendly amendment that we take out percentages and make it a flat amount of $75,000.

CHAIRMAN BADGER: Is there a second?

TRUSTEE SIDERS: Second.
CHAIRMAN BADGER: I hear a second from?

TRUSTEE SIDERS: That's Siders.

CHAIRMAN BADGER: Okay. Seconded by Trustee Siders. It's a friendly amendment. Is there a discussion?

ATTORNEY BARGE-MILES: What's the friendly amendment itself?

TRUSTEE MONTGOMERY: It's not a substitute; it's an amendment, so you have to ask, do I accept the amendment.

CHAIRMAN BADGER: Do you accept the friendly amendment?

TRUSTEE MONTGOMERY: No.

CHAIRMAN BADGER: Okay.

TRUSTEE MONTGOMERY: I withdraw my motion.

CHAIRMAN BADGER: And you withdraw your motion?

TRUSTEE MONTGOMERY: Yes.

CHAIRMAN BADGER: Okay.

TRUSTEE MONTGOMERY: If he chooses to make a motion now, so be it.

TRUSTEE TURNBULL: Mr. Chair, I will move the language as proposed relating to reducing the base salary from 90% to 75%.

TRUSTEE LAWSON: Second.
CHAIRMAN BADGER: It's motioned and seconded. Is there a discussion?

TRUSTEE GILZEAN: Yes. Just out of clarification, we're still saying that we would want to compensate the President once her presidency is over, that she will get something in the ballpark around 300 plus thousand dollars a year; is that correct?

TRUSTEE SHANNON: Yes.

CHAIRMAN BADGER: That's correct.

TRUSTEE GILZEAN: Okay.

CHAIRMAN BADGER: Whatever 75% is.

TRUSTEE GILZEAN: Versus, versus the -- okay. I won't argue. If you guys think that that's best, and knowing that it's not Foundation dollars but it's coming from the backs of students and from the back of taxpayers, if the Board feels that way, as long as the transcript reflects that, that's all you've got.

CHAIRMAN BADGER: Okay. Those in favor of the motion, let it be known by the sign aye.

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposed, the same sign.

TRUSTEE GILZEAN: No.

CHAIRMAN BADGER: Opposes?
(NO RESPONSE).

CHAIRMAN BADGER: Nobody opposed?

ATTORNEY BARGE-MILES: I think --

TRUSTEE LAWSON: I heard one.

CHAIRMAN BADGER: Well, I need for the record to know who that person was.

ATTORNEY BARGE-MILES: That was Trustee Gilzean I believe.

CHAIRMAN BADGER: Trustee Gilzean. Okay, the motion passes.

TRUSTEE SIDERS: Mr. Chairman, this is Trustee Siders.

CHAIRMAN BADGER: Trustee Siders, that motion has passed.

TRUSTEE SIDERS: No, I'm aware --

CHAIRMAN BADGER: Okay. Trustee Siders.

TRUSTEE SIDERS: It looks like that we don't have any more edits, the Board has had an opportunity to navigate for a while now through the contract. If there aren't any more suggestions, I would move that this Board approve Doctor Mangum's contract with all --

ATTORNEY McKNIGHT: Wait a minute, Trustee Siders, we've still got at least two more edits to go.
TRUSTEE SIDERS: Oh, okay. Well, I'll go ahead and repeat my motion at that point.

ATTORNEY McKNIGHT: Okay. In 13.2, in the last sentence of that first paragraph: After the first year of her post-presidency faculty position, Doctor Mangum shall receive a base salary equal to that of the Dean of the College of Education.

That edit is from Trustee Montgomery which eliminates the highest paid professor language that was there initially. Another edit that came in from Trustee Warren was that it should be the highest paid professor of the University.

So there are competing edits for the Board to consider and resolve.

TRUSTEE MONTGOMERY: I'd move that the language with the change adding the salary equal to the Dean of the College of Education be presented as substitute -- be presented as the language here, Mr. Chairman. I can read the entire thing if you like as a motion.

CHAIRMAN BADGER: For clarity -- I'm clear with it, but you can do it for clarity.

TRUSTEE MONTGOMERY: My proposed motion language is: After the first year of her post-presidency faculty position, Doctor Mangum
shall receive a base salary equal to that of the Dean of the College of Education.

TRUSTEE GILZEAN: Mr. Chair.

CHAIRMAN BADGER: Is there a second?

TRUSTEE McWILLIAMS: Second.

TRUSTEE GILZEAN: Discussion purposes.

CHAIRMAN BADGER: There's a motion and a second. Is there discussion?

TRUSTEE PERSAUD: Yes, Mr. Chair.

TRUSTEE GILZEAN: What is the amount that the Dean of the College of Education is making now?

CHAIRMAN BADGER: I needed to recognize you. I want to recognize you the next time because we kind of jump -- okay, but go ahead. What is the Dean of the College of Education making now?

VICE PRESIDENT WRIGHT: Approximately 160,000.

CHAIRMAN BADGER: About $160,000.

TRUSTEE PERSAUD: Mr. Chair.

CHAIRMAN BADGER: Trustee Persaud.

TRUSTEE PERSAUD: Let us not forget when you -- I would not support the amendment because let us not forget that many members of this Board voted on the revised Ammons contract, and then they voted on Doctor Robinson's contract; and if you check Doctor Robinson's contract, he will walk away
with $200,000 a year.

This is more than what President Mangum would walk away in terms of -- so I would not support this because here we are, just a year ago we voted for someone to, once that person leaves office, to receive $200,000 and a professorship. What do they call it? So I cannot support that change.

Distinguished professorship and 200,000 a year.

TRUSTEE MONTGOMERY: Montgomery, Mr. Chairman.

CHAIRMAN BADGER: Yes, sir.

TRUSTEE MONTGOMERY: I'd like to go on record saying that after a successful initial period at FAMU, I'd be open and likely supportive of a change that could potentially raise that amount, but at this juncture, and the reason for this is she's being -- my understanding that by this contract, she's being granted a tenured professorship in the College of Education. And given the work that the faculty and the staff have done, the deans and those folks, I thought it would be appropriate -- it would be inappropriate for her to make less than those in the college, but the equivalent of what the dean of that college made; and that was the purpose behind this.

I think we should give some time in the
position before we put ourselves in a position where we're giving away hundreds of thousands of dollars for what could at some point be presumed as nonperformance. If the performance is well, one of the ways that we can benefit or we can extend a renewal is by increasing the amount or changing this to a highest paid professor; but if you start out this way, it's to reward performance that we have not seen. Thank you.

CHAIRMAN BADGER: Okay. Question on the motion.

(NO RESPONSE).

CHAIRMAN BADGER: Read the motion back. You made the motion, Trustee Montgomery. Will you make it back for the record, please?

TRUSTEE MONTGOMERY: I move the language after the first year of her post-presidency faculty position, Doctor Mangum shall receive a base salary equal to that of the Dean of the College of Education.

CHAIRMAN BADGER: You've heard the motion. Those in favor of the motion, let it be known by the sign aye.

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Those -- okay, opposed.
(NEGATIVE INDICATIONS).

CHAIRMAN BADGER: Roll call.

ATTORNEY BARGE-MILES: Trustee Alston.
(NO RESPONSE).

ATTORNEY BARGE-MILES: Trustee Badger.

CHAIRMAN BADGER: No.

ATTORNEY BARGE-MILES: Trustee Gilzean.

TRUSTEE GILZEAN: Yes.

ATTORNEY BARGE-MILES: Trustee Lawson.

TRUSTEE LAWSON: Yes.

ATTORNEY BARGE-MILES: Trustee McWilliams.

TRUSTEE McWILLIAMS: Yes.

ATTORNEY BARGE-MILES: Trustee Montgomery.

TRUSTEE MONTGOMERY: Yes.

ATTORNEY BARGE-MILES: Trustee Moore.
(NO RESPONSE).

ATTORNEY BARGE-MILES: Trustee Moore.
(NO RESPONSE).

ATTORNEY BARGE-MILES: Trustee Persaud.

TRUSTEE PERSAUD: No.

ATTORNEY BARGE-MILES: Trustee Shannon.

TRUSTEE SHANNON: No.

ATTORNEY BARGE-MILES: Trustee Siders.

TRUSTEE SIDERS: No.

ATTORNEY BARGE-MILES: Trustee Turnbull.
TRUSTEE TURNBULL: No.

ATTORNEY BARGE-MILES: Trustee Warren. (NO RESPONSE).

ATTORNEY BARGE-MILES: Trustee White.

TRUSTEE WHITE: No.

ATTORNEY BARGE-MILES: Four yeses, six nos.

CHAIRMAN BADGER: Okay. So that motion died. Is there a motion incumbent in that?

ATTORNEY McKNIGHT: Okay. The final edit.

TRUSTEE GILZEAN: Wait, wait, wait.

TRUSTEE SIDERS: Wait, we didn't finish that. So where are we on the highest paid professor?

TRUSTEE GILZEAN: So basically that's what happens, right, she'll get to be the highest --

ATTORNEY BARGE-MILES: Yes, highest paid professor of the University. It reverts back to --

TRUSTEE SIDERS: Does it default to that because that was the original language?

ATTORNEY BARGE-MILES: Yes.

TRUSTEE SIDERS: Okay.

TRUSTEE GILZEAN: Wow, wow.

ATTORNEY McKNIGHT: Okay. The last edit that I have is on Page 11 of 11 and having a witness signature line for Doctor Mangum.

TRUSTEE LAWSON: I'm sorry, Attorney McKnight,
where are you again?

ATTORNEY McKNIGHT: Page 11 of 11.

TRUSTEE LAWSON: Okay.

TRUSTEE ALSTON: Mr. Chairman.

CHAIRMAN BADGER: Trustee Alston.

TRUSTEE ALSTON: I'm sorry, I just got back on
again. The operator said there is a motion on the
floor?

CHAIRMAN BADGER: The motion -- the motion
just passed.

TRUSTEE ALSTON: Okay.

ATTORNEY BARGE-MILES: Failed, it failed.

CHAIRMAN BADGER: The motion was denied. The
motion failed that was on the floor.

TRUSTEE TURNBULL: Mr. Chairman.

TRUSTEE WHITE: Attorney McKnight, what's
the --

TRUSTEE TURNBULL: -- we have a witness? Is
there some reason we wouldn't have confidence that
the contract is signed by her?

CHAIRMAN BADGER: I have some input to that,
but my preference is to hear --

TRUSTEE TURNBULL: Who recommended it?

TRUSTEE MONTGOMERY: I did.

CHAIRMAN BADGER: Who made the recommendation?
TRUSTEE MONTGOMERY: I did. It's a legal -- I simply asked for a witness. If y'all don't want it to be there, that's fine. I don't know why we're debating it, but it is what it is. Have a witness there who witnessed the execution between the two. If something comes up, legally there was a witness, everybody is okay. It's pretty simple, pretty straightforward.

CHAIRMAN BADGER: Okay. So the motion is -- we need to vote on whether or not we want to include witness on the signatures -- if we want to include a witness to witness the signatures on the contract.

TRUSTEE TURNBULL: Yes, Mr. Chairman, that would be a witness for your signature also, I think as a friendly amendment. We don't want it to appear that we mistrust her. It's just a matter of form.

TRUSTEE MONTGOMERY: It's all a matter of form, yes, it is.

CHAIRMAN BADGER: All right. Those in favor of including a witness, let it be known by the sign of aye.

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposed, the same sign.
(NO RESPONSE).

CHAIRMAN BADGER: The motion passes.

ATTORNEY McKNIGHT: That completes the edits based upon what I received, Chairman.

CHAIRMAN BADGER: Okay. Thank you.

TRUSTEE SIDERS: Mr. Chairman.

CHAIRMAN BADGER: Yes, sir.

TRUSTEE SIDERS: Again, this is Trustee Siders.

CHAIRMAN BADGER: Yes.

TRUSTEE SIDERS: Okay. I hope after navigating through this contract once again that our hearts and minds are clear. If not, it will be indicated in the motion. But I move that this Florida A & M University Board of Trustees accept the contract of Doctor Elmira Mangum with all of said Board-approved amendments.

CHAIRMAN BADGER: You've heard the motion.

TRUSTEE ALSTON: Second, Trustee Alston.

CHAIRMAN BADGER: Motioned and seconded. Those in favor, let it be known by the sign of aye.

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposed?

(NO RESPONSE).

CHAIRMAN BADGER: Hearing none, the motion
passes.

TRUSTEE GILZEAN: Mr. Chair, could you give us the next step?

CHAIRMAN BADGER: The next step on the contract?

TRUSTEE GILZEAN: What is the process? Can you give us the process of what will occur now that we got through this?

CHAIRMAN BADGER: We will have to present with our changes to Doctor Mangum, and Doctor Mangum will either have to accept them, reject them, or send back some suggestions. We're going back and forth now.

We will have to give it back to her with changes. If she accepts it as is, we'll sign off on the contract and it's done. If she does not accept it, I'll have to bring it back to you and tell you that she did not accept it.

The one that she had accepted is the one that we began the challenges on, okay? And now that that's altered, she'll have to accept this new one.

TRUSTEE GILZEAN: Okay.

CHAIRMAN BADGER: Okay? Now if there's nothing else to come before this Board, this
meeting is adjourned.

(WHEREUPON, THE MEETING WAS ADJOURNED).

*     *     *     *
CERTIFICATE

STATE OF FLORIDA  )
COUNTY OF LEON    )

I, NANCY S. METZKE, RPR, FPR, certify that I was authorized to and did stenographically report the foregoing proceedings and that the transcript is a true and complete record of my stenographic notes.

DATED this 10th day of February, 2014.

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NANCY S. METZKE, RPR, FPR
Court Reporter
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