

**FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY BOARD OF TRUSTEES
TALLAHASSEE, FLORIDA 32307
EMPLOYMENT AGREEMENT FOR DR. ELMIRA MANGUM**

This Employment Agreement (hereinafter referred to as "Agreement"), which shall be effective as of April 1, 2014, is entered into by and between the Florida Agricultural and Mechanical University Board of Trustees (hereinafter referred to as "Board"), a public body corporate of the State of Florida, Tallahassee, Florida 32307, and Dr. Elmira Mangum (hereinafter referred to as "Dr. Mangum").

RECITALS

WHEREAS, the Board has the authority to select a President of Florida Agricultural and Mechanical University (hereinafter referred to as "FAMU" or "University"); and

WHEREAS, the Board selected Dr. Mangum on January 9, 2014, to be the President of the University subject to final confirmation by the Florida Board of Governors; and

WHEREAS, the Board wishes to employ Dr. Mangum as President, and Dr. Mangum wishes to serve as President and be its employee, subject to the terms and conditions of this Agreement; and

WHEREAS, the Board and Dr. Mangum desire to set forth their respective rights and obligations in this Agreement; and

WHEREAS, this Agreement has been duly approved and its execution has been duly authorized by the Board; and

NOW, THEREFORE, in consideration of mutual promises, covenants, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board and Dr. Mangum (hereinafter referred to as "Parties") agree as follows:

1.0 Appointment:

The Board appoints and employs Dr. Mangum as President of the University and Chief Executive Officer of the University as well as Corporate Secretary for the Board (hereinafter referred to as "President") subject to this Agreement. Dr. Mangum hereby accepts such appointment and employment on the terms and conditions set forth in this Agreement, and further understands that her employment as President is conditioned upon final confirmation by the Florida Board of Governors.

The performance of any financial obligations by the Board under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the Florida legislature for current and future periods.

2.0 Term:

The Board shall employ Dr. Mangum for a term of three (3) years commencing on April 1, 2014, unless otherwise terminated as provided herein. With documented proof of achievement of specific goals and objectives as set forth by the Board, the term of this employment may be renewed or extended for an

additional term of not less than three (3) years by a majority vote of the Board and the written consent of Dr. Mangum. Dr. Mangum and the Board's representative shall confer by no later than June 30, 2016 regarding the renewal or extension of this Agreement and if such renewal or extension does not occur, the Parties agree to allow the natural expiration of the term of the Agreement regarding Dr. Mangum's service as President.

3.0 Powers and Duties:

As President, Dr. Mangum shall perform all duties required subject to the U.S. and Florida Constitutions and Laws as constitutionally permissible, and the regulations, policies and procedures of the Florida Board of Governors and FAMU Board of Trustees, as now existing or hereafter promulgated. Those duties include, but are not limited to oversight of the general operations of the University including educational leadership; faculty and community relations; long-range strategic planning; budget formulation; supervision of the University's buildings, grounds and equipment; administration of the affairs of the University consistent with documented Board policy; student recruitment and services; fund raising, development, public relations and alumni affairs; recruitment of personnel; appointment, promotion and dismissal of all faculty and staff; crisis management; anti-hazing; and such other duties as mutually agreed upon by Dr. Mangum and the Board.

During her presidency, Dr. Mangum shall place particular emphasis on and devote ample time to the strategic leadership of the University's fund raising strategy. This shall include, but shall not be limited to annual establishment and successful achievement of operational goals as mutually agreed upon by Dr. Mangum and the Board.

4.0 Compensation:

As compensation for the services to be performed under this Agreement, Dr. Mangum shall be paid an initial annual base salary of \$425,000. Any amount of the aforementioned annual base salary in excess of the amount authorized by the Florida Legislature shall be paid by the Florida A&M University Foundation, Inc. ("FAMU Foundation") or other available sources. This annual base salary shall be payable according to the pay plan for Executive Service employees at the University, with appropriate deductions for taxes and benefits. The President's salary shall be reviewed annually and may be increased, but not decreased, at the discretion of the Board. Such annual salary review will be accomplished in conjunction with the Board's evaluation of performance as provided for in paragraph 5.0 of this Agreement.

5.0 Goal Setting, Evaluation, and Bonuses:

- 5.1 Goal Setting:** On or before May 1, 2014, and on or before each May 1 thereafter, Dr. Mangum shall provide to the Board Chair a list of proposed goals and objectives for the twelve (12) month period beginning on July 1. The Board or a Committee of the Board and Dr. Mangum shall agree upon finalized goals and objectives for that twelve (12) month period prior to July 1 of each year.
- 5.2 Evaluation:** On or before June 1, 2015, and no later than each June 1 thereafter, Dr. Mangum shall initiate the evaluation process on such approved goal and objectives for the previous rating period by submitting to the Board a self-appraisal of said period's performance. The appraisal shall address performance related to each of the goals and objective agreed upon for said period's performance.

Commencing July 1 and concluding not later than September 30 of each year, the Board shall evaluate Dr. Mangum's performance based on her achievement of the mutually agreed upon specified goals and objectives and such other criteria as the Board deems appropriate.

- 5.3 Performance Bonuses:** Based upon her achievement of specific annual goals and objectives which have been mutually agreed upon in writing by Dr. Mangum and the Board, Dr. Mangum may be eligible to receive an annual performance bonus not to exceed ten percent (10%) of the annual base salary, as provided for in subparagraph 4.0, contingent upon the availability of funds from the FAMU Foundation.

At its first meeting after September 30 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 sixty (60) days.

6.0 Other Compensation and Benefits:

The Board authorizes the FAMU Foundation to provide Dr. Mangum with the following additional compensation and benefits:

- 6.1 Annuity:** An annuity in the amount of fifteen percent (15%) of Dr. Mangum's annual base salary.

- 6.2 Housing:** For the benefit and convenience of the University and as a term and condition of her employment as President of the University, Dr. Mangum shall reside in the on-campus building designated as the President's residence, on a rent-free basis. The University shall pay for all maintenance and operating expenses, including grounds keeping, general maintenance, housekeeping, and all utilities including telephone, cable, Internet, electric, gas and water. The University shall be responsible for any real estate tax liabilities. Dr. Mangum shall maintain insurance for any personal property of her family maintained at the residence. Dr. Mangum shall obtain prior approval from the Board (or its designee) for any capital improvements or repairs to the home or its grounds which have a project cost over \$10,000. The Board's designee and Dr. Mangum shall meet prior to her employment to review and assess refurbishments needed for the home, which the University shall arrange for completion prior to Dr. Mangum's occupancy of the residence.

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. The University and Dr. Mangum shall coordinate on the hosting of said events at the President's residence. All costs associated with such events shall be paid by the University or the FAMU Foundation, as appropriate.

Dr. Mangum and her family shall vacate the President's residence no later than thirty (30) days following the effective date of termination or expiration of this Agreement (including all renewals and extensions). In the event of termination of Dr. Mangum's

employment due to her death or disability, any members of her family who lived in the President's residence immediately prior thereto may continue to live in the residence for up to ninety (90) days following such termination.

If the University fails at any period to make the President's residence ready for occupancy by Dr. Mangum at any time beginning April 1, 2014, she will receive a housing allowance of \$3,000 per month for such period.

6.3 Automobile: The University will provide Dr. Mangum with an automobile for her exclusive use.

6.4 Club Memberships: To further enable Dr. Mangum to carry out her duties pursuant to this Agreement, payment of the annual fees and dues for membership in the Governor's Club and a Tallahassee area country club.

7.0 Other Benefits:

7.1 Relocation Expenses: The University shall pay Dr. Mangum's reasonable moving expenses incurred in moving Dr. Mangum and her family and their tangible personal property (including the packing and unpacking of such tangible personal property) from her current home in Ithaca, New York to the Tallahassee, Florida area.

7.2 FAMU-Related Business and Entertainment at Private Residence: For any period in which Dr. Mangum is residing in a private residence due to the unavailability of the University's residence for the President, Dr. Mangum's private residence may be used for FAMU related business and entertainment. The costs associated with such specific events, including but not limited to catering and cleaning, shall be paid by the University or FAMU Foundation on behalf of the University as appropriate. The University shall reimburse Dr. Mangum for any damage to her furnishings arising from the hosting of FAMU events, to the extent not covered by Dr. Mangum's homeowners insurance.

7.3 FAMU Business and Travel Expenses: The University shall reimburse Dr. Mangum for all reasonable FAMU related business and travel expenses including annual dues and membership fees for professional associations, meetings and entertainment. The Board may fulfill this obligation through the use of University funds or available funds within the FAMU Foundation as appropriate.

7.4 Technology Support: 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 Dr. Mangum a cellular phone/PDA device (including service plan) for use in her official duties consistent with state law and the Board's regulations, policies and procedures as now existing or hereafter promulgated.

7.5 Other Non-Compensation: The Board authorizes the FAMU Foundation to provide Dr. Mangum with other forms of non-salary compensation in its discretion subject to prior approval of the Board at the time of the annual budget approval for the FAMU Foundation. The President shall provide a report of all University-related non-salary compensation on or before June 1 of each year to the extent required by state regulation.

8.0 Standard Benefits:

Dr. Mangum shall be eligible to participate in all present and future benefits plans maintained by FAMU for Executive Service employees. Such benefits shall include, without limitation, health care, short-term and long-term disability, life insurance programs, retirement plans, deferred compensation plans, tax-deferred savings plans, flexible spending accounts, and annual and sick leave.

9.0 Participation on Corporate Boards and Other Outside Activities:

Dr. Mangum agrees to faithfully and diligently discharge all obligations under Agreement and to devote full-time attention and energies to her duties as set forth in this Agreement. The expenditure of reasonable amounts of time for personal or outside business, as well as charitable and professional development activities, shall be permitted in accordance with this paragraph, provided such activities do not interfere with the duties or services to be rendered under this Agreement, the Florida Code of Ethics, and applicable regulations, policies and procedures of the Board or the Florida Board of Governors as now existing or hereafter promulgated. Dr. Mangum shall not engage in any activity that conflicts with or is adverse to the best interests of FAMU.

9.1 Requirement of Prior Approval: With prior approval of the Board Chair and subject to the confirmation of the Board, Dr. Mangum may serve on the board of directors of for-profit or non-profit corporations. Any and all income earned by Dr. Mangum in connection with her service on such board of directors shall be paid to and retained by her, and such income or other compensation shall have no effect on the amount of salary, compensation and benefits she is otherwise entitled to receive hereunder.

10.0 Tenure:

Dr. Mangum shall be granted a tenured faculty appointment at the rank of Professor in the College of Education upon her appointment as President and shall be accorded all the rights and privileges afforded to such appointment. Dr. Mangum's faculty tenure and status shall be subject to the same Board regulations, policies and procedures available to other tenured faculty of the University.

Tenure status as a member of the University's faculty is separate and distinct from Dr. Mangum's role as President. Such tenure status is also governed by the collective bargaining agreement for the faculty and the Board's regulations, policies and procedures regarding tenure. However, such regulations, policies and procedures have no bearing on the appointment of Dr. Mangum as President.

11.0 Termination:

11.1 Termination for "Cause": The Board and Dr. Mangum agree that the Board may terminate this Agreement at any time for cause upon a majority vote of the full Board. For the purposes of this Agreement, "cause" shall be defined as conduct determined by a majority of the Board to be:

- (a) gross negligence or willful malfeasance in the performance of her duties that materially harms the University;

- (b) acts or omissions by Dr. Mangum that are undertaken or omitted knowingly and felonious or fraudulent and involve material dishonesty or moral turpitude;
- (c) formal indictment or charge of the President in a court of law with any felony, or any other crime involving misuse or misappropriation of University funds;
- (d) breach of any fiduciary duty with respect to the University; and
- (e) material or repeated failure 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.

Upon asserting an allegation of cause, the Board will notify Dr. Mangum of such allegation and provide her thirty (30) days to cure, if curable. In the event of termination for cause by the Board, Dr. Mangum's employment as President shall cease and she shall not be entitled to any further compensation or benefits as President.

11.2 Termination without Cause:

- (a) Upon a majority vote by the Board casting a vote in favor of termination without cause, the Board may terminate Dr. Mangum's employment as President effective not fewer than ninety (90) days after the date of such vote at any time during this Agreement. Within sixty (60) days after said vote for termination without cause, Dr. Mangum shall notify the Board in writing whether she intends to continue with the University with the rank of Tenured Professor in the College of Education. However, should a termination without cause occur, it will be the Board's option, regardless of the reason for termination and the amount of compensation due, to immediately relieve the President of her duties with pay for the required notice period.
- (b) If Dr. Mangum decides to continue with the University as a Tenured Professor, then upon the effective date of her termination as President, she shall be entitled to sabbatical benefits for the period of twelve (12) months equal to: (i) her annual base salary in effect at the time such a termination is effective; and (ii) health insurance benefits to the same extent as provided prior to said termination.
- (c) If Dr. Mangum declines to continue with the University as a Tenured Professor, she shall be entitled to receive a severance payment for a twenty (20) week period commencing immediately after her term as President ends equal to the maximum amount allowable pursuant to Section 215.425, Florida Statutes (2013), as may be deemed applicable and consistent with the provisions of Section 1012.975, Florida Statutes. The severance payment will be made in equal installments in accordance with the University's normal payroll cycle. In addition, Dr. Mangum shall be paid all accrued annual, sick, compensatory or administrative leave, and other sums which she is lawfully due. If Dr. Mangum gainfully obtains outside full-time employment during the twenty (20) week period, Dr. Mangum agrees to promptly notify the Board in writing and all remaining payments under this paragraph shall immediately cease.

11.3 Public Statement Regarding Termination: Upon the conclusion of Dr. Mangum's service as President for any reason other than for cause or death, the University and Dr. Mangum shall work in good faith towards a statement regarding the conclusion of her presidency. In the event of death or termination for Cause, the University will direct and control the issuance and content of any announcement, release or other statement to any third party, including employees and other members of the University community, as well as the press.

12.0 Resignation:

Dr. Mangum may terminate this Agreement at any time upon a minimum of ninety (90) days prior notice to the Board. Dr. Mangum's employment as President shall cease on the effective date of her resignation, and shall not be entitled to any further presidential compensation or benefits as President, except as set forth in the University's various benefit plans with respect to vesting and rights after termination of employment. Dr. Mangum may, at her election, assume active duties as a tenured member of the University's faculty.

13.0 Sabbatical and Post-Presidential Faculty Position:

13.1 Sabbatical: Dr. Mangum shall be entitled to the sabbatical benefits set forth in paragraph 11.2(b) if she elects to continue with the University as a Tenured Professor under the following circumstances:

- (a) the natural expiration of the term of this Agreement;
- (b) a termination without cause as set forth in paragraph 11.2; or
- (c) a resignation as set forth in paragraph 12.0; however, in the event that said resignation occurs before the beginning of the third year of this Agreement, the sabbatical shall be reduced to six (6) months.

13.2 Post-Presidency Faculty Position: At the conclusion of her sabbatical, Dr. Mangum shall continue to be employed by the Board as a Tenured Professor. During the first year of her post-presidency faculty position, she shall receive a base salary equal to ninety percent (90%) of her final base salary as President. After the first year of her post-presidency faculty position, Dr. Mangum shall receive a base salary equal to that of the highest paid professor of the University.

For the purposes of this paragraph, the definitions of "Tenured Professor" or "faculty position" shall not include senior executive, administrative or academic administrative positions of the University such as provost, vice president, associate or assistant vice president, dean, director, department chair or any other position at the University defined as "at will."

14.0 Dispute Resolution:

The Board and Dr. Mangum agree that if any dispute arises concerning this Agreement they will first attempt in good faith to resolve the dispute to their mutual satisfaction.

14.1 Mediation: If the Board and Dr. Mangum are unable to resolve their disputes informally, they both agree that any controversy or claim that either party may have against the other arising out of or relating to the construction, application or enforcement of this Agreement, as well as any controversy or claim based upon the alleged breach of any legal right relating to or arising from Dr. Mangum's employment and/or termination of her employment shall be submitted to non-binding mediation. Within fifteen (15) days after delivery of a written notice of request for mediation from one party to the other, the dispute shall be submitted to a single mediator chosen by the Parties in Tallahassee, Florida. The cost and fees with mediation shall be borne by the University. The Parties agree to pay their own attorney's fees and costs.

14.2 Arbitration: If mediation, as described in paragraph 14.1, is unsuccessful, the Board and Dr. Mangum agree that they will submit the dispute to confidential, binding arbitration before one arbitrator in Tallahassee, Florida, in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (hereinafter "AAA") then in effect. The AAA shall provide a list of three arbitrators who are National Academy of Arbitration members. Within ten (10) days of receipt thereof, each party shall strike one, Dr. Mangum shall strike first and notify the University of such choice within ten (10) days of marking of the list and the University shall strike last. Pursuant to the Rules, discovery may include depositions, interrogatories and document production. In any controversy between the University and Dr. Mangum involving the construction, application or enforcement of this Agreement, the arbitrator must base his/her decision upon the written contract and shall not have power to modify, add to or ignore terms of the Agreement. The written decision of the arbitrator shall be final and conclusive upon both Parties and may be entered in any court having jurisdiction thereof. Arbitrator compensation and administrative fees shall be paid by the University. The Parties agree to pay their own attorney's fees and costs.

To the extent permitted by law, both Parties will use their best efforts to keep any disputes and any efforts to resolve disputes confidential, involving only their respective legal counsel and other persons determined in good faith to have a need to know. To the extent permitted by law, they will also use their best efforts to ensure that such persons do not further disclose any such information. The Board and Dr. Mangum agree that no arbitrator may be an employee at the University or have any material personal or business relationship with the Board, University, or the FAMU Foundation.

15.0 Personal Contract:

The obligations and duties of Dr. Mangum shall be personal and not assignable or delegable in any manner whatsoever. This Agreement shall be binding upon the heirs, administrators, personal representatives, successors and assigns of both Parties.

16.0 Notice:

Unless and until changed by either party giving written notice to the other, the addresses below shall be the addresses to which all notices required or allowed by this Agreement shall be sent:

If to the University: Chair, FAMU Board of Trustees

Florida A&M University
Suite 400, Lee Hall
1601 South MLK Jr. Blvd.
Tallahassee, Florida 32307

With a copy to: Division of Legal Affairs
Florida A&M University
Suite 300, Lee Hall
1601 South MLK Jr. Blvd.
Tallahassee, Florida 32307

If to the President: Dr. Elmira Mangum
Office of the President
Florida A&M University
Suite 400, Lee Hall
1601 South MLK Jr. Blvd.
Tallahassee, Florida 32307

With a copy to: Raymond D. Cotton, Esq.
Mintz Levin Cohn Ferris Glovsky & Popeo, P.C.
701 Pennsylvania Avenue NW
Suite 900
Washington, DC 20004

17.0 Severability:

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability or any other provision of this Agreement and this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision is not contained herein.

18.0 Waiver:

Any party's failure to enforce strict performance of any covenant, term, condition, promise, agreement or undertaking set forth in this Agreement shall not be construed as a waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking set forth herein, or waiver or relinquishment of the same covenant, term, condition, promise, agreement or undertaking at any time in the future.

19.0 Counterparts:

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

20.0 No Trust Fund:

Nothing contained herein and no action taken pursuant to the provisions of this Agreement shall create or be construed to create a trust of any kind.

21.0 Confirmation Required:

This Agreement shall become effective only upon confirmation of Dr. Mangum's appointment as President by the Florida Board of Governors.

22.0 Governing Law:

This Agreement shall be construed and interpreted, and the rights of the parties determined in accordance with the U.S. and Florida Constitutions and Laws as constitutionally permissible, and the regulations, policies and procedures of the Florida Board of Governors and FAMU Board of Trustees, as now existing or hereafter promulgated. The Parties hereby agree to submit to the jurisdiction of Florida courts and federal courts located in Florida. Further, the Parties agree that proper venue for any suit concerning this Agreement shall be Leon County, Florida, or the Federal Northern District of Florida.

23.0 Entire Agreement and Modification:

This Agreement sets forth the entire agreement between the Parties and shall govern the respective duties and obligations of the Parties, superseding any other written or oral representations, statements, negotiations or agreements to the contrary. This Agreement may be modified or amended only by mutual written consent of the Parties.

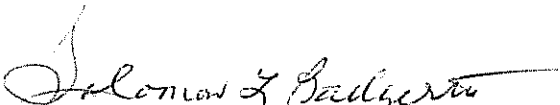
24.0 Public Disclosure:

The Parties acknowledge that this Agreement is subject to the Florida Public Records Law, Chapter 119, Florida Statutes, or other provisions, and may, therefore be subject to disclosure by and in the manner provided by law.

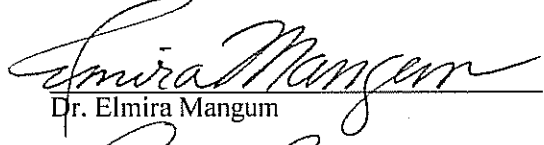
25.0 Headings and Miscellaneous:

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

IN WITNESS WHEREOF, Dr. Elmira Mangum and the authorized representative of the FAMU Board of Trustees have executed this Agreement on the day and year as provided below.

Executed By:  2/20/2014
Dr. Solomon L. Badger, III, Chairman Date
FAMU Board of Trustees

Witness:  Date 2/20/14

Appointment Accepted:  2/14/2014
Dr. Elmira Mangum Date

Witness:  Date 2/14/2014

26846899 v.4