FLORIDA A&M UNIVERSITY
TALLAHASSEE, FLORIDA

IN RE: BOARD OF TRUSTEES
EMERGENCY MEETING
TELEPHONE CONFERENCE

MEETING TAKEN: JANUARY 31, 2014

LOCATION: FLORIDA A&M UNIVERSITY
TALLAHASSEE, FLORIDA

TRANSCRIBED BY: YVONNE LAFLAMME, FPR
COURT REPORTER and
NOTARY PUBLIC

C & N REPORTERS
CERTIFIED PROFESSIONAL REPORTERS
P.O. BOX 3093
TALLAHASSEE, FLORIDA 32315
(850) 697-8314
APPEARANCES

CHAIRMAN SOLOMON BADGER
TRUSTEE MARJORIE TURNBULL
TRUSTEE NARAYAN PERSAUD
TRUSTEE ANTHONY SIDERS
TRUSTEE KIMBERLY MOORE
TRUSTEE KELVIN LAWSON
TRUSTEE RUFUS MONTGOMERY
TRUSTEE TORY ALSTON
TRUSTEE CLEVE WARREN
TRUSTEE KARL WHITE
TRUSTEE BELINDA SHANNON
TRUSTEE GLEN GILZEAN
TRUSTEE ANTHONY SIDERS

ATTORNEY LINDA BARGE-MILES

ON BEHALF OF FLORIDA A&M:

FAMU Office of General Counsel
AVERY D. McKNIGHT, ESQ.
300 Lee Hall
Tallahassee, FL 32358
CHAIRMAN BADGER: Good morning, again. I'm calling this meeting to order.

Attorney Barge-Miles, will you please call the roll?

ATTORNEY BARGE-MILES: Trustee Alston?

TRUSTEE ALSTON: Here.

ATTORNEY BARGE-MILES: Trustee Badger?

CHAIRMAN BADGER: Here.

ATTORNEY BARGE-MILES: Trustee Gilzean?

TRUSTEE GILZEAN: Present.

ATTORNEY BARGE-MILES: Trustee Lawson?

TRUSTEE LAWSON: Here.

ATTORNEY BARGE-MILES: Trustee McWilliams?

Trustee McWilliams?

Trustee Montgomery?

TRUSTEE MONTGOMERY: Here.

ATTORNEY BARGE-MILES: Trustee Moore?

TRUSTEE MOORE: Here.

TRUSTEE ALSTON: Trustee Persaud?

TRUSTEE PERSAUD: Here.

ATTORNEY BARGE-MILES: Trustee Shannon?
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: Thank you very much. The purpose of this conference call is to -- hello?
ATTORNEY BARGE-MILES: We're here.
CHAIRMAN BADGER: The purpose of this conference call is to approve the employment contract for Dr. Elmira Mangum. You were provided a copy of the contract and I hope that each of you had enough time to (inaudible).
Are there any questions? Hearing none, I call for a motion to --
TRUSTEE MONTGOMERY: Mr. Chairman, I have a question.
CHAIRMAN BADGER: Okay.
TRUSTEE MONTGOMERY: I've taken a look at the
actual contract as drafted, and preface my comments with saying: Those that were on the Board with the problems that we had with the previous president should know that this is not personal, but there are some things that we will be responsible for and that this contract actually binds future boards with this agreement.

If you'll skip to section 2.0, under the "term," it talks about (inaudible.) To my knowledge, we haven't determined what those goals and objectives are. I did want to make note that we have not covered that;

If you'll drop down to the last sentence, I propose that we clarify the last sentence by saying, "If such renewal or extension does not occur prior to June 16, 2016, the parties agree to allow the maturation of the terms of the agreement;"

If you drop down to section 3.0, it says "as President;" I propose the addition of "and Chief Executive Officer of the University." This is language that has been consistent in other contracts, and I think it is, in addition, clarifies that she will in fact be the Chief Executive Officer of the University;

If you drop down to the second paragraph, in
section 3.0, the second sentence says that, "This shall include but not be limited to;" I propose an amendment that says, "annual establishment and successful achievement of," and then operational goals." That is to clarify what that really means.

TRUSTEE TURNBULL: (Inaudible.)

TRUSTEE MONTGOMERY: Excuse me?

TRUSTEE TURNBULL: Where is that under 3.0?

TRUSTEE MONTGOMERY: 3.0 in the second paragraph. It starts with "during her Presidency;" if you'll jump to the second sentence.

TRUSTEE TURNBULL: Uh-huh.

TRUSTEE MONTGOMERY: In the second sentence, it starts out with, "This shall include." The version we have says, "This shall include but shall not be limited to annual leave establishing operational goals." I propose the change to say, "upon annual establishment and successful achievement of operational goals."

Section under 5.1, under goal setting, it currently says by July 1st. I have consistently said that we should not start processes for time periods that have already begun, and I propose that the goal be set prior to the period for which the goals are designed to be achieved, thus prompting the change
from July 1, 2014, and to move that back to June 15th;
so the goals will be set, there will be time to
evaluate by the Chairman or a committee, and then by
the start of the period for which she will be
evaluated the goals should have already been set.
By changing "on or before July 1,\)" to, "on or
before June 15th" and "on or before each June 15th
thereafter."
If you drop down to the second sentence, it says,
"The Board or a committee thereof;\) I propose that you
change that to, "the Board or a committee solely
comprised of members of the Board." The language
would allow the appointment of individuals who were
not members of the Board, and this clarifies that
position;
To continue that sentence, and I'll read my
proposal in its entirety: "The Board or a committee
solely composed of members of the Board and Dr. Mangum
shall agree upon finalized goals and objectives for
that 12-month period prior to July 1st or each year
thereafter;"
Section 5.2, evaluation. The second sentence
begins, "Commencing July 1st and concluding not later
than;\) the current language says October 30th. I
believe that four months is a bit excessive. We can
accomplish this within 90 days from July 1, and so I
would propose the change from October to
September 30th of each year.

Under performance bonuses, I propose the addition
of a clarifying paragraph under this text. At the
first meeting after September 30 of each year, the
Board shall take a vote on payment of a bonus and
shall state the amount thereof.

CHAIRMAN BADGER: Where are you now, Trustee
Montgomery?

TRUSTEE MONTGOMERY: This is a proposed
additional paragraph under section 5.3.

CHAIRMAN BADGER: Okay.

TRUSTEE TURNBULL: Mr. Chairman? Excuse me,
Trustee Montgomery. Trustee Montgomery, this is
putting us in a very uncomfortable position. I'm
wondering if you can e-mail this to us so we can have
this in writing. I'm very uncomfortable accepting
something verbally.

And also, has this been run by the attorneys? I
know we have had a copy of this contract for over a
week and had the opportunities to submit these sorts
of suggestions, which would have been very helpful
prior to this meeting. Have you had a chance to share
them with the attorneys so they can review them and
make sure they are in accord with other contracts and
with the discussions with --

TRUSTEE MONTGOMERY: The obvious answer is no and
I'm glad you bring up that point. This was an
emergency called hearing. If this had been a
regularly called meeting -- I don't see what the
urgency is. If this had been a regularly called
meeting, we would have had one entire week to review
this.

Unfortunately, there have been -- and I'm not
blaming it on the weather, but if you've been watching
the news, there's a lot of stuff going on up here and
many of us have to -- we have to work. We have
something to do other than take three to four hours to
review a contract that could affect our institution
for years to come.

The thing that jumps out at me is that we are
proposing a significant pay increase, and everyone
should be mindful of the fact that it's never going to
go down. So whatever we raise this time, it's not
going to go down with the next president and
subsequent things along.

But I took three or four hours last night looking
at this; that was the earliest I could get to it. But
if it would have been a regularly scheduled meeting a
week out, I would've had the time. So the answer to
your question is, no, I have not.

And I would be glad to take a draft. I did my
comments here in writing, so I would be happy to draft
it up and send the comments to the Board or send these
comments out to you, but the process that was laid out
for us was there would be a call today and at that
time we would be able to discuss this, and we were
not, to my knowledge, not encouraged to send out this
information.

And finally, we just got updates that were
requested from the staff, we just got those last
night. So you're not telling me as professionals, we
just got the SUS presidential comparison chart, we
just got that last night at 8:30; we just got a copy
of Dr. Ammons' contract at 8:30. So I beg to differ
with your contention that we had ample time to prepare
for this. And I would be happy to meet your request.

TRUSTEE PERSAUD: Mr. Chairman, this is Trustee
Persaud.

CHAIRMAN BADGER: Trustee Persaud, you're
recognized.

TRUSTEE PERSAUD: Yes. I agree with Trustee
Turnbull, and some of the proposals that Trustee
Montgomery -- I don't -- his use of old -- I can't
remember the term. But he's using terms here that I have a problem with.

But secondly, is that the fiscal year starts July 1. And I don't have a problem with us setting goals on or before July 1, because those goals should be ready to go in place by July 1, and given the fact that our Board would meet before that most of the time, then these -- I think it's only quibbling over wordsmithing here, really.

CHAIRMAN BADGER: I think Trustee Turnbull, did I hear you next?

TRUSTEE LAWSON: Trustee Lawson in the cue.

TRUSTEE GILZEAN: Trustee Gilzean in the cue.


TRUSTEE TURNBULL: Not in the cue.

TRUSTEE MONTGOMERY: Mr. Chairman, mind you, I was interrupted by another member of the Board, and I would ask respectfully in accordance with the Rules that I be allowed to continue.

CHAIRMAN BADGER: Okay. You may be interrupted again, but please proceed.

TRUSTEE MONTGOMERY: I propose the addition of a paragraph, section 5.3, a second paragraph that clarifies when a bonus shall be paid. We've had this
problem before. My solution to this problem is proposing a specific time period in which a bonus can be approved and paid with this verbiage:

"At its first meeting in September 30 of each year, the Board shall take a vote on payment of a bonus and shall state the amount thereof. Upon Board approval of performance bonus, payment of said bonus shall be made within 60 days."

Drop down to section 6.1 which proposes an annuity of 15 percent. That was consistent with the previous presidents, but it’s not apples and oranges because it (inaudible) lower based salary. I propose that the annuity -- I propose an annuity of 10 percent, and that will reduce it from $63,750 to $42,500, which is several thousand dollars higher than the previous president’s contract.

If you drop down to 6.2, under housing, a couple of sentences down, it says, "the University shall be responsible for any real estate tax liabilities." I think it’s incumbent upon the Board to know what that amount has historically been so we can make an informed decision going forward with regard to the liability that the University will assume here.

If you drop down to the last sentence, it starts with "The Board's designee." I propose that
(inaudible) that it says, "The University shall arrange for completion prior to Dr. Mangum's occupancy of the residence."

If you jump to the second sentence, the second paragraph second sentence, it says, "The University and Dr. Mangum shall coordinate on the hosting." I propose that it says "of said events at the President's residence."

If you drop down to the third paragraph, second sentence -- this is under 6.0, it says, "In the event of termination of Dr. Mangum's employment due to her health or disability;" I propose that you add the line that says, "any members of her family who resided in the residence immediately prior may continue to live in the residence up to 90 days following such termination."

In the final sentence, it says, "If the University fails at any period to make the president's residence ready for occupancy by Dr. Mangum, she shall receive a housing allowance." I think that should be, "She will receive a pro rata housing allowance" if there was some unforeseen circumstance that required her to be out of the home for a day or two, the current language would require us to pay or could be interpreted to pay a $3,000 allowance for such a
1 period;
2 Under 6.3, automobile allowance, my question
3 would be: Does this also take in account that our
4 presidents historically have used a driver and an
5 University automobile? And is that in addition to the
6 thousand-dollar allowance for clarification purposes,
7 or is that a practice that Dr. Mangum plans to
8 continue; and, what is the actual cost of having the
9 driver and a University vehicle available? It's my
10 understanding that two other institutions in town, TCC
11 and FSU, have presidents, have large enrollments, and
12 they drive themselves;
13 Under club memberships 6.4, it says, "the
14 Governor's Club and a Country Club." I propose that
15 you add "a Tallahassee area Country Club." The
16 language as presented means that it could be any
17 country club in any location;
18 If you drop down to 7.1, under relocation
19 expenses, on the last three lines it talks -- from her
20 home in Ithica, New York, to Dr. Mangum's residence.
21 I propose you change that "from her current home in
22 New York to the President's residence on the
23 University's campus."
24 7.4, "University shall provide reasonable
25 telephonic, computer access, facsimile-related
equipment." It says at Dr. Mangum private residence.

I propose you change that to "the President's residence." For consistency should she be at the President's residence on campus or if an unforeseen circumstance causes her to take up a temporary residence, the "President's residence" is that;

Second sentence, it says in addition "the University shall provide." I propose that in addition "the University shall provide Dr. Mangum a cellular phone for use in her official duties consistent with state law and the Board's regulation" and what it says;

7.5, second sentence, I propose clarifying language that says, "The President shall provide a report of such noncompensation on or before June 1 of each year." I am not aware of ever having seen a report of what that additional noncompensation is and I think it factors in to the overall package in regards to what's offered here. And given to be what are shown to be the projected benefits, I didn't see where that (inaudible) conversation.

I will direct your attention to the food service contract that leaves an additional $25,000 for food services at the discretion of the President and I didn't see that included anywhere. Whether that's
compensation or not, or Attorney McKnight can clarify that for us, but I don't see that reflected anywhere.

But it does provide what I believe to be a benefit when you're able to direct the cost of food.

Under tenure, 10.0, the second paragraph, I propose that the end of the sentence that it says "as provided" -- well, excuse me. However it says, "regulations, policies and procedures have no bearing on the appointment of Dr. Mangum as President as provided herein;" clarify the language and its consistent with previous language that has been used with presidential contracts.

Under 11.0, termination, I propose a change for clarifying language that it says, "The Board and Dr. Mangum agree that the Board may terminate this agreement at any time for cause upon a majority vote of the Board." The language that you have before you on this proposed agreement says "upon a majority vote of all members of the Board as set forth in article 5.6 of the Board operating procedures."

The problem is, if we change the Board operating procedures, what does that do to the agreement based on the contract? Does that bind us to maintain the language? There (inaudible) that says what happen in the event that we change, and as you know, we've been
in the process of reviewing our procedures.

If it's literally interpreted it would require a vote of all members of the Board. In effect, a Board member could choose not to be present and an action could in effect not be taken and that could also reflect if the interpretation is a literal interpretation, based on your language here, then technically the vote to appoint her was not valid. Because according to 5.6 which they cite here, "all members of the Board."

So again, we would get an interpretation from General Counsel as to whether that means all members of the Board present, but a literal interpretation by an attorney could mean that it would require all members of the board. So that's my rationale for removing the reference to section 5.6 of the Board operating procedures.

Section 11.1(E), I think y'all -- I think we received an e-mail a couple of minutes ago clarifying and adding the "comply with."

If you'll jump down to 11.2, as I close I have one or two more items. I would ask for under section C if it could be clarification of the 20-week period, and what that means and why it's listed in that language, under 11.2 section C;
If you'll jump to 12.0, under resignation, I propose the addition of a clarifying paragraph with regards to what happens, upon resignation and the proposal under this language in the event of discovery of conduct determined by the Board to be consistent with paragraph 11.1, sections A, B, C or D "that occurred prior to resignation, termination or natural expiration of this contract, Dr. Mangum shall not be entitled to any further compensation or benefits."

This is not directed to her personally, but a person in the presidential capacity who has knowingly violated one of the clauses that calls for immediate termination without benefits could effectively resign and/or allow for the natural expiration of the contract and receive benefits having committed acts that would have caused termination had they been discovered prior to the resignation.

Down to 13.2 post-presidency faculty position.

Under the second sentence, the current language proposes a second year -- so a sabbatical at a full salary and then under the second year proposes a 90 percent of the final base salary.

And I think that our compensation for past presidents has gotten out of line and gotten out of whack, and it is also not consistent with what happens
in the state University system. The previous
president at the 90-percent benefit, by my estimate,
would receive $307,125 plus benefits in that second
year after the sabbatical. I propose this number be
75 percent of the final base salary. At 90 percent
that would pay Dr. Mangum the second year in a post-
presidency faculty position $382,500 at 90 percent. I
propose that number be 75 percent and that would lower
it to $318,750, which is still $11,000 higher than
what happened under the previous presidency term.

The second recommendation is that where it says,
"Dr. Mangum shall receive a base salary equal to that
of the highest paid professional at the University."
I propose a change that "Dr. Mangum shall receive a
base salary equal to that of the Dean of the College
of Education." It's my understanding she would
receive, under this agreement, she would receive
tenure in the College of Education and I believe that
a salary equal to the Dean of the college to which
she's a tenured professor would be more appropriate
given where we are and where we're going.
"Former presidents being paid the highest" is a
bit outdated from my perspective; I think we should
consider making that change.

I would like to point your attention to 16 under
notice. All of those who were on the Board, and I'm not sure if the newer members were familiar with the horribly bad situation; that the Board was bound by a very, very, very bad contract. It was very good for the client; horribly bad for Florida A&M University to the extent we had to have a committee appointed to review, and even then changes -- and I applaud you, Mr. Chairman, for making changes to not allow the similar things to occur.

But I was curious about the message to the Florida A&M by the selection on an attorney who put the University in a bad light by extension of having that contract in the previous form. It's my understanding that the attorney who negotiated this was the same attorney who produced the previous contract.

Finally, I would propose that a witness be added to the contract, and that this and any discussions, a full transcript will be provided as part of the record so the future Board can understand how we arrive at the conclusion or the actual contract that will be awarded to Dr. Mangum.

That's it, Mr. Chairman.

CHAIRMAN BADGER: Thank you, Trustee Montgomery.

At this point, Trustee Montgomery, I support what
Dr. Persaud said and I believe (inaudible) what you have presented has been entirely too much for anybody to digest and deal with in this venue; however, we strongly suggest that a copy of that be sent in. And I need to know the Board's posture now on entertaining the number of proposed changes to the contract which would require us to send the contract back to our attorney, who I hope are on the line, as well as to the attorney that Dr. Mangum chose to work with her on the contract. I'm limiting responses to that and we'll go directly to Trustee Lawson followed by Trustee Gilzean.

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

Trustee Montgomery presented to us, what is the anticipated time frame from our legal counsel that mutual communication from Dr. Mangum; what is the time expected?

Attorney McKnight: This is Avery McKnight.

Trustee Montgomery, how soon can you type up and get that to us? Because we would have to incorporate that in a red line version and forward that to the Dr. Mangum's attorney, and to the extent that the
Board -- and that seems that could happen as soon as
you could send that. I can't tell you how long it
would take on their end.

TRUSTEE MONTGOMERY: Attorney McKnight, I'm
actually tucked into an office in the Capitol.
Georgia Legislature is in session. It would be a
couple of hours before I could reasonably get this
prepared and get it out to you. I can either scan
and copy the handwritten notes and provide those, or I
can provide this in an electronic form; I would say no
later than 3 p.m.

ATTORNEY MCKNIGHT: I would strongly suggest
electronic form so that we capture and so there's no
mistake or ambiguity about what you present.

TRUSTEE MONTGOMERY: Could you clarify that
20-week period, what I referenced before; what does
that mean?

ATTORNEY MCKNIGHT: That means to the extent
there have severance provided as noted there in 11.2,
paragraph C, that lump sum severance will be limited
to 20 weeks, so she would only receive her pay for
that 20-week period.

TRUSTEE MONTGOMERY: So is it a lump sum to be
paid over a 20-week period? Or is it an actual
20-week period?
ATTORNEY McKNIGHT: It's a lump sum severance for a 20-week period.

TRUSTEE MONTGOMERY: So would that be paid at the beginning of the 20-week period or at the end of the 20-week (inaudible)?

ATTORNEY MCKNIGHT: At the beginning. It's severance and is typically paid at the beginning of the severance period at the termination of the contract.

TRUSTEE MONTGOMERY: But the language then becomes confusing because it says "if she becomes gainfully employed during the period she will notify the Board and all payment will immediately cease." So just to be clear, the lump sum gets paid but the other benefits or potential payments will cease if in fact she's employed at any time during the 20-week period?

TRUSTEE WARREN: Do you mind if I offer a suggestion to you and Attorney McKnight?

As I listen to the written recommendations and I think some of them were quite -- most of them were quite worthy of (inaudible,) but before a redraft is sent to Dr. Mangum's attorney, I think it's necessary for us to see, McKnight, a red line version of this contract with proposed changes from Trustee Montgomery, but his suggestions have also spurred us
to have other thoughts as well.

So it may be necessary for another conversation about a different iteration of the contract with the language included that we can all agree on and reach consensus on; that is what has been forwarded to Dr. Mangum's attorneys. So this is just a draft.

This is, particularly given the list of things that have been proposed by Trustee Montgomery, I'm sure others of us at this point are boiling with other ideas as well. So I take this as the opportunity for us all to hear one another out, and much of those things that some of us might have been thinking were enumerated by Trustee Montgomery. We give you that input back in red line form so we can discuss the consensus agreement that would go to her. Surely she wasn't thinking this would be the final document.

CHAIRMAN BADGER: Trustee Lawson is in the cue and then Trustee Gilzean and I think I heard after that was Trustee Shannon?

TRUSTEE SHANNON: Yes.

CHAIRMAN BADGER: Followed by Trustee Shannon.

TRUSTEE LAWSON: I will be brief. I know you've heard a lot of commentary. I think some of the comments by Trustee Montgomery are well-positioned and things we should seriously consider, and I like the
way Trustee Warren framed that so I won't address

that.

But my question is around the overall

compensation, the dollar amount. The rationale for my

question I would like to understand how we arrived at,

at that number because it's significantly above her

predecessor. It's also significantly above what I was

thinking we would offer to a person that did not have

prior presidential experience, and it moves us up

fairly significantly in the pool of the other SUS

presidents. And also, given our size and financial

footprint, you know, I just want to make sure we are

moving prudently because starting with this number

doesn't give us a lot of room over time to make

enhancements pending strong performance.

One of the things I was thinking through as we

look to renew this after the third year. Hopefully,

after three solid years it would be renewed with a

potential salary increase, but it feels like we're

taxing the Foundation fairly heavily already, because

only a portion of this funding can come from the state

and the rest has to come from the Foundation.

So I just wanted a little rationale of how we

arrived at the 425 number.

CHAIRMAN BADGER: We have legal on, and I don't
want to interrupt the process; however, I would like
to just add, Trustee Lawson, if you accept the fact
that recommendation comes from the Foundation and it's
a bit lower than what the Foundation had proposed.

If someone is on from legal; Attorney McKnight
are you still there?

ATTORNEY MCKNIGHT: Yes, I'm on the line, but I
think that Dr. Haynes is probably in a good position
to deal with the financials.

CHAIRMAN BADGER: Is Dr. Haynes in the audience?

DOCTOR HAYNES: I am, Chairman Badger. As y'all
know, I was asked to provide you with information from
the Foundation as to what the Foundation could afford
to provide in terms of a supplement for the
presidency.

I gave to you all three models, funding models,
and the salary that has been offered did fall within
the third funding model.

CHAIRMAN BADGER: Trustee Lawson, are you done?

TRUSTEE LAWSON: Well, I don't want to belabor
this. I just want to go on record and say this is a
little out of line considering where our predecessor
was and he had been with us for a number of years.

And Dr. Haynes, while I can understand where we
afford it, but at the same time we do want to have
some balance with history and also have some room to continue to properly incent i.e. for a strong performance, and I just feel like we're starting really high and not leaving a lot of head room to move forward.

CHAIRMAN BADGER: Trustee Lawson?

TRUSTEE LAWSON: I'm done, Mr. Chair.

CHAIRMAN BADGER: There are -- I should say when you look at the list of salaries for all state Universities there are two categories and then one category is the base salary, and the other category it shows the total. And I think these two probably balance out dollar-wise, and perhaps this is even when we look at the overall package for presidents throughout the state of Florida. I looked at both lines, and like Dr. Haynes, I think we are within range of where we could or should be.

Trustee Gilzean.

TRUSTEE GILZEAN: Thank you, Mr. Chair. So I agree with Trustee Turnbull's concerns that, you know, the items that Trustee Montgomery presented I feel really uncomfortable without seeing. So I agree that we're going forward allowing to do that. So I what I think we should do -- I take that back.
I'm making a motion to Mr. Chair that we give 72 hours to all members to submit any red lines or any additional change, and we will come back seven days, by next week Friday, and hopefully have the ability to agree on a particular terminology that can ultimately be sent back.

So I agree with Trustee Warren that only have all of us have some input that we want to put in, and I think that we go back and forth and until we get it in writing and we can see what kind of edits and ultimately come to an agreement on one particular language that gets sent back.

CHAIRMAN BADGER: Is there a second?

TRUSTEE GILZEAN: Yes, sir.

TRUSTEE TURNBULL: Second.

CHAIRMAN BADGER: Motion and second. Those in favor of the motion? We need a roll call?

TRUSTEE WARREN: Discussion, Mr. Chairman?

CHAIRMAN BADGER: I'm sorry. Discussion on the motion. I'm sorry.

TRUSTEE TURNBULL: Mr. Chairman?

CHAIRMAN BADGER: Trustee Turnbull?

TRUSTEE TURNBULL: Yes. I wonder if he would accept a friendly amendment in order to have the meeting next Friday, if we get our responses to the
attorney by Tuesday so that will give them or

Wednesday latest and that will give them the

opportunity to review them and make sure if there are

any legal issues that need to be addressed and then

get them back out to us so we will have them before

the meeting, if he would accept that as a friendly

amount

TRUSTEE GILZEAN: Absolutely.

TRUSTEE MONTGOMERY: Mr. Chairman, this is

Montgomery. I would ask that we receive those at a

minimum of 24 hours prior to the meeting given our

recent history. The motion that Trustee Turnbull

makes did not clarify whether it could be sent to us

an hour prior to the meeting, so I think there needs

to be clarity with regards to when we will receive

those materials.

TRUSTEE GILZEAN: I'm fine with that as well.

TRUSTEE PERSAUD: Mr. Chairman, this is Persaud.

As we think of Trustee Montgomery's suggestion, we

have to keep in mind that sometimes we are guided by

statutory considerations as well, things that govern

the University. I, as an insider from this

University, know that contract starts on July 1; what

he is asking is for -- if I recall some of the things

and I'll do my best here -- you cannot require for
someone prior to July 1 what they're going to do. We have yearly contracts that are -- that take place July 1.

Secondly, when we talk about the procedures of the Board. We cannot in any way grandfather in. We are discussing this right now what policy changes we make with regards to the trustees will govern us in the future. We cannot go back on any issue and then try to grandfather in things, so we have to keep that in mind. A second suggestion that Trustee Montgomery was suggesting.

As to what Trustee Lawson was talking about a significant increase in salary, it's between 46 and 60; 2,000. One has to take into consideration the changes in time. When you begin to consider contracts, remember that in the handle; that we have that missing information on other state Universities; for example, deferred compensation and bonuses that are tied to performance that are very flexible type of bonuses which can increase and not decrease.

So I do not see where we have to keep this in mind when we go back to the drawing board, and I'm throwing this out for all trustees to be aware of those things; you just cannot go in there and just do comparison across the university system. Because my
composite shows that given the current salary
Dr. Mangum would fall between 7th or 8th in rank in
this comparison. So we have to be cautious in terms
of our own personal goals and our, you know, our
personal convictions and have to be realistic when we
assess what is going to present to us.
And then lastly, I would like to say that all of
what Trustee Montgomery has the litany of changes that
he's requesting. I think some of them are negligible
and do not conform, so we will have to have time to
really think on these things before we, you know, as
we go along this process of trying to formalize this
contract. (Inaudible.)
CHAIRMAN BADGER: Trustee Shannon is still --
TRUSTEE SHANNON: I've been in cue for comment on
this motion.
CHAIRMAN BADGER: Someone after you I thought I
heard.
TRUSTEE SHANNON: I don't know.
CHAIRMAN BADGER: Who was it? Trustee Alston?
TRUSTEE ALSTON: Yes, Mr. Chair.
CHAIRMAN BADGER: All right. Trustee Shannon,
you have the floor.
TRUSTEE SHANNON: Yeah, what I wanted to say
simply, quickly, is that it sounds like there is
unreadiness around ratifying this contract that's been presented to us. I'm not so sure, though, that under the motion that's been put on the floor that will get us to where they need to be in the right way simply because there are a number of trustees that have suggestions and/or questions. And so while I agree that those be forwarded to the negotiating attorneys to be vetted so that those attorneys can communicate back with the trustees to insure charity and/or get rid -- and/or manage any concerns that may be otherwise covered in the contract language.

There are also some of the suggestions that I heard are based solely upon the last president's contract and that's only one point of input. There is also the current market in terms of salaries, and you know, those are the things that can be vetted with the negotiating attorneys. But I want to make sure that we're not forcing onto the record anything that we rightfully can preserve from the attorney/client privilege. And so I want us to have a way, yes, to get our recommendations vetted, reviewed and otherwise. But I don't want everybody that has a question about the contract or suggestion, I don't want that to go into an automatic red line version because it hasn't been vetted yet, so that's my only
concern with the process that's been presented by the
motion. We need an additional amount of time, yes,
but not go straight to red line.

CHAIRMAN BADGER: Thank you, Trustee Shannon.

Point well taken. Trustee Alston.

TRUSTEE ALSTON: Yes, thank you. We have an Ivy
League superstar, someone who is ready to get here by
April 1st in time for the legislative session and I
know Trustee Montgomery will provide input in the
upcoming budget cycle that many of us have talked
about.

The one thing I want to put on the record, at
least from my standpoint, is I am not willing to push
back her arrival date. I know that April 1st looked
like that was the agreed upon both sides because there
are so many different challenges at the University. I
really just hope that there if there is no intent to
push her away, but rather as many of you talked about
to really make some sensible recommendations, you
know, to the document.

So just from that standpoint I'm going to vote
no. I think that April 1st for me -- I grappled with
that date because we talked about having our new
leader a part of a legislative process. We talked
about our new leaders to be intimately involved with
the budget process. I'm just -- I'm comfortable

hopefully -- I'm just uncomfortable today, actually,

so I'm not going to support the motion.

CHAIRMAN BADGER: Thank you. Is there anyone
else in the cue before I give my little piece?

TRUSTEE SIDERS: Yeah. Chairman Badger, this is
Trustee Siders. I would -- can you hear me?

CHAIRMAN BADGER: Yes, I do.

TRUSTEE SIDERS: Okay, yeah. I just want to echo
the sentiments of Trustee Tory Alston about the
arrival date, about the said importance, but he
mentioned so as long as we can keep that at the
forefront, and I'm definitely comfortable saying as
the student representative for this Board how critical
and crucial it will be for us here on the campus, and
so as long as that's heavily taken into
consideration. I also wanted to state my position for
the record.

CHAIRMAN BADGER: Thank you. Is there anyone
else? Hearing none, I offer this only as a
conversation piece to insure that we are at least in
the knowledge of where we are headed. To be real
honest with you, we started this contract process, I
believe, on the 13th. We were back and forth and back
and forth between attorneys and (inaudible) to get to
where we are, and we got here probably two or three days ago.

If, in fact, we take that much time to get to where we are today, we won't make any of the deadlines. And I don't put this out there to try and put any pressure on anybody, Trustee Alston. The meeting that's set for February 20th was set and changed to a face-to-face meeting because the President can only be confirmed by the Board of Trustees in person; you can't do it on the phone like we're doing now. She was set for our President, as well as for the President of Florida Atlantic if they are ready at that time with their contract.

I just need us to be aware of the fact we won't make these deadlines, and I don't see how we will make -- I'm sorry, April 1st -- unless we get this done by tomorrow.

And I'm going to call on the legal table to insure that I'm correct in the timing. Can we have this ready -- this contract is scheduled to be a part of the package that had to be sent to the Board of Governors, I believe, last week. Am I correct? I think Ms. Barge-Miles was responsible for sending that.

ATTORNEY BARGE-MILES: Yes. I did send a package
already to the Board of Governor's office, but I did not include provisions regarding the contract.

CHAIRMAN BADGER: Okay.

ATTORNEY BARGE-MILES: They do want those provisions as well as a statement from the University indicating that the contract is within the bounds of the law.

CHAIRMAN BADGER: Okay. And can we send that? Can we send the information they're requesting without having the contract approved?

ATTORNEY BARGE-MILES: Yes. They already have the information.

CHAIRMAN BADGER: Okay.

ATTORNEY BARGE-MILES: Or have the contract. And they did make it clear that they did not want the University to feel like they were rushed into providing the contract just to meet that deadline; they wanted the University to have a thorough look at the contract before they made any decisions. So they were clear that they didn't want the University to rush.

CHAIRMAN BADGER: Okay, thank you.

TRUSTEE MONTGOMERY: Point of information, Mr. Chairman?

CHAIRMAN BADGER: Let me go to the legal table
first and come right back to you, Trustee Montgomery.

Attorney McKnight, are you available?

ATTORNEY MCKNIGHT: Yes.

CHAIRMAN BADGER: Can we get this done and in place in the time to meet the 20th deadline, to your knowledge, provided all of the input you need is sent -- I think Trustee Montgomery said he could have his in three hours.

ATTORNEY McKNIGHT: Well, I think the Board is going to have to meet to approve any changes. So I -- I really can't tell you what the timeline is going to be because I'm not sure what the Board's timeline will be other than maybe next Friday have another meeting, just on our side of the table; and then it would have to go back to Dr. Mangum and her attorneys, and I cannot gage what that timeline is going to look like.

CHAIRMAN BADGER: That was the second part of my question. Okay, so we may or may not be able to make the current deadline?

Okay. As long as we are aware that, I needed to be sure that we knew it so no one would think we are holding it up. And in the past through this experience, at least, our work has been in a timely fashion, and I would like to say to the other attorneys as well as I guess they could in getting it
back, but any hold up was on their end, not this end.

Okay. Trustee Montgomery, you’re recognized.

TRUSTEE MONTGOMERY: Mr. Chairman, a point of

information was covered by General Counsel. I did

have a comment. I did not comment during the

discussion on the motion, so I'll be brief in saying

that I would encourage my colleagues to consider that

it appears that we are -- that the process is being

dictated by what are perceived time constraints and

that we be mindful that this impacts not only us, what

we do as a Board, it impacts the institution, it

impacts all of the stakeholders, and I would ask you

to remove consideration of the time table driving the

process.

We have time. We have had an interim president

for 18 months. FAMU has continued. He has performed

ably in that period of time. We do appreciate

Dr. Mangum and her talents that she brings. I agree

with Trustee Alston; I believe it would be great to

have her in place, but for the greater good of the

University we should not allow time constraints to

dictate what we're doing, and we should not take

sub-par contract in the interest of rushing to meet

someone else's deadline. We are the governing body,

and we determine when this happens, not someone else
and not outside influences.

Thank you, Mr. Chairman.

TRUSTEE PERSAUD: Mr. Chairman?

CHAIRMAN BADGER: Yes, Dr. Persaud.

TRUSTEE PERSAUD: This is Persaud. I applaud Trustee Montgomery for his concerns, but being an insider of the University that we know contracts are given. And I would not, if I was in the place of Dr. Mangum, I would not come here on July 1st and take over when budgetary decisions have already been made.

So I will definitely disagree with Trustee Montgomery. That's number one. We are, yes, the time constraints, yes, but we need to really evaluate the performance of a president; we must hold that president accountable for his or her decisions. And if Dr. Mangum is not here by April 1, I am suspect that what will happen is that her performance will be based on decisions made by others rather than her; that's number one. We have to keep that in mind.

Secondly, I would like to state that I don't have any problem with her overall compensations and all of these kinds of things, because when I do the numbers and when I do my research, I find that she still falls below the tier and I would hate to see us start
interfering what is agreed upon already in terms of her compensation.

Now, in terms of the other language, times and what performance standards, that's a different story. But that's my position and if we go beyond that, I will vote no against the motion.

CHAIRMAN BADGER: Okay. Is that Lawson?

TRUSTEE WHITE: This is White.

CHAIRMAN BADGER: Trustee White?

TRUSTEE WHITE: So I would just say -- I would like to convey a similar sentiment around the fact that I am comfortable with terms as it relates to the level of compensation and these things and I believe that, you know, that is always something which has been negotiated, and so I wouldn't want to spend a lot of time on those. I do, however, appreciate some of the clarifying comments that Trustee Montgomery pointed out and I would hope that we could get those things incorporated very quickly, but I don't have much appetite around changing the compensation and the annuity and those things. So, just going on the record with my position.

TRUSTEE LAWSON: Mr. Chair?

CHAIRMAN BADGER: Thank you. Trustee Lawson?
TRUSTEE LAWSON: Yeah, thank you. Trustee White said a troubling statement about "already negotiated."

My understanding is this entire process is up for discussion with the Board, which means every single component is up for discussion, debate, et cetera. So I don't want to belabor the process and I think that Trustee Alston's comments we should listen to and that's we do want to get the individual in place in a positive situation for her to move forward; however, we know from previous experience that if we don't do the contract right up front it leads to a lot of other issues downstream.

So I guess what I would ask, Mr. Chair, is can we take in these additional considerations; can we tactfully push both legal staff to turn this around so we have a final review and can make the appropriate decisions and move quickly. We can make this hopefully a priority for both legal teams to get done.

And I do want to go on record. I do have an issue with the compensation. I think it's out of line based on history. I think it's out of line based on our financial footprint within the SUS, and I think that's something that needs to be discussed.
CHAIRMAN BADGER: Okay. Thank you.

TRUSTEE TURNBULL: Mr. Chairman.

CHAIRMAN BADGER: Trustee Turnbull.

TRUSTEE TURNBULL: Yes. I don't want to leave on the record the idea this is a sub-par contract. I have reviewed it carefully, and there may be some changes that need to be made, but I do not believe it's a sub-par contract.

The new contract did, as I understand, in the negotiations, and our attorneys took into account the problems we had within the old contract under Dr. Ammons; therefore, these were eliminated in this contract.

We want it to be right. We want it to be good. We want it to be something three years from now we're not shaking our head as to something we could have thought of and we did not; that's always a danger in any contract.

But let me suggest, she can still say no, and how this Board responds in reviewing this contract may put her at pause. And if she says "no," then all of our deliberations will be for naught; and if we have to start this process over we may think that some of our concerns or some of the wording that we think is so important that the attorneys may feel do not
necessarily improve the contract or change the terms of the contract, we may wish we had moved with this contract.

So let's just remember she can still say "no," and the way this Board responds may make a difference in her decision.

CHAIRMAN BADGER: Thank you, Trustee Turnbull.

TRUSTEE WARREN: Here, here.

CHAIRMAN BADGER: Is that Trustee Warren?

TRUSTEE WARREN: It is Trustee Warren. I concur with Trustee Turnbull's comments. I am hopeful that when we engage in a following conversation that we're not trying to structure a contract -- restructure one, but to tweak this one, if you will.

I thought Trustee Montgomery did an excellent job of walking through and clarifying statements and insertions that make sense for this contract as structured. I think we also put quite a bit of work in trying to come up for a dollar amount for the president of Florida A&M University that are comparable for Universities of our size in the system;

I don't see this one being quite out of line, quite frankly. If you read today's Tampa Tribune about compensation, you will get the gist of just how she fits into compensation that is provided to other
University presidents in the system.

Generally speaking, I would say that we will never get to an end here if it is our desire to meet on the subsequent and other dates to write a contract, if you will. I suggest all of you, the present company included, that you submit your ideas that are clarifying statements and insertions that make the contract, so we don’t get into ambiguity. And that’s what I took from Trustee Montgomery’s several suggestions is to eliminate the degree of ambiguity that we would leave in the contract, particularly given the recent experience in the past presidential contract.

So let’s not make a mountain out of a mole hill here. Let’s take what we have and see how it can be tweaked to make a clear understanding for later interpretation; if one of us is not around then we get into -- pardon my French -- if we get into a pissing contest then the contract is a way to clear all of that up.

So it’s important that we not try to write a contract: One is written and one is of before you; how we tweak it so things are as clear as we want them to be -- not as clear as mud but crystal clear -- that we’re not trying to get into negotiating into points
that had been discussed between the parties, and
that's how we get to this draft for us to consider.
I don't see, as Trustee Turnbull stated, enough
in it for us to declared to be a sub-par contract.
What I see is it does need a little wordsmithing here
and there. And again, I think Trustee Montgomery did
an excellent job in policing that up.

CHAIRMAN BADGER: Thank you. Anyone else?
TRUSTEE MONTGOMERY: Mr. Chairman, for the record
I've already forwarded a copy of that document to
General Counsel a couple of minutes ago.

CHAIRMAN BADGER: Okay, thank you.
Now, from General Counsel, how much time do you
think it would take to get this wordsmithed and get
with Trustee Thomas and Cotton, on the other end, and
try to see if we can get this same kind of speed in
getting it back in our hands?
TRUSTEE WARREN: Mr. Chair?
CHAIRMAN BADGER: Can you let me get a response
from legal, please? And I'll call you again.
ATTORNEY MCKNIGHT: Well, I think in light of
what I'm seeing here from Trustee Montgomery -- and I
will forward this to Linda and send it, if you want,
to forward it to the rest of the Board and the Board
can consider every part he's raised and vote on it as
appropriate. So let me do that.

TRUSTEE TURNBULL: What about other members'

comments?

ATTORNEY McKNIGHT: Well, I don't know. Yeah, so

if that's coming in, I can't give you an answer to

that question because I still have to -- my time is

going to be dictated by when comments come in, and

Trustee Montgomery just submitted his version at

11:02.

CHAIRMAN BADGER: Okay. So if that were all you

had, and if you were to get your staff working on that

now...

ATTORNEY McKNIGHT: It's already done. What I

have from Trustee Montgomery I can forward to

Dr. Mangum's attorney right now.

CHAIRMAN BADGER: Don't forward anything until

we're done.

ATTORNEY MCKNIGHT: I'm just saying, if you're

asking me -- the work has already been done that

Trustee Montgomery has already inserted his comments,

so that part has been done.

TRUSTEE TURNBULL: Well, we haven't agreed to it.

ATTORNEY McKNIGHT: That's what I said earlier.

I agree with you, Trustee Turnbull.

CHAIRMAN BADGER: Okay. Because certainly, we
need to agree with that before it gets sent to the
other attorneys, correct?

ATTORNEY McKNIGHT: So do you want
Attorney Barge-Miles to forward to Board members right
now what Trustee Montgomery just provided to me?

ATTORNEY BARGE-MILES: You do have a motion on
the floor, Mr. Chairman.

CHAIRMAN BADGER: My question is do we need
those? I don't need them. I have tried to keep up as
best as I could, and I know that a lot of them to me
were wordsmithing. And I don't have any objection to
the wordsmithing, and I have enough faith in it to
know that you guys can put an end to the contract
where necessary and needed and get it back to us.
My concern is, when will we get it back? And I
think I'm the only person concerned about this time I
believe.

We did have a motion on the floor and the motion
was made by whom?

ATTORNEY BARGE-MILES: Trustee Gilzean.

CHAIRMAN BADGER: Trustee Gilzean, will you
repeat your motion, please?

Are you still on the phone, Trustee Gilzean? I
don't have a response from Trustee Gilzean.

Can you read the motion back?
ATTORNEY BARGE-MILES: Well, this is what I have: That Trustee Gilzean moved that the Board have 72 hours to receive changes to the red line and that the Board meet on Friday to discuss the contract. And then there were two friendly amendments: One from Trustee Turnbull that the Board get their responses by Wednesday -- Tuesday. Their responses by Tuesday to General Counsel; and that the next one was by Trustee Montgomery, which he moved that the Board get the red line information back 24 hours prior to the next meeting. At least 24 hours.

TRUSTEE TURNBULL: Mr. Chairman, I think my suggestion about Wednesday is not necessary since the 72 hours; isn't the original motion saying we should get our information or our suggestions within 72 hours?

ATTORNEY BARGE-MILES: Yes.

TRUSTEE TURNBULL: Then the Wednesday -- I'll withdrawal that amendment to the motion.

CHAIRMAN BADGER: So anything not received within 72 hours will not be used, correct? Whatever is received within 72 hours will be used to craft into the existing contract, the ideas and suggestions that were put on the table, correct?

TRUSTEE PERSAUD: Mr. Chairman, I didn’t know if
this is the time to offer a counter-motion or whatever you call it; I can't think about it. But I do agree that the contract needs some wordsmithing. There are some things that Trustee was suggesting, like a redaction in the 15 percent -- I need to hear something like that, 10 percent; all of that I don't agree with.

My motion would be let's -- if he can go take the time and go over this page by page and vote which one we would like now to see inserted in the contract and vote up or down the others that we don't see; that's acceptable.

CHAIRMAN BADGER: Up or down. So you're asking them to take the contract and plug in the terms that we want to wordsmith in?

TRUSTEE PERSAUD: Take what Montgomery has sent, what Trustee Montgomery had sent, and just go through them very quickly and see if we're going to vote them for consideration, additional consideration to be included or vote them down so we are reducing the number of concerns that he has suggested.

CHAIRMAN BADGER: Do you want it sent to all trustees right now?

TRUSTEE TURNBULL: No. Mr. Chairman, I think we don't vote on it unless we see it in writing. That
1 was the whole purpose of having it submitted.
2 So yes, could you please send that to all members
3 whether or not we do it now or not?
4 CHAIRMAN BADGER: And then we do what vote on
5 it?
6 TRUSTEE TURNBULL: The motion --
7 ATTORNEY BARGE-MILES: Trustee Badger, I think
8 the motion, you will meet on Friday to discuss the
9 contract, next Friday, seven days.
10 CHAIRMAN BADGER: Are we discussing it and voting
11 or to consider?
12 ATTORNEY BARGE-MILES: Consider.
13 CHAIRMAN BADGER: All right. To consider.
14 Okay. That's the motion.
15 TRUSTEE ALSTON: I would like to interject if I
16 could, Mr. Chair. I'm still voting no, but I just
17 want to make sure at least for all of the trustees
18 that we have a time that is reasonable for all of the
19 Board members that can attend.
20 CHAIRMAN BADGER: This is going to be a
21 telephonic meeting, also, right?
22 TRUSTEE ALSTON: Yes, I just wanted to make sure
23 everyone could attend.
24 CHAIRMAN BADGER: Will everyone be in attendance
25 on the Friday meeting? And can we set a time when
we’re on the phone?

TRUSTEE WARREN: Mr. Chair, I'm going to be traveling back from New York on Friday, but I'm only one member so I wouldn't want to hold up the process.

TRUSTEE ALSTON: And I know I'm tied up for two or three hours, so we can probably do this offline.

That's the only reason I mentioned that.

CHAIRMAN BADGER: Okay.

ATTORNEY BARGE-MILES: Mr. Chair, I'll poll the members for you. Just whenever we all can get back together.

CHAIRMAN BADGER: Okay.

TRUSTEE WARREN: The recommendations offered by Trustee Montgomery, General Counsel should have a conversation with Trustee Montgomery about his suggested insertions and/or tweaks to the contracts. I didn't find them to be anything out of the ordinary. They're seemingly -- make sense suggestions. If some of them have put the potential of, as is the severance pay issue, if they had the potential of violating law, the prescription is for how severance pay is to be paid, but I understood Trustee Montgomery's desires there were to be when it was to be paid and how.

So a conversation with General Counsel and
Trustee Montgomery resulting in a discussion a formal contract for us to consider, to wit a second version, if you will. I didn't hear anything from him that dealt particularly with a substantive change in the contract. If we can take off of the table my suggestion, what the compensation is, we can have a later discussion about that as a group, but as far as I'm concerned that number makes sense for where we are, where she is and so on.

But generally speaking, the litany of things offered by Trustee Montgomery, we should see those how they read into the contract, how they provide clarity or not; and if others of us have some kind of those kinds of add notes to put into the contract, we should provide those, so that we come back with something that is not a new contract but is this version tweaked, modified, so those clarifying statements are included, whether it makes sense.

And McKnight, I would hope that the General Counsel sees as its roll to be of consulting help to us here rather than just taking -- rather than doing the wordsmithing. But there is the need for some conversation between you and Trustee Montgomery, in particular, and then later when we see this thing, I hope to have more talking from General Counsel than
not.

TRUSTEE TURNBULL: Agreed.

TRUSTEE SHANNON: I agree.

CHAIRMAN BADGER: So are we looking for a red line wordsmith information so we can vote that up or down and get it in the hands of --

TRUSTEE WARREN: As post a discussion between McKnight and Montgomery.

CHAIRMAN BADGER: McKnight and Montgomery have a conversation as soon as possible and send us a copy of the contract with red line information in place which does wordsmithing and we're not bothered for the time being the compensation section.

TRUSTEE SHANNON: Mr. Chairman, if there were other trustees have other questions or clarifications, they should do likewise as Trustee Warren has suggested and contact our negotiating legal counsel to discuss and get clarification, and if there are any material changes to this draft that are being recommended, I think that is the only list that needs to be transmitted back to the Board for input.

TRUSTEE WARREN: Yes. Well said.

TRUSTEE TURNBULL: Yes.

CHAIRMAN BADGER: That will be transmitted as well to legal to insure that everybody's comments are
ATTORNEY BARGE-MILES: Dr. Badger, this is Linda. Are you saying that we will send you, the Board, the red line Trustee Montgomery has provided?

CHAIRMAN BADGER: That's not what I was saying. You can send that, but prepared to -- I heard the Board wants the applicable comments from Trustee Montgomery to be injected, and then send that back to us as a contract. Did I understand you correctly?

ATTORNEY BARGE-MILES: Okay. But remember, you have a motion on the floor that says that it moves that the Board will have 72 hours to get that information to the General Counsel or red line, and then that the Board will meet on Friday to consider that contract.

TRUSTEE SIDERS: It's merely a motion. Let's dispense it and be done with it.

TRUSTEE MONTGOMERY: Or offer a -- excuse me, Mr. Chairman -- offer a substitute motion from the chairman and we can vote on your motion, Mr. Chairman.

CHAIRMAN BADGER: Okay. Trustee Montgomery?

TRUSTEE MONTGOMERY: Yes.

CHAIRMAN BADGER: Were you saying you were going to offer --

TRUSTEE MONTGOMERY: I was saying a substitute
motion from you and we can vote on it.

CHAIRMAN BADGER: I'm not going to make a motion.

TRUSTEE PERSAUD: Mr. Chair?

CHAIRMAN BADGER: Yes, sir.

TRUSTEE PERSAUD: I would offer a substitute motion that in accordance with what Trustee Warren has suggested, is that we do accept -- we do look or examine the comments by Trustee Montgomery without any changes to the compensation packet that is currently being offered in the contract, in the current contract, in the current draft contract with Dr. Mangum.

CHAIRMAN BADGER: Would a friendly amendment to that motion include Trustee Montgomery and any other trustees that may submit?

TRUSTEE TURNBULL: Why don't we simply say any suggestions from any member of the Board and leave out any name?

TRUSTEE PERSAUD: Yes, okay.

TRUSTEE TURNBULL: And make it real clear we're talking about input from any trustee.

ATTORNEY BARGE-MILES: Dr. Badger, this is Linda. I'm just asking the question: You asked if Trustee Gilzean was on the line, and I'm not sure that
he is still with the call and he was the one that made
the motion, so I'm just questioning what the changes
could be to that motion if he's no longer on the call,
in order to dispense of that motion.

TRUSTEE PERSAUD: Mr. Chair, can we offer a
substitute motion, and as Trustee Montgomery
suggested, we vote on the substitute motion first?

CHAIRMAN BADGER: Would that satisfy your
inquiry, Linda?

ATTORNEY BARGE-MILES: Trustee Badger, I think
you have to dispense of that first motion, you know,
vote it up or down and start over since Trustee
Gilzean is no longer with the call and start from
scratch.

CHAIRMAN BADGER: Those in favor of Trustee
Gilzean's motion, let it be known by the sign of a
aye. Oppose same sign.

(Answers in opposition.)

CHAIRMAN BADGER: Thank you, it's been disposed
of.

Now, the new motion.

TRUSTEE PERSAUD: I move that we accept input
from the trustees as to their concerns with the
current contract, excluding the portion with
compensation and the time line for Dr. Mangum to
assume the presidency of Florida A.M. University.

So, the two things that are excluded from consideration is the compensation packet and the time frame that she was given for her.

TRUSTEE WARREN: That still could be impacted.

CHAIRMAN BADGER: The time line can be impacted for sure. Okay, you've heard the motion.

TRUSTEE TURNBULL: I think it died for lack of second.

CHAIRMAN BADGER: I did not hear a second.

TRUSTEE WHITE: Mr. Chairman?

CHAIRMAN BADGER: Trustee White?

TRUSTEE WHITE: Yes.

CHAIRMAN BADGER: Thank you.

TRUSTEE WHITE: So it's the desire -- so I would move that we would allow 72 hours for the trustees to provide additional comments as it relates to clarifying issues related to the contract and all issues excluding compensation.

CHAIRMAN BADGER: Second the motion?

TRUSTEE WARREN: Second.

CHAIRMAN BADGER: Motion and second. Any discussion? Hearing none, those in favor let it be known by the sign "aye."

All in favor. Motion passes.
TRUSTEE ALSTON: Nay. Trustee Alston.

TRUSTEE LAWSON: And Lawson as well.

CHAIRMAN BADGER: Record Trustee Lawson.

ATTORNEY BARGE-MILES: Dr. Badger, can we do a roll call, because I wasn't able to get all of those.

CHAIRMAN BADGER: Okay.

ATTORNEY BARGE-MILES: Trustee Alston?

TRUSTEE ALSTON: No.

ATTORNEY BARGE-MILES: Trustee Badger?

CHAIRMAN BADGER: No.

ATTORNEY BARGE-MILES: Trustee Gilzean?

Trustee Lawson?

TRUSTEE LAWSON: No.

ATTORNEY BARGE-MILES: Trustee McWilliams?

Trustee Montgomery?

TRUSTEE MONTGOMERY: No.

ATTORNEY BARGE-MILES: Trustee Moore?

Trustee Moore? Trustee Persaud?

TRUSTEE PERSAUD: Yes.

ATTORNEY BARGE-MILES: Trustee Shannon?

TRUSTEE SHANNON: Yes.

ATTORNEY BARGE-MILES: Trustee Siders?

TRUSTEE SIDERS: No.

ATTORNEY BARGE-MILES: Trustee Turnbull?

TRUSTEE TURNBULL: Yes.
ATTORNEY BARGE-MILES: Trustee Warren?

TRUSTEE WARREN: Yes.

ATTORNEY BARGE-MILES: Trustee White?

TRUSTEE WHITE: Yes.

TRUSTEE PERSAUD: The motion dies.

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

ATTORNEY BARGE-MILES: The vote was --

CHAIRMAN BADGER: I'm waiting on --

ATTORNEY BARGE-MILES: -- potential vote was five "yes," and five "nos."

CHAIRMAN BADGER: Tied.

TRUSTEE WHITE: Mr. Chairman?

CHAIRMAN BADGER: Go ahead.

TRUSTEE WHITE: I'm trying to determine what is it that people want us to do at this point?

CHAIRMAN BADGER: You've heard the question.

What is it that -- does anyone have a response to what it is that you expect us to do at this point?

It's my opinion that the Board is saying, take this back and get using the input that comes from Board members and bring it back within 72 hours for Board members to look at the contract tweaked excusing or excluding (inaudible) and the date that may be affected, date of arrival which may be affected.
TRUSTEE LAWSON: Chairman Badger, could you restate that? There was a little bit of static at the end of the comment.

CHAIRMAN BADGER: If I do, it will be interesting. I said it's my interpretation of that that the Board would in 72 hours for all board members have in place input to tweaking the contract, to wordsmith the contract, excluding anything regarding the compensation and the time of arrival.

TRUSTEE TURNBULL: Mr. Chairman?

CHAIRMAN BADGER: Trustee Turnbull?

TRUSTEE TURNBULL: Is there any reason we need to exclude anything? Can't that be part of the comments from Board members, and then we discuss it at that time after we find out whether in fact this one week is going to delay the original date in the contract?

We don't know that yet.

CHAIRMAN BADGER: No, we don't. The concern I have, Trustee Turnbull, is I heard more than one trustee put a motion on the floor to not interfere with the financial packet that has been -- we also heard it come from Vice-president Haynes that the fact that has been negotiated and they were in agreement that could be done, and we also heard a comment that that's in keeping with where we are.
You heard from another trustee the fact that that puts FAMU near the middle. I think I saw some place within the top 8 out of 12. Right now, I think we're second from the bottom or maybe third from the bottom. (Inaudible.)

TRUSTEE SHANNON: Go ahead, Trustee Montgomery.

This is Trustee Shannon.

TRUSTEE MONTGOMERY: Unfortunately, I'm going to have to drop from the call. It's my understanding at a 5:5 vote, at this point this evolves into a leadership call with regard to moving forward. It would make sense to me that the -- that all trustees submit their proposed changes; that the General Counsel contact each trustee that forwards the changes so that there's clarifications; from a legal perspective and also from a FAMU perspective that whatever the trustee is attempting to communicate or attempting to do is true to form and have the. And then whatever your process is for moving this along -- have a document with proposed changes, all changes, no exclusions; you can even source the potential changes -- and then in our next conversation as Trustee Persaud we go through -- we debate each one and we vote on the provisions that are contested, but I just think at this point we need to move the
conversation forward. And if there’s not obviously
going to be contentious on what we need to do and at
this point it becomes a leadership call.

TRUSTEE TURNBULL: I second the motion.

CHAIRMAN BADGER: Okay. Thank you. Everyone
that has input into this contract, you need to get
that to General Counsel as soon as possible, within 72
hours. You’re expected to have -- we will probably
call another meeting not later than Friday to discuss
the input. The recommendation has been, and I concur,
that general counsel’s office have a conversation with
the person submitting provisions to the contract to
insure that they are fitting and wordsmithing is done
and a copy is sent to everyone to be yet online with
it again.

We have before us a document that we can discuss
that has at least everybody’s input into it. I did
not hear in that conversation the piece about avoiding
the contract part or the finance part. That’s the big
hold up. And that’s what I would like to inject.

TRUSTEE WARREN: Mr. Chair, could we have General
Counsel minimally forward to us a red line version
with Trustee Montgomery’s suggestions? I think they
provide great food for thought, and it will be helpful
to have those so those aren’t things that we sort of
take to attempt to rewrite if those recommendations or
the language makes sense, we would have the benefit of
that.

CHAIRMAN BADGER: Duplication in the interest of
time; we probably will move faster in doing it that
way, I believe. Can we get a red line copy of that,

CHAIRMAN BADGER: Internal use only. Well -- we
get that as soon as possible. And you said that
earlier -- no, that was Montgomery that said he would
get it done in three hours. But could you get that to
the Board as quickly as possible so we can work on it
and get it cooking?

CHAIRMAN BADGER: Now, did you want those sent
back to you after we have looked at them? Do you want
a "yay" or "nay" or anything from Board members?
Because it could get into drafts and that's what I
think we're trying to avoid. Am I correct?

Hearing none, then that's what we will do. We
will get comments into legal office.

TRUSTEE SIDDERS: Mr. Chairman, this is Trustee
Siders.
CHAIRMAN BADGER: Can you speak up? I can hardly

hear you.

TRUSTEE SIDERS: This is Trustee Siders. I have

just a quick question, and this is toward Attorney

Barge-Miles and Attorney McKnight. Given the said

time frame of when we are to allowed the parties to

deliberate and also when we expect this Board to meet

telephonically again, do we anticipate still meeting

the deadline of February 20th for the Board of

Governor's?

ATTORNEY BARGE-MILES: We have no control over

that right now because this -- as Attorney McKnight

said, this has to go back to Dr. Mangum, and so we

don't have any control over that. Certainly, we will

have our part done.

And as I said earlier, the Board of Governor's in

making that February 20th date wanted to make it clear

that they did not want the University to rush to try

to meet that deadline. They want us to have the

contract. That was what I was told.

TRUSTEE SIDERS: Okay. Thank you.

CHAIRMAN BADGER: The ball is not in our court

all of the time, and when it gets to the other side,

in the past it has taken longer for us to get where we

are now. So -- (inaudible) our attorneys will do
diligently requested and get it forward.

TRUSTEE PERSAUD: Mr. Chairman, as a point of clarification, does that mean that the paperwork for Dr. Mangum will not come before the Board of Governor's or -- it was not very clear to me. If it can go before the Board of Governor's without a formalized contract.

CHAIRMAN BADGER: No, we're going to need a contract when we go to the Board of Governor's.

TRUSTEE PERSAUD: All right.

CHAIRMAN BADGER: And that's set for the 20th. And I really would like to make that because they have made that an in-person meeting rather than a telephonic meeting to accommodate us, but the 20th was as far as they would go.

TRUSTEE PERSAUD: Thank you, Mr. Chair.

CHAIRMAN BADGER: Uh-huh. Any other questions? Any motions on the floor, Ms. Barge-Miles?

ATTORNEY BARGE-MILES: No.

CHAIRMAN BADGER: Okay. So we don't have a motion to approve it; there's no need to do an a motion for approving it. If there's nothing else to be said, you will hear soon from us, hopefully the time and date for our next telephonic meeting. Sounds as if it's going to be Friday, so if you can start to
block out that time, please do so.

Any other questions? Anything else for the Board? Hearing none, the meeting is adjourned.

(Telephonic Conference is concluded.)
CERTIFICATE OF REPORTER

STATE OF FLORIDA)
COUNTY OF LEON)

I, Yvonne LaFlamme, Florida Professional Reporter and Notary Public, certify that I was authorized to and did stenographically transcribe the foregoing proceeding; and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the outcome of this case.

Dated this 2nd day of February 2014.

______________________________
Yvonne LaFlamme, FPR
Court Reporter
Notary Public
State of Florida at Large