FLORIDA A & M UNIVERSITY
BOARD OF TRUSTEES

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

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

DATE: THURSDAY, FEBRUARY 13, 2014

TIME: COMMENCED AT: 4:00 P.M.
CONCLUDED AT: 6:30 P.M.

LOCATION: LEE HALL
PRESIDENT'S CONFERENCE ROOM
TALLAHASSEE, FLORIDA

REPORTED BY: NANCY S. METZKE, RPR, FPR
COURT REPORTER

C & N REPORTERS
POST OFFICE BOX 3093
TALLAHASSEE, FLORIDA 32315-3093
(850) 697-8314 / FAX (850) 697-8715
nancy@metzke.com
candnreporters.com
CHAIRMAN BADGER: Good afternoon, everyone. I call 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.

CHAIRMAN BADGER: Trustee Lawson.
TRUSTEE LAWSON: Here.

ATTORNEY BARGE-MILES: Trustee McWilliams.
TRUSTEE McWILLIAMS: Here.

ATTORNEY BARGE-MILES: Trustee Montgomery.
TRUSTEE MONTGOMERY: Here.

ATTORNEY BARGE-MILES: Trustee Moore.
TRUSTEE MOORE: Here.

ATTORNEY BARGE-MILES: Trustee Persaud.
TRUSTEE PERSAUD: Here.

ATTORNEY BARGE-MILES: Trustee Shannon.
TRUSTEE SHANNON: Here.

ATTORNEY BARGE-MILES: Trustee Siders.
TRUSTEE SIDERS: Here.
ATTORNEY BARGE-MILES: Trustee Turnbull.
TRUSTEE TURNBULL: Here.
ATTORNEY BARGE-MILES: Trustee Warren.
TRUSTEE WARREN: Here.
ATTORNEY BARGE-MILES: Trustee White.
TRUSTEE WHITE: Here.
ATTORNEY BARGE-MILES: Mr. Chair, you have a quorum.

CHAIRMAN BADGER: Thank you very much.

Trustees, as you may recall, last Friday we reviewed the contract which was comprised of our recommendations. As a board, we came to a consensus regarding our proposal.

The proposal was sent to Doctor Mangum and Doctor Mangum has responded. You received her redline response earlier this week, and I hope that each of you have had an opportunity to review it.

At this point, are there any questions?

TRUSTEE PERSAUD: Yes, Mr. Chair.

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

CHAIRMAN BADGER: Let's put the motion on the floor.

TRUSTEE MONTGOMERY: I move that we reject the
changes that were sent back to us in the counteroffer.

TRUSTEE LAWSON: Second.

CHAIRMAN BADGER: Okay. There's a motion on the floor to reject the changes that were sent back to us and what, and the counteroffer?

TRUSTEE MONTGOMERY: I'm sorry, to be clear, the motion is to reject the changes that were in the counteroffer.

CHAIRMAN BADGER: Reject the changes that were in the counteroffer, okay.

TRUSTEE LAWSON: I second.

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

TRUSTEE GILZEAN: Mr. Chairman, discussion.

CHAIRMAN BADGER: Is there discussion on the motion?

(NO RESPONSE).

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

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposed the same sign.

(NEGATIVE INDICATIONS).

CHAIRMAN BADGER: Okay. Ms. Barge-Miles, we
need to do a roll call.

ATTORNEY BARGE-MILES: Trustee Alston.

TRUSTEE ALSTON: No.

ATTORNEY BARGE-MILES: Trustee Badger.

CHAIRMAN BADGER: No.

ATTORNEY BARGE-MILES: Trustee Gilzean.

TRUSTEE GILZEAN: Yes.

ATTORNEY BARGE-MILES: Trustee Lawson.

TRUSTEE LAWSON: Yes.

ATTORNEY BARGE-MILES: Trustee McWilliams.

TRUSTEE McWILLIAMS: Yes.

ATTORNEY BARGE-MILES: Trustee Montgomery.

TRUSTEE MONTGOMERY: Yes.

ATTORNEY BARGE-MILES: Trustee Moore.

TRUSTEE MOORE: Yes.

ATTORNEY BARGE-MILES: Trustee Persaud.

TRUSTEE PERSAUD: No.

ATTORNEY BARGE-MILES: Trustee Shannon.

TRUSTEE SHANNON: No.

ATTORNEY BARGE-MILES: Trustee Siders.

TRUSTEE SIDERS: No.

ATTORNEY BARGE-MILES: Trustee Turnbull.

TRUSTEE TURNBULL: No.

ATTORNEY BARGE-MILES: Trustee Warren.

TRUSTEE WARREN: No.
ATTORNEY BARGE-MILES: Trustee White.

TRUSTEE WHITE: No.

ATTORNEY BARGE-MILES: Five yeses, eight nos.

CHAIRMAN BADGER: The motion failed.

TRUSTEE PERSAUD: Mr. Chair.

CHAIRMAN BADGER: Trustee Persaud, you're recognized.

TRUSTEE PERSAUD: Mr. Chair, you can correct me if I'm wrong. We began this presidential search process a little over a year ago. Since that time, one trustee withdrew from the search committee and three new trustees joined the Board.

Trustee White, picked as chair of the search, was tasked with finding us some excellent candidates for the presidency of this University. He did so quite admirably, and we thank him for a job well done.

From amongst the candidates interviewed, we selected Doctor Mangum. The vast majority of us felt the best -- she best fits the needs of FAMU, and we extolled of her skills and experience in higher education. Agreeing that Doctor Mangum best fit FAMU's needs, we asked you, Mr. Chair, to enter into contractual negotiations with her.

As I recall, the three overarching
stipulations provided to you to guide you in your deliberations were: One, no evergreen contract; two, no supermajority clause; and three, an adequate contractual packet that would influence her coming to FAMU, one competitive enough but at the same time consistent with current FAMU and SUS presidential standards.

From my comparative analysis, Mr. Chair, you have done what was asked of you. While on the surface, the contractual packet you negotiated appears incongruous with that of our past president; close scrutiny reveals that in totality the packets are correspondingly equitable. Bear in mind that seven years separate these packets and the year 2007 is not 2014.

Overall, as I see it, you have abided by the directives given to you in that the contract before us is not evergreen, is devoid of a supermajority clause, is consistent with recent FAMU and current SUS presidential packets. On January 31st, we met to discuss the contract you negotiated with Doctor Mangum. At that meeting, Trustee Montgomery proposed 26 changes.

On February the 7th, we met to discuss Trustee Montgomery's changes and those coming forth
from other trustees. Of Trustee Montgomery's 26 changes, we discussed and accepted 14 as presented; six were accepted with minor revisions; five were discussed and rejected; and one was withdrawn. Four of the five rejected changes focused on reducing the salaries and benefits you and Doctor Mangum negotiated.

In the contract before us, Doctor Mangum has incorporated most of the proposed changes but has rejected those that sought to reduce her negotiated salaries and benefits. We have to decide, Mr. Chair.

As we go about our deliberations this afternoon, I plead that we do so with utmost objectivity, civility, and ethical neutrality, for our resolve today will not be a reflection of individual idiosyncrasies but testimony to the collective will of this Board. We would like -- would we like our resolve to be tarnished and in so doing stigmatize Florida A & M University? At the end of our deliberations today, we will surely find the answer.

Thank you, Mr. Chair.

TRUSTEE MONTGOMERY: Mr. Chairman.

CHAIRMAN BADGER: Thank you. Doctor Persaud,
was that a motion?

TRUSTEE McWILLIAMS: That's discussion. Other people have --

TRUSTEE GILZEAN: Discussion.

CHAIRMAN BADGER: Thank you. Then I recognize -- who was the next person?

TRUSTEE MONTGOMERY: That was me. That was Montgomery.

CHAIRMAN BADGER: Montgomery, Trustee Montgomery.

TRUSTEE MONTGOMERY: Mr. Chairman, and a few points. The characterization -- I wanted to make sure that a trustee speaks for him or herself and not necessarily for the Board.

There were a number of problems with the presidential selection process. I think they only met like twice before they got into the meeting in Orlando. We got an email in December, right before Christmas, saying that the Search Committee, not the Board, the Search Committee was going to tell the Board what it was going to do in the process and how it was going to occur. And then they called a meeting on a Friday at 4 o'clock after Christmas, the absolute worst time to have a call, on a Friday, at 4 o'clock, right after Christmas,
in which we were told that the members of the Board who weren't members of the Presidential Search Committee had an equal voice, even though we weren't members of the committee.

I had -- I made two recommendations: One recommendation was that there be a cooling-off period from the selection until the actual appointment. If that had been recognized by the chairman or the committee, then in that cooling-off period, you could have negotiated things like contracts, or the Board could have set parameters, which we did not.

The second recommendation that I made -- and this is why I say characterization, that the process was followed so that it was so great -- is that I suggested that we have -- I strongly insisted that we have three options so that you wouldn't tell us, pick one or the other, but give us three, give us three on a professional basis, that way I have a choice. I was told the other candidates were weak or what have you.

Okay, that's fine. If they were so weak, as a board, we would have been able to see that they were weak and we would have picked the obvious candidate.
I voted for Doctor Mangum. I think she was the most qualified of the ones that were put forward to us, but I take umbrage with this idea that this was a fair negotiation.

There are published media reports that show that the person who negotiated on behalf of Doctor Mangum has done over 300 presidential contracts. We were represented by a person, and this is no offense to you and your -- and to the chairman in his capacity as chairman, but we were represented by a person who has never done a presidential contract. So one person has done 300, one person has done zero.

I heard from some members of the Board that, well, we're represented by one of our own so we should have confidence in that person. I beg to differ. There was a motion made by a trustee that said we should hire a seasoned professional to negotiate on our behalf.

The other point that would be taken from this is, if the contract was so airtight, why did the Board agree to so many additional recommendations in the ones that were made? There were comments about it being wordsmything. And I submit to you that an hour and a half discussion by a group of 13
professionals in one meeting, followed by a three
and a half hour discussion by those same
professionals does not mean that these were trivial
changes or that it was wordsmything. These were
substantive changes.

One other point to make is that this
package -- I asked Doctor Robinson what his actual
compensation package is. This is a guy who we
asked to keep the car in the middle of the road and
don't allow the boat to sink. A couple of months
later we asked him to keep the doors to FAMU open
by getting us off of accreditation.

By all accounts, he did an admirable job. He
performed the duties that we asked him to perform,
okay? So we didn't ask him to throw the ball; we
asked him to run it, just grind it out. He did
exactly what we asked him to do.

To tell me that we're going to offer a package
to someone who has never taught, who has never been
published, who has never been a president of an
institution, who has never been a provost, to my
knowledge, and I might not -- this might not be
true but someone can clarify for me, has not
applied for the presidency, has not applied to be a
president at an HBCU. On their first opportunity
out of the gate, to take an unproven person in the
capacity in which we're expecting them to operate
and to offer them $200,000 more than what we've
offered someone who has actually done the job that
we asked him to do, I think that's an insult.

In keeping with that, another example, you
take -- some people have said: We should only look
at the system institutions in Florida. That would
be a horribly bad assumption. We have to look at
HBCUs in their totality. You can't use the HBCU
argument: Well, we're unique when we want to be,
but then we don't want to consider the other HBCUs
when we want to talk about compensation. It
doesn't make sense.

The woman -- excuse me, the president at
Alabama State, she received a contract. She didn't
have an attorney. She said, I just want to
represent my alma mater. Got $325,000. They put
some crazy clause in there that said, hey, you
can't have overnight male visitors. You know what
she said? Hey, I love my alma mater, I think
they'll do right by me. She took the contract and
she moved on. And it wasn't this back and forth
that we're going through as a board.

Doctor Robinson didn't get an attorney and
didn't take us through all these twists and turns. And it is well within her right, but as I stated before, the worst, the worst personal compensation package that has been presented in terms of FAMU, not for an individual, but for FAMU, was the one negotiated for the previous president to the extent that the Chairman had to appoint a presidential compensation committee just to fix it.

So if we take the worst and the most lucrative presidential compensation package, which most of us thought was ridiculous, to come back and say we're going to pay someone even more, discounts the fact that the last contract was given to a person who was a seasoned educator, who was a seasoned administrator, who already had tenure where they were from, and who had dedicated years, hours and sweat to Florida A & M.

So I just -- I have a problem with this idea that this process has been perfect. I have a problem with this idea that as a member of the Board we should not present concerns in a valid way or in a valid forum that would make this contract best for Florida A & M.

And I'll close by saying this: Some of the loudest voices for this contract won't be on the
Board when the Board has to deal with this later. I heard a comment from the previous speaker about ethical -- I think he said ethical neutrality. Ethical neutrality, if I was voting on a contract for my boss, okay, and if I voted for a bad contract, I think that might reflect on my relationship with the boss; but if I was voting on the most lucrative compensation package in the history of the Institution and I was one of the main proponents, I'd expect favorable consideration from my boss. So when I hear the comment about ethical neutrality, it gives me great pause.

Thank you for my comments. At some point, I look forward to us moving into a motion at which time we would have a discussion, at which time we could potentially discuss each of the items so that we're not here for three and a half hours so that we can move this along.

Thank you, Mr. Chairman.

TRUSTEE McWILLIAMS: Mr. Chairman.

TRUSTEE GILZEAN: Mr. Chair. Mr. Chair.

CHAIRMAN BADGER: Who is speaking?

TRUSTEE GILZEAN: Trustee Gilzean.

CHAIRMAN BADGER: Trustee Gilzean, you're recognized.
TRUSTEE GILZEAN: Thank you, sir, and I'll keep my comments really brief as well, and they're really six questions.

Mr. Chair, is legal on the phone right now?

ATTORNEY McKNIGHT: Yes.

TRUSTEE GILZEAN: Okay. Great. So my question is -- and I have six, I just want to have the answers. I want to go back to the contract, and I just want to be able to address it because that's ultimately what the issue is today.

So, Legal, can you please explain the changes in Section 3.0?

ATTORNEY McKNIGHT: What part is unclear, Trustee Gilzean?

TRUSTEE GILZEAN: I just want you to clarify why she needs -- why does the candidate need the necessary changes, so that way I know what I'm voting on going forward. So can you --

ATTORNEY McKNIGHT: I really can't -- I can't speak on why she made those changes.

TRUSTEE GILZEAN: No, I'm sorry. Can you please explain what those changes are and what does it -- how has that changed the document from what we approved unanimously last Friday?

ATTORNEY McKNIGHT: I think "documented Board
policy" means written policy. And I'm not sure when you get down to the phrase added, "and such other duties as mutually agreed upon by Doctor Mangum and the Board." What's your question there?

TRUSTEE GILZEAN: My question is can you -- see, I'm not an attorney, so I have to rest upon you to tell me what procedures mean.

ATTORNEY McKNIGHT: I think it means that Doctor Mangum and the Board would mutually agree upon her duties.

TRUSTEE GILZEAN: Okay. Now in the past, has it always been done in the way where the President and the Board mutually agree on their duties, or does the Board set --

ATTORNEY McKNIGHT: That has been the practice.

TRUSTEE TURNBULL: Yes.

TRUSTEE GILZEAN: Is that yes as in from legal, or is that yes from somebody else on the Board?

ATTORNEY McKNIGHT: For me I said that has been the practice.

TRUSTEE GILZEAN: Okay, good. So that clarifies that.

ATTORNEY McKNIGHT: Okay.
TRUSTEE GILZEAN: What about the other item there, it was in Section 3. And I'm sorry, I just want to make sure I make the best decision voting on this contract because that's the issue at hand, and I just -- those are just some of the changes I wasn't clear on.

ATTORNEY McKNIGHT: The same response as before.

TRUSTEE GILZEAN: Okay, great. So can we go down to Section 7.5, please?

TRUSTEE MONTGOMERY: Point of order. Mr. Chairman, are we going to be able to individually comment on these points, or what is the order of the day?

CHAIRMAN BADGER: The order of the day now is to allow him to continue with his six points and we'll go from there.

ATTORNEY McKNIGHT: Okay. On seven point -- did you say 7.4 or 7.5?

TRUSTEE GILZEAN: 7.5.

ATTORNEY McKNIGHT: The President shall provide a report of all University-related non-salary compensation on or before June 1st of each year to the extent required by state regulation.
There is a financial disclosure form that is required. I think you probably submit one like myself and Doctor Robinson. Doctor Mangum does not want to submit anything that is not already mandated by state law.

TRUSTEE GILZEAN: Okay. All right. And quickly going down to Number 11.1 -- I'm almost done, guys. I've got two more and that's it.

CHAIRMAN BADGER: We're following you.

ATTORNEY McKNIGHT: What part of 11.1?

TRUSTEE GILZEAN: Both, where she added the word "full" and took out -- where she crossed out that -- I hate saying she -- Doctor Mangum, who put those -- that took out the language that we voted on, can you explain that to us, please?

ATTORNEY McKNIGHT: No, I cannot explain that to you. That's not my language. Right now under the operating procedures --

TRUSTEE GILZEAN: Well, can you tell me what that means? Can you tell me --

ATTORNEY McKNIGHT: I cannot tell you what it -- no, I cannot tell you what it means.

TRUSTEE GILZEAN: Okay. So the Board will be -- so we're going to have to agree on something that my legal counsel is supposed to advise me on
but can't?

ATTORNEY McKNIGHT: No, no, now that's not -- that's not -- I can advise you always.

TRUSTEE GILZEAN: What advice do you have on here as it relates to --

ATTORNEY McKNIGHT: Well, my advice was the initial language that I provided to the Board.

TRUSTEE GILZEAN: Which was the one that she crossed -- which is the one that Doctor Mangum crossed out.

ATTORNEY McKNIGHT: No, it was the one that the Board crossed out.

TRUSTEE GILZEAN: What was that language?

ATTORNEY McKNIGHT: That language took us back to 5.6 of the Operating Procedure. And if you go to the Board's Operating Procedures in 5.6, Voting Procedure, it says: No business will be transacted without an affirmative vote of the Board. And a majority vote of all of the members of the Board is required for establishing policy, for making rules and regulations, for appointing and removing the President, and for approving or terminating programs.

What that means is that you've got to have seven votes. If the Board recalls, there were only
12 people that voted on her selection. Well, only 12 Board members were present and part of that process, and it was a 10/2 vote. But the bottom line is you've got to have seven votes, a majority of the Board.

TRUSTEE GILZEAN: Okay. So what this is saying, just out of clarification, is that this language right here and if we -- if God forbid this has to come, right, that we would require a full 13 -- a majority of the full 13 or a majority of just seven votes all together? Is that what this language is saying?

ATTORNEY McKNIGHT: I don't know what this language is saying. Let me say that again. I don't know if you missed that part. I don't know what this language is saying. You asked me what my recommendation is. My recommendation is for the Board to abide by what its current Operating Procedure is, which is located in 5.6 and that language every day, all day, means seven. Seven people would have to vote for --

TRUSTEE GILZEAN: Okay. All right.

ATTORNEY McKNIGHT: -- her being terminated in this scenario.

TRUSTEE GILZEAN: Now that I have that
clear, I will come back to that, and I promise,
Mr. Chair, I'll be really brief. I have three more
left and then I'm done.

Let's see, can you explain Section 11.1(e)?
What -- can you -- yeah, can you explain what that
means, please?

ATTORNEY McKNIGHT: It means that the language
that the Board suggested was stricken.

TRUSTEE GILZEAN: So what -- so now that it's
stricken it's out, the performance goals is out.
Does that mean -- well, what does -- so can
you explain to me what -- well, never mind.

ATTORNEY McKNIGHT: Well, if you look at
Subparagraph (a) --

TRUSTEE GILZEAN: Uh-huh.

ATTORNEY McKNIGHT: -- I think that that
would cover it, what the intent was there, as well
as Paragraph (b) and also paragraph --
Subparagraph (d); so that strikethrough really
doesn't give me any heartburn.

TRUSTEE GILZEAN: Okay. All right. So and
then we go down to, quickly, Number 12.

ATTORNEY McKNIGHT: What that means is that,
once again, Doctor Mangum didn't like that
language.
TRUSTEE GILZEAN: And based on that language, what does that language mean? If we had it in there and she didn't cross it out, what does that mean?

ATTORNEY McKNIGHT: I really don't know what it means when it was inserted. I think Trustee Montgomery inserted that language. You can ask him about his intent, but that was not authored by legal.

TRUSTEE GILZEAN: Okay. And then lastly, you gave us an explanation on Section 13.1(c) and you gave us a scenario that -- and ultimately if that language -- what is the -- I guess that's what I should have been asking.

What is the intent of the language, Section 13.1(c)? I just want you to restate that again, please.

ATTORNEY McKNIGHT: I'm sorry, say that question again.

TRUSTEE GILZEAN: Section 13.1(c).

ATTORNEY McKNIGHT: Yeah, now what do you want me to do? I got that part.

TRUSTEE GILZEAN: Yeah, can you explain what that means to us?

ATTORNEY McKNIGHT: That means that she could
resign and get a 12-month sabbatical.

TRUSTEE GILZEAN: Okay. So basically, going back to -- and, Mr. Chair, this is my last thing. I would hope -- I would hope that we can entertain a motion as it relates to Section 11.1 -- is it 11.1 that you said -- I was about to give you the trustee title -- Attorney McKnight where you mentioned that you would rather -- okay, so if we can amend -- I make -- Mr. Chair, I make a motion to amend Section 11.1 to include the language that our attorney says, that a majority of the vote would be based on seven votes regardless if all 13 members or not are there. So I motion that we take the language that our legal counsel has provided us solely for the fact that he's unsure what the current language is, what that language means currently to us at this particular moment.

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

(NO RESPONSE).

CHAIRMAN BADGER: Motion, no second. Please continue.

TRUSTEE McWILLIAMS: Mr. Chairman.

CHAIRMAN BADGER: It dies for lack of a second.
TRUSTEE GILZEAN: Okay.

TRUSTEE McWILLIAMS: I'm next after him.

CHAIRMAN BADGER: Okay. Are you finished, Trustee?

TRUSTEE GILZEAN: Yes, sir, I'm done.

CHAIRMAN BADGER: Okay. Thank you, Trustee Gilzean.

I hear Trustee McWilliams.

TRUSTEE McWILLIAMS: Thank you, Mr. Chairman.

First, I find it a disturbing sign for any state employee at any level to expect or demand a provision for an automobile for private use when a car and a driver for official use are being provided. But the biggest problem here, however, is one of deception.

Now whether a doctor or a minister or a college president, the public understands the strenuousness of your work and the level of your responsibility and accepts the fact that you should be compensated, sometimes highly. The problem arises, however, as vividly demonstrated in a previous administration, when your clientele begins to feel that your primary driver is not an opportunity to serve but a quest for compensation.

Board members who will lament that she can
still say no should again be reminded that we have a president. He too could have said no at the time when our University's posture was much more precarious than present. He said yes and has addressed multiple serious challenges that the University faced with results that satisfied most stakeholder's concerns, including those of the Board of Governors and SACS.

But no matter what course this Board chooses presently, I think at some point you're going to look back and reflect on the last 20 months a time when the Board and an interim president worked diligently and effectively together to address major problems and achieve success at a time when the President's bonus or his compensation package was not one time a topic of Board discussion. The challenges we faced took center stage.

And I believe that many Board members here have spent much less time familiarizing themselves with the elements of Doctor Robinson's compensation agreement than with the document before us. And I don't attribute that to a lack of diligence, I think some of us just feel that we know the President and trust his requests to be fair, reasonable, and affordable.
CHAIRMAN BADGER: Thank you, Trustee McWilliams.

Was there anyone else in the queue?

TRUSTEE MONTGOMERY: Mr. Chairman, I had --

TRUSTEE LAWSON: Mr. Chair.

TRUSTEE ALSTON: Mr. Chair.

CHAIRMAN BADGER: Okay. You've spoken once. Would you allow Trustee Lawson followed by Trustee Montgomery?

TRUSTEE ALSTON: No, that was Alston after Lawson, please.

CHAIRMAN BADGER: Beg your pardon?

TRUSTEE ALSTON: Alston.

CHAIRMAN BADGER: Alston?

TRUSTEE ALSTON: Yes, please.

CHAIRMAN BADGER: Okay. Trustee Alston, you are recognized.

TRUSTEE ALSTON: No, Lawson was ahead of me. I'm after Lawson.

CHAIRMAN BADGER: Thank you. Lawson.

TRUSTEE LAWSON: Yeah, Mr. Chair, I'll try to be brief. I'm hoping that we can move through this and come to some resolve and at the end of the day we select the individual. You know, based on all accounts, the person is highly qualified; however,
with all that being said, you know, I continue to have some major concerns over the total comp package and I think I've voiced that I think on three separate occasions, and I continue to have those concerns.

Now we've landed on a number. Whether I like it or not, we've landed on a number, and I feel like some of these additional changes are trivial and are continuing to protract out a process that we should have ended last week, so I have -- I'm getting to come to a point of not having a lot of patience to walk through point for point.

I think Attorney McKnight has tried really hard to help us understand all of the red lines and we appreciate that, but I'm hoping maybe we can summarize this into larger motions to try and move this process forward because I continue to have heartburn over the amount of compensation we're extending to an untested president, albeit qualified on paper, albeit untested, albeit no prior presidential experience. So I'm going to find it very challenging to vote positively on some of these additional requests and requirements.

In my opinion, per Trustee McWilliams, in my mind the car is completely off the table. That is
not even a point for discussion.

So I'm hoping, Mr. Chair, that as opposed to going through all of these, we can some way, somehow, and I don't know if that's legally appropriate, summarize some of these items because I think we're all starting to wear a little thin on the protracted process. And I think we want to, you know, move this process forward. You know, we've selected a person, we want them on campus, we have a date that Trustee Alston continues to remind us of that the person needs to be in place. I think we're at that point of wanting that to happen now.

So I just ask that if there is a way between yourself and Attorney McKnight that we can speed through this and let's be fair to the person and let's talk about what we're willing to offer the position and try and leave, you know, as much as we can, the person out of it. But, again, I think that, you know, there are, as you can hear, major concerns about this overall comp package relative to others that are out there, relative to experience of the current person we're looking at.

CHAIRMAN BADGER: Trustee Alston. Now who followed Trustee Alston?
TRUSTEE MONTGOMERY: I'm at the bottom of the queue, Mr. Chair, Montgomery.

CHAIRMAN BADGER: Well, you're at the bottom of the list, Trustee Montgomery. Trustee Alston followed by Trustee Montgomery.

TRUSTEE ALSTON: Thank you, Mr. Chairman. And, yes, Trustee Lawson, similar to your comments, I actually am ready to make a motion, but I'll just make a few comments.

You know, Mr. Chair, again, it sounds like we're deliberating, you know, again, who is or who should be president of the University. It sounds like, again, we're deliberating the process that this Board slash Search Committee put in place for the presidential search process. It sounds like, again, we're deliberating the compensation or really the salary for President Select Doctor Mangum when I think the vote was 7, 5 just around her salary.

So from my standpoint, you know, that argument is off the table. You know, for me this discussion has gone on long enough. We have critical needs at the University, and from my perspective, I along with so many in the Rattler community, you know, we're ready for Doctor Mangum to get to work and
roll up her sleeves.

You know, this Board, just listening to the comments of my colleagues, I think we really need to come together. We need to be unified and really ready to welcome our president. If I remember, it wasn't that long ago that a super majority of this Board, 10 to 2, if I recall, approved Doctor Mangum, overwhelmingly a vote of confidence. So, you know, I just don't want us to lose sightly of that which recently just happened not that long ago.

So with that, Mr. Chairman, I move that we approve the amended version of the contract with Doctor Mangum, and I am open to any friendly amendments on the contract.

TRUSTEE WARREN: Second.

TRUSTEE McWILLIAMS: What is the amended contract, what she sent back? Is that the motion he's putting on the table?

TRUSTEE ALSTON: I will explain my motion. Trustee McWilliams, yes, as a starting point, I would like for us to start with the document that we have. If there are one, two or three points of contention, I am absolutely open to accepting friendly amendments to incorporate that, similar to
Trustee Lawson's points, so we can move this forward and not go point by point, if there is consensus around a majority of these items.

ATTORNEY BARGE-MILES: Excuse me, Doctor Badger. Who seconded that motion?

TRUSTEE WARREN: Warren.

CHAIRMAN BADGER: I didn't hear. Who was it?

ATTORNEY BARGE-MILES: Trustee Warren.

CHAIRMAN BADGER: Okay. Motioned and seconded.

TRUSTEE LAWSON: Mr. Chair.

TRUSTEE WHITE: Mr. Chairman, this is Trustee White. Would you add me to the queue, please?

CHAIRMAN BADGER: Wait a minute, discussion.

TRUSTEE MONTGOMERY: Montgomery.

TRUSTEE LAWSON: Lawson.

CHAIRMAN BADGER: Montgomery, Lawson.

TRUSTEE WHITE: And White.

CHAIRMAN BADGER: And White, okay, in that order. Montgomery.

TRUSTEE MONTGOMERY: Mr. Chairman.

CHAIRMAN BADGER: It's on the motion, I assume because we have a motion and a second on the floor.

TRUSTEE MONTGOMERY: It's on the floor, and it's up for a discussion, and I'll make my comments
as brief as I can.

I voted for Doctor Mangum. I've asked for a transcript of these conversations because, as a new member of the Board, with the problems that we had in the past, I had no idea what had happened in the past. I think it's very helpful on our part for future Boards, for them to understand how we arrived at the provisions that they will be subjected to as a future board.

I'd ask or draw your attention to 2.0. In the area of 2.0, with the changes that were suggested by Doctor Mangum, the Board unanimously approved this language. The amended language offered to Doctor Mangum would dictate a process to the Board that would require a negotiation with the Board's representative. I'd submit that after this process that we've gone through right now that the Board wants to reserve its right to determine what the process of engagement would be at that time and should not be bound by this language.

This would be achieved and it's in the Board's best interest by keeping the language that was unanimously approved by the Board less than a week ago. To draw -- I'd offer a friendly amendment that we keep the language that we unanimously
approved less than a week ago.

TRUSTEE ALSTON: Trustee -- Mr. Chairman, this is Trustee Alston.

CHAIRMAN BADGER: Yes, sir.

TRUSTEE ALSTON: Trustee Montgomery, which section are you referring to?

TRUSTEE MONTGOMERY: Section 2.0.

TRUSTEE ALSTON: 2.0, okay.

TRUSTEE MONTGOMERY: There's been a conversation as a Board that we've had about whether the Board makes the decision or whether we put it in the hands of an individual. This language would bind a Board representative, and I'm simply saying that it should be the Board's prerogative. The language that was suggested here puts it in the hands of a representative. The language that we voted on unanimously would leave it as an onus on the Board. So I move that we reject the changes as presented.

CHAIRMAN BADGER: Now we've got two motions on the floor, right?

TRUSTEE MONTGOMERY: Just one. I'm offering an amendment, a friendly amendment.

CHAIRMAN BADGER: Oh, okay. A friendly amendment is on the floor.
TRUSTEE ALSTON: Yes, I'm back, Mr. Chair. In reviewing the clause, Trustee Montgomery, I don't know if -- again, at least in my interpretation of Board's representative, you know, if the Board collectively decides -- I mean it's implied that the representative could be the chair, or it could be whomever -- let me back up.

I don't know if this is a major point of contention. I think just from listening to the conversation, there are probably maybe one or two other areas. So if it's offered as a friendly amendment, I'm not going to accept this as a friendly amendment to the motion.

TRUSTEE MONTGOMERY: Okay. Mr. Chair, I'll move on.

I'd draw your attention to 3.0, Powers and Duties, it's 3.0. There are changes here that are suggested that require a mutual agreement between Doctor Mangum and the Board. My question is: If Doctor Mangum disagrees with what the Board says will be the operational goals, there is no mechanism here to deal with that. And by default, I think I'd ask General Counsel to weigh in here. If there is no agreement, then we would be at a stalemate with regard to the operational goals of
the Institution.

General Counsel -- Mr. Chairman, may I ask General Counsel if he could clarify that.

ATTORNEY McKNIGHT: I don't understand that to be the case because so much of the operational goals of the University is mandated by the State of Florida, so I'm not really certain if that's correct.

TRUSTEE MONTGOMERY: So if the Board has operational goals that it put forward, they would not be affected by this clause? If they were not mutually agreed upon, what posture would the Board be in? If Doctor Mangum said I don't agree with that, would we be required to meet that operational goal, even if it was a goal set by the Board?

ATTORNEY McKNIGHT: Well, the Board can -- of course the Board always can move in a different direction, right?

TRUSTEE MONTGOMERY: No.

ATTORNEY McKNIGHT: I mean the Board can -- if that was the case and it was a significant, the Board could terminate with or without cause. That's where the Board would be.

TRUSTEE WARREN: No, it could be a matter, Montgomery, that is not significant enough to
terminate, but it is -- what I see what Montgomery is getting at, we should have a vehicle for us to come to a reasonable conclusion. If the Board is adamant about its position, then we should have some latitude to impose the position because what we take -- our actions as a Board are taken by way of a vote.

TRUSTEE MONTGOMERY: In the spirit of I guess what Trustee Warren would call as (unintelligible), I'm not offering a substitute motion, I'm only offering a substitute amendment as we move along. If it's the will of the Board to move along, I'm simply pointing out that this takes away our ability to say as a Board, this shall be done; and it requires us to come to a mutual agreement with the one person who is under our employ, and that takes away your position as a governing body. So I'd offer a friendly amendment that rejects the language that was presented and keeps the Board in a posture where the Board sets the operational goals.

There's a two-way level of trust here. The Board sets the goals, and we're not going to enforce them or jam them down the President's throat; but at the end of the day, the decision is
made by the Board, gets implemented by the CEO, and it doesn't have to -- and nor should it require agreement. At the end of the day, the Board is the board, you make the decisions; the Chief Executive Officer implements the operational goals as presented by the Board. So I'd offer a friendly amendment to reject the language here that was presented.

CHAIRMAN BADGER: And the bone of contention, did I understand you -- my phone was breaking up -- is the "mutually agreed upon?"

TRUSTEE MONTGOMERY: There's nothing that brings it to closure if it doesn't -- if there is no agreement. If someone can offer a solution that gets us to closure and leaves us in a posture where the Board still maintains its position of governance who is directing the Chief Executive to implement, then I'm fine with that; but if someone can offer a better solution, I'm open to that. But the language that's presented requires us to agree but doesn't give a mechanism for closure if we disagree.

TRUSTEE ALSTON: Mr. Chairman.

CHAIRMAN BADGER: Trustee Alston.

TRUSTEE ALSTON: Yes, just listening to Vice
President McKnight and I think the previous comments from Trustee Turnbull and Trustee Warren, it sounds like that I know historically we have mutually had agreed-upon goals. I think we all have sat in those sessions.

But listening to Trustee Montgomery or Vice Chair Montgomery, if you have -- is there any proposed language that you'd like to recommend?

TRUSTEE WARREN: I think just strike it out.

TRUSTEE ALSTON: So everywhere where we have "Doctor Mangum and the Board" under 3.0 and "mutually" and "Doctor Mangum and," those three different clauses, one, two, three, we'd strike out those three areas?

TRUSTEE MONTGOMERY: I'm sorry, Mr. Chairman if I may, let me be clear. The insertion of "documented," I have no objection to that. Where it says: Such duties as mutually agreed upon by Doctor Mangum and the Board, I have no problem with that language.

The challenge here, the bone of contention is the last sentence where it says that: Annual establishment and successful achievement of operational goals as mutually agreed upon by Doctor Mangum and the Board. We're in the posture that we
go to her as a Board and we can attempt to mutually agree, but if she disagrees, she doesn't have the right to tell us she's not going to do it. At the end of the day, that's her job as CEO, is to execute the will -- implement the will of the Board.

So if you strike the language that they propose that says "mutually agreed upon" and strike the language that says "Doctor Mangum and," it allows the Board to retain its posture as the governing body who makes suggestions or recommendations or directions to the chief executive officer when the chief executive officer's role is to implement.

So this can be done in a respectful way, and I ask that we strike those two at the end of that sentence so we can retain our position as the governing body in this particular --

TRUSTEE TURNBULL: Mr. Chairman.

TRUSTEE PERSAUD: Mr. Chair.

TRUSTEE TURNBULL: Mr. Chairman.

CHAIRMAN BADGER: All right. Let me get them in the queue. I hear Trustee Turnbull.

TRUSTEE TURNBULL: Yes.

TRUSTEE PERSAUD: Persaud.
CHAIRMAN BADGER: Is there somebody in the queue ahead of Trustee Turnbull?

TRUSTEE LAWSON: Lawson was already behind Montgomery.

TRUSTEE PERSAUD: I'm behind Trustee Turnbull, Mr. Chair.

CHAIRMAN BADGER: Okay. So Trustee Turnbull followed by Trustee Persaud. Lawson --

TRUSTEE LAWSON: Was behind Montgomery.

CHAIRMAN BADGER: You were behind Montgomery?

TRUSTEE LAWSON: Yes.

CHAIRMAN BADGER: Montgomery and Lawson. Are there others?

(NO RESPONSE).

CHAIRMAN BADGER: Trustee Turnbull, you're recognized.

TRUSTEE TURNBULL: Okay. I'd just suggest to you that the language that we did approve last time that says: Other duties as mutually agreed upon with the Board says exactly that, that are agreed upon with Doctor Mangum and the Board. She simply added "Doctor Mangum and the Board," but the language that was written before said the same thing.

CHAIRMAN BADGER: Okay.
ATTORNEY BARGE-MILES: Doctor Badger. Doctor Badger.

CHAIRMAN BADGER: Yes.

ATTORNEY BARGE-MILES: This is Linda. I believe in the queue you had Trustee Lawson, Trustee White, and then I believe it was Trustee Turnbull, and then Trustee Persaud.

CHAIRMAN BADGER: Where were you when I called for that? Give them to me again, please.

ATTORNEY BARGE-MILES: Lawson, White -- Turnbull has already gone, so you have Lawson, White and Persaud.

CHAIRMAN BADGER: Lawson, White and Persaud, in that order.

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

CHAIRMAN BADGER: Forgive me for bypassing you.

TRUSTEE LAWSON: That's okay. I'm fine. My comment is not about 3.0, so maybe I should concede to others that have comments on 3.0 because I have other friendly amendments I'd like to offer. So if Trustee Persaud or others behind me have comments on 3.0, I'll concede to them until we're done with 3.0.

CHAIRMAN BADGER: Appreciate that. Trustee
White would be next.

TRUSTEE WHITE: Yes, I have a friendly amendment related to another section as well, so I will withhold, but I do agree with Trustee Turnbull that "mutually agreed upon" is already in the previous section.

CHAIRMAN BADGER: Okay. Thank you. So now we are at Persaud.

TRUSTEE PERSAUD: Yes, Mr. Chair, I concur with Trustee Turnbull and Trustee White. It's already stated. I think it's not worth any effort to go about and change that right now.

CHAIRMAN BADGER: Thank you.

TRUSTEE MONTGOMERY: Mr. Chair, the one who made the amendment, I close the conversation by saying that there is a distinction between the two paragraphs. The one paragraph talks about powers and duties; and as President, it talks about other such duties as mutually agreed upon.

The point that I'm making with the last sentence talks about the annual establishment and successful achievement of operational goals. There's a distinct difference between "other such duties as mutually agreed upon" and very specifically here where it says the -- no one has
given a remedy, if the Board says here are the annual goals and here's what successful achievement is defined by. If Doctor Mangum chooses to say I disagree, there's no mechanism right here in this contract for us to come a conclusion that would allow us to move forward. So that was the purpose of the friendly amendment I've offered. I offered it as an amendment if there's a second.

CHAIRMAN BADGER: Is there a second?

TRUSTEE LAWSON: Second.

TRUSTEE SHANNON: I mean a friendly amendment needs to be either accepted or not.

ATTORNEY BARGE-MILES: Accepted, yeah.

TRUSTEE GILZEAN: Yes, and it sounded like Lawson -- I mean Alston wanted to accept it. That's why he was asking for the language.

TRUSTEE ALSTON: Sorry, I'm back on.

ATTORNEY BARGE-MILES: Doctor Badger.

TRUSTEE ALSTON: Trustee Montgomery, on the last sentence, just listening to the full discussion, if it reads: Goals mutually agreed upon with the Board and Doctor Mangum, you still -- you're not in favor of that? You believe you want to strike the full Doctor Mangum clause?

TRUSTEE MONTGOMERY: Mr. Chairman, if I may.
TRUSTEE ALSTON: Let's take --

CHAIRMAN BADGER: Let Trustee Alston complete what he's saying.

TRUSTEE ALSTON: I was asking a question to Trustee Montgomery.

TRUSTEE MONTGOMERY: All right, Mr. Chairman.

CHAIRMAN BADGER: Yes, sir.

TRUSTEE MONTGOMERY: Okay. If you would add -- I'm just simply, I'm looking to clarify this. If you're on the Board now and you're on the Board three years from now or a year from now, no one has offered a remedy that says if the Board and Doctor Mangum disagree, this is what will happen.

So if General Counsel says if the Board and Doctor Mangum disagree on the annual establishment and successful achievement of the operational goals, then the Board's will will supersede hers then we can move on, but I haven't heard that. This language specifically says it has to be agreed upon, and I encourage the Board to not advance a provision that ties our hands and puts us in a position where there's no actual conclusion or a remedy to what we see now that could obviously be a problem.

TRUSTEE ALSTON: Understood. Trustee
Montgomery, could I make a suggestion? Just to keep this motion clean, hopefully the friendly amendments are less controversial, it sounds like there's going to be some disagreement, could you offer a substitute motion just on -- as it relates to Section 3.0?

TRUSTEE MONTGOMERY: Mr. Chair, I'd offer a substitute motion in the section for 3.0 that would strike the language on the last sentence of the second paragraph, that would strike "mutually" and that would strike "Doctor Mangum and."

CHAIRMAN BADGER: Is there a second?

UNIDENTIFIED TRUSTEE: Second.

TRUSTEE SHANNON: Second.

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

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Those opposed.

(NEGATIVE INDICATIONS).

CHAIRMAN BADGER: Let's do a roll call. It sounds like the nos --

TRUSTEE GILZEAN: Mr. Chair, before you do the roll call, Trustee Warren gave an explanation and my phone was fading in and out. What was the explanation as it relates to what Trustee
Montgomery is referring to? Can you just say that one more time, Trustee Warren?

TRUSTEE WARREN: Yes. If the language puts us in a loop, I agree that we should not agree to institutionalize the loop in the document. If we need to get to a point of agreement and there is the avenue for no resolve because of a lack of disagreement, then it's not a position I want to be in, where I can't come to some conclusion.

TRUSTEE GILZEAN: So, Trustee Warren -- and I'm sorry, Mr. Chair, do I have permission to say something, please?

CHAIRMAN BADGER: Gilzean.

TRUSTEE GILZEAN: Can you provide us -- could you come up with a particular language that can satisfy that concern right there, or do you recommend what Trustee Montgomery is saying and just striking the addition that they added?

ATTORNEY BARGE-MILES: I think -- Doctor Badger, this is Linda. You have a substitute motion.

CHAIRMAN BADGER: A motion and a second on the floor.

ATTORNEY BARGE-MILES: And a second, and you had a voice vote, but you're still in the process.
CHAIRMAN BADGER: The voice vote is still open.

TRUSTEE GILZEAN: Yeah, but, Mr. Chair, this would determine how I'd vote on it.

TRUSTEE WARREN: Yeah, but I can't give you language until we deal with the vote.

TRUSTEE MONTGOMERY: That's not true, point of information --

TRUSTEE PERSAUD: Mr. Chair --

TRUSTEE MONTGOMERY: -- debate is not closed --

CHAIRMAN BADGER: Okay. Now here --

TRUSTEE MONTGOMERY: -- putting a question as until both the affirmative and the negative are put. Any member can rise and claim the floor, as Trustee Gilzean has, and reopen the debate or make a motion provided he raises a reasonable point, which he did, so he --

TRUSTEE PERSAUD: Mr. Chair.

TRUSTEE WARREN: If that is the case, I would offer this suggestion then.

TRUSTEE MONTGOMERY: He is in fact --

CHAIRMAN BADGER: We've got several people talking at the same time, and I'm obviously (inaudible) because I'm not --
TRUSTEE PERSAUD: Mr. Chair.

TRUSTEE MONTGOMERY: I raised a point of order, and it's not debatable. I raised a point of order, and I'm allowed to interrupt. By the rules, I'm allowed to raise a point of order --

TRUSTEE PERSAUD: No, Mr. Chair.

TRUSTEE MONTGOMERY: And the point of order states that, in accordance with Robert's Rules, and Trustee Gilzean is within his right --

TRUSTEE PERSAUD: Which Robert's Rules may I ask?

TRUSTEE MONTGOMERY: 44.

TRUSTEE PERSAUD: 44 what?

TRUSTEE MONTGOMERY: Take a look -- what is this? Article 7.

TRUSTEE PERSAUD: Article 7.

TRUSTEE MONTGOMERY: Section 44, closing and preventing debate, eat your heart out.

TRUSTEE PERSAUD: Okay. And, Mr. Chair, I want to point out too --

TRUSTEE MONTGOMERY: What's the ruling of the Chair? There has to be a ruling of the Chair with regard to my point of order. Someone has to -- the Chair hasn't ruled.

TRUSTEE PERSAUD: Mr. Chair.
TRUSTEE MONTGOMERY: Before the discussion, I had a -- I made a point of order with regard to Robert's Rules. Whether he rules in the affirmative or the negative, I had a point of order before other members -- the Chair will rule on it.

TRUSTEE PERSAUD: You're speaking more than once.

TRUSTEE MONTGOMERY: I'm invoking a point of order as I'm allowed to by the rules, and it suggests that the Chairman shall rule to the affirmative or the negative prior to discussion or further discussion by members of the Board. I'm asking the Chairman to rule on this, and Trustee Gilzean is not out of line. He is within his right as a member, within the rules, at any time to bring this up prior to an affirmative of the yeas and the nays. An affirmative of the yeas and nays has not been achieved because we're requiring a roll-call vote, so Trustee Gilzean is within his right as a member and I'm asking for a ruling on that.

CHAIRMAN BADGER: Thank you. Now do we have the floor?

ATTORNEY BARGE-MILES: Doctor Badger, just for clarity, it's my understanding that Trustee Alston had a motion on the floor, Trustee Alston then
asked Trustee Montgomery if he wanted to have -- offer a substitute motion, and Trustee Montgomery offered a substitute motion. Trustee Alston's original motion was to approve the contract, and so the substitute motion though now takes precedence over that original motion, so the motion that's on the floor now is the motion to -- regarding 3.0.

TRUSTEE ALSTON: That is correct.

CHAIRMAN BADGER: The motion on the floor is the motion regarding --

ATTORNEY BARGE-MILES: The second paragraph of 3.0, which strikes "mutually" and strikes "Doctor Mangum and."

CHAIRMAN BADGER: Those in favor of that motion.

TRUSTEE GILZEAN: Now I just -- Mr. Chair, I just want to make sure I'm clear that this is what we're -- because I think the explanation that Trustee Warren gave was a very clear and concise explanation. So I want to make sure that if I vote yes on this, it's basically as it relates to what Trustee Warren explained. I just want to make sure because there are a lot of things going back and forth.

CHAIRMAN BADGER: There are a number of
things on the floor.

TRUSTEE GILZEAN: So what the -- and I just
want to ask Trustee Warren. Does that sum up what
you just explained, yes or no?

TRUSTEE WARREN: To be honest with you, I
don't know.

TRUSTEE SHANNON: Doctor Badger.

CHAIRMAN BADGER: Trustee Shannon.

TRUSTEE SHANNON: Just before we vote, I just
wanted to say, and I can appreciate Trustee Gilzean
trying to be clear about what's being -- what the
motion is here. And I just want to say that the
language as amended is not ambiguous. It's not
ambiguous to me, which means -- because I'm reading
it as saying that there's a responsibility. It's
just saying there's a responsibility for the Board
and for the President to together determine what
the operational goals are.

I don't believe that the Board will be without
recourse. I don't believe that this language is so
ambiguous that it would get us into a loop. I
understand that there are Board members who believe
differently, but I just wanted to offer that that's
how I feel about this particular clause.

CHAIRMAN BADGER: Thank you, Trustee Shannon.
Now on the motion, on the substitute motion that's on the floor first, once again, those in favor of the substitute let it be known by the sign aye.

TRUSTEE MONTGOMERY: Roll-call vote, Mr. Chair.

TRUSTEE SIDERS: Mr. Chairman.

CHAIRMAN BADGER: Yes.

TRUSTEE SIDERS: Mr. Chairman, this is Trustee Siders. At what point are we going to actually go through with the roll-call vote? I'm just listening -- I listened to a lot of these conversations, and I'm extremely uneasy about this. Of course, there are many members of our student body who are listening to this, who I believe are one of the most important, if not the most important, set of stakeholders at our University; and it seems as if each time we have one of these calls we're spending an extreme amount of time trying to resurrect old issues that we resolved two or three weeks ago.

If there is a blatant attempt to trying to discourage Doctor Mangum from fully accepting the contract, that's one thing. But just as Trustee Alston stated, it was a clear indication that she
is the President of which the Board did select, period. And we don't need to spend a lot of this
time going back and forth arguing about a lot of
trivial issues.

The student body really, really wants to see
her get to work. We want to see her here. This is
an individual that we supported; this is an
individual that the Board supported. So while the
bickering continues to go on, I understand -- I
understand the protocol. I respect it, and
understand the opinions of my colleagues. But what
I'm asking is if we're going to have our roll-call
vote or if we're going to follow the protocol set
forth, I ask that we do that.

I do not wish -- I mean we're becoming
fatigued by this, and I wish we had gone through
the motion in the first place; but all I'm going to
ask, Mr. Chairman, from now on is that we please
continue the order of the day and just at an
appropriate time allow the Board to make its
recommendations and please -- I'm going to ask that
you play a referee when these things are getting
out of hand because there have been two or three
instances on these calls where we've seemingly
diverted from the point at hand. And the point at
hand is to address the provisions that Doctor Mangum sent back for this Board to approve and I ask that we do just that.

CHAIRMAN BADGER: The substitute motion is live on the floor, and --

UNIDENTIFIED SPEAKER: Call the question.

CHAIRMAN BADGER: Wait a minute. The substitute motion is live on the floor. I want to ask for clarity's sake -- we have enough stuff on the table now for everybody to have his or her own interpretation. The motion was made by --

ATTORNEY BARGE-MILES: Montgomery.

CHAIRMAN BADGER: And unless the substitute is withdrawn, still we have to act on the substitute. Yes, we did have a voice vote, and the voice vote, I had an opinion about it; but I called for a roll-call vote on the vote that's on the floor.

ATTORNEY BARGE-MILES: Trustee Alston.

TRUSTEE ALSTON: No.

ATTORNEY BARGE-MILES: Trustee Badger.

CHAIRMAN BADGER: No.

ATTORNEY BARGE-MILES: Trustee Gilzean.

(NO RESPONSE).

ATTORNEY BARGE-MILES: Trustee Gilzean.

TRUSTEE GILZEAN: Yes.
ATTORNEY BARGE-MILES: Trustee Lawson.

TRUSTEE LAWSON: Yes.

ATTORNEY BARGE-MILES: Trustee McWilliams.

TRUSTEE McWILLIAMS: Yes.

ATTORNEY BARGE-MILES: Trustee Montgomery.

TRUSTEE MONTGOMERY: Yes.

ATTORNEY BARGE-MILES: Trustee Moore.

TRUSTEE MOORE: Yes.

ATTORNEY BARGE-MILES: Trustee Persaud.

TRUSTEE PERSAUD: No.

ATTORNEY BARGE-MILES: Trustee Shannon.

TRUSTEE SHANNON: No.

ATTORNEY BARGE-MILES: Trustee Siders.

TRUSTEE SIDERS: Nope.

ATTORNEY BARGE-MILES: Trustee Turnbull.

TRUSTEE TURNBULL: No.

ATTORNEY BARGE-MILES: Trustee Warren.

(NO RESPONSE).

ATTORNEY BARGE-MILES: Trustee Warren.

CHAIRMAN BADGER: Apparently he (inaudible).

ATTORNEY BARGE-MILES: Trustee White.

TRUSTEE WHITE: No.

CHAIRMAN BADGER: Okay.

TRUSTEE MONTGOMERY: Mr. Chairman, if I may, I --
CHAIRMAN BADGER: Now wait now. You want to let her.

ATTORNEY BARGE-MILES: Five yeses, seven nos.

CHAIRMAN BADGER: So it failed. Now we're on to the motion, Trustee Montgomery.

TRUSTEE MONTGOMERY: Yes. I hear my colleagues loud and clear with regard to moving the conversation along. I would submit that in -- without having a discussion about it, in 6.2, the Board voted unanimously for language, and it was sent back by Doctor Mangum in the first sentence. I also note that with regard to the pro rata, the Board also voted, I believe unanimously, the language; and in her capacity, she sent that back to the Board. If you'll skip down to -- if you'll skip down to 7.5.

CHAIRMAN BADGER: Trustee Montgomery.

TRUSTEE MONTGOMERY: Yes.

CHAIRMAN BADGER: We have cleared the substitute motion. Now we have a motion dangling that we have to vote on.

TRUSTEE MONTGOMERY: This is discussion on Trustee Alston's motion, correct?

CHAIRMAN BADGER: We haven't even -- we were at the point of -- we haven't even put it on the
table yet.

TRUSTEE SHANNON: He requested a friendly amendment.

TRUSTEE LAWSON: Right, right.

CHAIRMAN BADGER: And he had rejected the friendly amendment, didn't he?

TRUSTEE LAWSON: There were others that wanted to come forward with friendly amendments.

TRUSTEE MONTGOMERY: And I hadn't yielded the floor except for the vote on the substitute motion. Again, I'll be brief. I'm not contesting every -- I'm not contesting everything that was sent back from Doctor Mangum. I'm having issues with clarification for substance. I'm skipping over -- I had about 12, but I'm just going to cut it down to three. If you'd allow me, I'd like to continue through them and offer them as substitute amendments where appropriate or as substitute motions.

I pointed out that the Board less than a week ago voted unanimously for several clauses and for the chief executive officer to send a message to us by saying, I know you voted for it unanimously, but you know what, I disagree. It's setting the tone for probably how this relationship will proceed,
but I draw your attention to 7.5, Other Non-Compensation. At the last meeting the Board approved the language of 7.5, by an eight to two margin.

As the author of the motion, my intent was to provide the Board with an accurate annual report of non-salary compensation received by the President. As the governing body, we have a responsibility to know this information. It doesn't require disclosure of compensation for, of course, other things that she had in place before employment at FAMU.

As I stated before, the total annual benefit of this compensation package as offered, clearly in my opinion, it seeks $600,000. When this contract is revisited in 2016, this report will provide the Board with a clear picture of the total package it provides for employment as President of FAMU. I'm not sure if any current Board members can tell us what the amount of all University-related non-salary compensation that was received by the previous President.

So I encourage you to reject the change of the proposed language for one primary reason, that I believe the change is an attempt to provide less
information. With nothing to hide, I say we err on the side of caution and require full disclosure. So I'd ask that you strike this provision or reject this provision.

    CHAIRMAN BADGER: Is that your substitute motion?

    TRUSTEE MONTGOMERY: Yes, substitute amendment -- excuse me, substitute motion.

    CHAIRMAN BADGER: Substitute motion, okay. You've heard the substitute --

    TRUSTEE TURNBULL: Mr. Chairman, can I -- for a point of order in terms of Robert's Rules, what we're offering to the original motion is amendments to the motion. A substitute amendment is a substitute of an amendment. What we have on the floor is a motion, as I recall. So what we are adding -- we are making amendments to the motion, rather than substitute amendment.

    CHAIRMAN BADGER: Thank you, Trustee Turnbull. On the amendment, is there --

    TRUSTEE MONTGOMERY: Mr. Chairman, again, a substitute motion replaces Trustee Alston's entire motion; so again, for clarification, whoever our parliamentarian is, if you would clarify this point. If I'm wrong, so be it; but I believe that
Trustee Turnbull has pointed out that this is an amendment. I'm encouraged to offer it as a substitute motion, and I am offering it as a substitute motion to his original motion.

CHAIRMAN BADGER: Is there a second to his substitute motion to the original motion, Trustee Alston?

TRUSTEE TURNBULL: Again, so the members will understand, what we're doing is we would be -- instead of passing Trustee Alston's motion to accept the contract, we would simply be passing the language that is being offered by Trustee Montgomery in 7.5. We're replacing the total motion, the total contract with the motion in one section of the contract; that's all I'm saying, so let's be clear what we're doing.

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

CHAIRMAN BADGER: Opposed the same sign.

TRUSTEE MONTGOMERY: I'm not sure it was properly seconded.

DOCTOR ROBINSON: It was not.

TRUSTEE MONTGOMERY: I'm not sure the motion was properly seconded, Mr. Chair.
TRUSTEE SIDERS: Mr. Chairman, also can -- this is Trustee Siders. They are right, I don't believe it was properly seconded, I could be mistaken. And also, I wanted to gain clarity on what the motion is because I've heard maybe one or two different things. I just want to be clear.

CHAIRMAN BADGER: Would you be receptive to the clarification that Trustee Turnbull just gave to it?

ATTORNEY BARGE-MILES: Doctor Badger, excuse me, this is Linda. We need a second to that motion.

TRUSTEE SIDERS: I'm asking before that can someone restate the motion.

CHAIRMAN BADGER: Is there a second? Let's put the motion out there. Is there a second to the motion?

TRUSTEE LAWSON: Second.

CHAIRMAN BADGER: Okay. It's motioned and seconded. Now will you restate the motion in a brief fashion?

TRUSTEE MONTGOMERY: My motion is to reject the language that was presented in the counteroffer, specifically the language that says: To the extent required by state regulation. I
believe it should remain within the purview of the Board to require whatever information it so desires as long as it is in accordance with state law. It says to the extent required. All we're saying is we're reserving our right as a board to require the information and that the basics that are required by state regulations can actually be increased by the Board to ask for additional information.

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

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposed the same sign.

(NEGATIVE INDICATIONS).

CHAIRMAN BADGER: Roll call.

ATTORNEY BARGE-MILES: Trustee Alston.

TRUSTEE ALSTON: No.

ATTORNEY BARGE-MILES: Trustee Badger.

(NO RESPONSE).

ATTORNEY BARGE-MILES: Trustee Badger.

CHAIRMAN BADGER: No.

ATTORNEY BARGE-MILES: Trustee Gilzean.

TRUSTEE GILZEAN: Yes.

ATTORNEY BARGE-MILES: Trustee Lawson.

TRUSTEE LAWSON: Yes.

ATTORNEY BARGE-MILES: Trustee McWilliams.
TRUSTEE McWILLIAMS: Yes.
ATTORNEY BARGE-MILES: Trustee Montgomery.
TRUSTEE MONTGOMERY: Yes.
ATTORNEY BARGE-MILES: Trustee Moore.
TRUSTEE MOORE: Yes.
ATTORNEY BARGE-MILES: Trustee Persaud.
TRUSTEE PERSAUD: No.
ATTORNEY BARGE-MILES: Trustee Shannon.
TRUSTEE SHANNON: No.
ATTORNEY BARGE-MILES: Trustee Siders.
TRUSTEE SIDERS: Yes.
ATTORNEY BARGE-MILES: Trustee Turnbull.
TRUSTEE TURNBULL: No.
ATTORNEY BARGE-MILES: Trustee Warren.
TRUSTEE WARREN: No.
ATTORNEY BARGE-MILES: Trustee White.
TRUSTEE WHITE: No.
ATTORNEY BARGE-MILES: Six yeses, seven nos.
CHAIRMAN BADGER: The motion failed.
TRUSTEE MONTGOMERY: Mr. Chairman, on Section 11.1 --
CHAIRMAN BADGER: Wait a minute now. We are back to Trustee Alston's motion, aren't we? That was the substitute that failed.
TRUSTEE MONTGOMERY: Yes, and I'm asking for
the floor with regard to the -- I actually had 11.1
and then the two other clauses and I'm done. I
don't have a protracted amount in the spirit of
what the Board is asking, but I'd ask that I be
able to address these last three and that's all I
have.

TRUSTEE SIDERS: Are they related to the
motion?

TRUSTEE MONTGOMERY: Yes.

CHAIRMAN BADGER: Beginning with 11.1? I'm
trying to follow you.

TRUSTEE MONTGOMERY: 11.1, where it says
Termination for Cause, I as a Board member did not
get clarity with regard to what the posture of the
Board would be. As I read it with the language
that was unanimously approved by the Board less
than a week ago, that when it just says a majority
vote of the Board as set forth in the Board's
Operating Procedures, this allows the Board to
adjust the Board Operating Procedures but we cannot
be in a position where one trustee can decide that
they don't want to vote and that we're then in a
position where, because of this language here where
it says full board, a legal interpretation could
come forward that would require all 13 members in
order for the vote to be valid.

I urge that you strike the proposed change and go with the language that the Board approved a week ago so that the Board is not in the posture that it was with the previous President where, not only would we have to have a supermajority, but we'd have to have all 13 members in agreement. Because as it reads now, if you include the full board, we could possibly be in a situation where if a Board member were sick or if a Board member disagreed or if we didn't have all 13, we would not be able -- we'd be paralyzed and handcuffed as a board and we would not be able to move forward.

The second part of the -- I don't have a problem with 11.1(b), where it says -- where he strikes -- he lines it out, okay, fine. In the spirit of moving forward, no problem. But the language that says: Upon assertion of cause, the Board will notify Doctor Mangum of such allegation and provide for her 30 days to cure if curable is unacceptable.

It's unacceptable because if the -- this is a termination for cause. The additional changes would require the Board to give a 30-day grace period, even in the face of obvious or willful
violations. If she shot somebody today, we
couldn't terminate her; we'd have to wait 30 days
according to this language.

If any -- we had this happen with the previous
president where there was a senior member of the
leadership that did some things that warranted
termination, was allowed to -- the chief executive
let the person resign when the person should have
clearly been fired. If it had come to the Board,
I'm confident the person would have been fired.

But why would we afford someone a -- we're
talking about gross negligence or willful
malfeasance. We're talking about acts of omission
that are felonious or fraudulent. We're talking
about a formal indictment in a court of law for a
felony or misappropriation of University funds or
breaches of any fiduciary responsibility.

The Board should not be handcuffed by a
provision that requires it to wait 30 days. It's
my understanding that this is not standard for
these types of violations. I would agree with this
for termination without cause but not for
termination with cause. So I ask that the language
here, with the exception of that in the first
sentence in (e), I ask that the language here be
stricken and that we revert to the original
language as approved by the Board with the one
exception of striking the words that say "to meet
established performance goals or." I ask that -- I
move -- I make a substitute motion that we reject
the language with the exception of that one portion
in Section (e).

TRUSTEE GILZEAN: I second.

CHAIRMAN BADGER: This is a substitute as well
to the motion that we have on the floor, Trustee
Alston's motion, keep that in mind.

Okay. Now the substitute motion is presented,
and we'll vote on the substitute motion. It has a
second.

TRUSTEE SHANNON: Yeah, there was a second.

CHAIRMAN BADGER: I say it has a second.

TRUSTEE SHANNON: Mr. Chair, I have a --

CHAIRMAN BADGER: I don't know who it was,
but I heard it.

TRUSTEE SHANNON: Mr. Chair, I have a --

ATTORNEY BARGE-MILES: Doctor Badger, could
the person that seconded the motion identify
themselves, please?

TRUSTEE GILZEAN: Trustee Gilzean.

CHAIRMAN BADGER: Gilzean. Thank you, Trustee
Gilzean. Discussion.

TRUSTEE SHANNON: Mr. Chair.

CHAIRMAN BADGER: Trustee Shannon.

TRUSTEE SHANNON: Yes, with respect to Trustee Montgomery's concerns about the beginning of that paragraph where she's asked that the full Board be available to vote on a termination for cause, I would submit that a decision like that is so important that we do need a full board to vote on that type of matter. Thank you.

TRUSTEE PERSAUD: Mr. Chair, this is Persaud.

CHAIRMAN BADGER: Trustee Persaud.

TRUSTEE PERSAUD: I concur with Trustee Shannon. And then secondly, I don't see -- this is a contract, and we're not here to make policies. 5.6 on voting procedures of the trustee manual makes it clear that a majority vote of all members of the Board is required for establishing policy, and also -- and removing the President and for approving or terminating programs.

This was already explained by the University attorney, so I don't see any problem why we are getting involved in this discussion.

TRUSTEE GILZEAN: Because he didn't understand what it meant.
TRUSTEE McWILLIAMS: Mr. Chairman.

Mr. Chairman.

CHAIRMAN BADGER: I thought there was somebody ahead of you. Whoever it was that was laughing, were you asking to be recognized?

TRUSTEE McWILLIAMS: No, I was asking to be recognized just briefly.

CHAIRMAN BADGER: No, I was addressing the person ahead of you, but go ahead. That's Trustee McWilliams.

TRUSTEE McWILLIAMS: Yes, I think if it were not important as Persaud and all of these people allege, then why did they put the word "full" in there? You know, I agree with Trustee Montgomery, somebody could be sick or whatever. I mean why do you have to have the full Board if you've got a majority vote on something.

I think that that is something that their attorney inserted and for her benefit, not for the benefit of the Board or for Florida A & M University.

TRUSTEE PERSAUD: Mr. Chair, just a point of clarification.

CHAIRMAN BADGER: Trustee Persaud.

TRUSTEE PERSAUD: According to our
procedures, our trustee procedures, it says a
majority of all the members of the Board. Unless
I'm stupid, "all" should mean 13, all 13 members of
the Board.

TRUSTEE McWILLIAMS: A majority of 13 is
seven. It doesn't mean that 13 people have to
vote. It means that seven people, that's a
majority of 13.

TRUSTEE GILZEAN: Mr. Chair.

TRUSTEE McWILLIAMS: I took a little math too,
Persaud.

TRUSTEE PERSAUD: You know, it's all members
of the Board.

TRUSTEE GILZEAN: Mr. Chair. Mr. Chair.

CHAIRMAN BADGER: I recognize the person
that's saying "Mr. Chair." Is that Trustee
Montgomery?

TRUSTEE GILZEAN: No, that's Trustee Gilzean.
Just out of quick clarification, we had legal go
ahead and explain and he mentioned earlier that he
really understands this language. What supersedes?
Does the contract language supersed our operating
policy, or does our operating policy supersed?
Because I recall that earlier our General Counsel
said the language that he had in there originally
was the best language to be in there.

Now that that's not there any more, does that mean the operating procedures are null and void as it relates to this contract? Legal, can you please clarify that for me?

ATTORNEY McKNIGHT: Well, the language that I had earlier suggested said that the Board and Doctor Mangum agree the Board may terminate this agreement at any time for cause upon and, in quotes, a majority vote of all of the members of the Board, end quote, as set forth in Article 5.6 of the Board Operating Procedures.

Last Friday that language emerged as voted upon by the Board to: The Board and Doctor Mangum agree that the Board may terminate this agreement at any time for cause upon a majority vote of the Board as set forth in the Board's Operating Procedures, but with also the understanding I think that at the March meeting that there would be a further discussion about how to change or modify those Operating Procedures as it relates to Article 5.6.

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

CHAIRMAN BADGER: Trustee Warren.
TRUSTEE WARREN: Attorney McKnight is partially correct. What I understood we agreed to at the last called meeting was that at the upcoming March meeting that we would entertain language from counsel that would clarify this ambiguity in the procedures.

ATTORNEY McKNIGHT: I think that's -- I think where we left it at was that Trustee --

TRUSTEE WARREN: No, I'm explaining where we left it.

ATTORNEY McKNIGHT: Well, didn't Trustee --

TRUSTEE WARREN: Where we left it was that we would have language that clarified this issue such that the vote would be a majority of the members present, was what we talked about. And so what we were looking for at the March meeting was language back from General Counsel that made the rules clear such that we could have that language included in this contract. That's where we left it, as I understood it.

TRUSTEE MONTGOMERY: Mr. Chairman, Montgomery. As Trustee Warren -- I concur with what he's saying. There is a full transcript of this that was made. I'm looking at the transcript. It says exactly what he said, so it's verified by
transcript.

But to the point here and to other members of the Board's point, I understand there may be students listening and other folks are listening here, but this is a two-way street. If we're seen as being, what you call bickering or petty about these little small things, they sure very quickly inserted the word "full," and they want us to delete the words "as set forth in the Board's Operating Procedures."

I don't understand as a Board why we would delete language that says we're going to follow our procedures. I don't -- it's not redundant in the sense that they're attempting to make this a -- what I call a unanimous vote. If someone is -- I ask for clarification from General Counsel on this.

ATTORNEY McKNIGHT: Well, Trustee Montgomery, can you clarify something for me? Because you've got the transcript in front of you. Do you have -- do you see any comments that were added to by Trustee Alston on this?

TRUSTEE MONTGOMERY: Added to by -- Trustee Alston said that he would -- that he heard the Board loud and clear -- I just lost it; I'll pull
it back up -- that he heard the Board loud and
clear, but it was Trustee Warren who made the
contention that this would be brought to us, back
to us with language from General Counsel.

ATTORNEY McKNIGHT: I thought it was that --
in full context in working with the Operating
Procedures Committee which is chaired by Trustee
Alston.

TRUSTEE GILZEAN: No, the language is right
here. I'm reading it right here on the transcript.

ATTORNEY BARGE-MILES: What page are you on?

TRUSTEE GILZEAN: Are you looking for that
page where that point was made that Trustee Alston
agreed to take it up in his committee so that it
could be brought to the March meeting?

TRUSTEE ALSTON: Yes, this is Trustee Alston.
That is correct. Just to move this forward, that
is what was agreed upon and what I mentioned at the
last meeting.

Could I also just refer quickly, if you don't
mind, Trustee Warren and probably to Trustee
Montgomery, under 22.0 in the contract, by leaving
it the way it is now, that allows us at the March
meeting to make those adjustments, whatever the
Board agrees upon at that time. It does refer to
the FAMU Board policies, regulations and procedures in 22.0 in the contract. So to answer your question, Trustee Gilzean, that's where that applies, in 22.0.

TRUSTEE MONTGOMERY: For the amendment, I just ask that we remove the word "full" and keep the language that we voted on that says "unanimously, that says "as set forth in the Board Operating Procedures."

Mr. Chairman, I divide the question here for purposes of moving this along so that we're not arguing -- so that we're not having discussion about two things. If someone could ask to divide the question -- if we could just vote on that first sentence, on whether to keep it or not. It is what it is. If the Board chooses to keep the language that they voted, fine, if they go with my amendment. That way we can move this along.

TRUSTEE WARREN: Does the amendment require a second?

CHAIRMAN BADGER: The amendment requires a second.

TRUSTEE WARREN: I second it.

CHAIRMAN BADGER: State your motion again, please, for clarity.
TRUSTEE MONTGOMERY: My motion is that the first sentence read: The Board and Doctor Mangum agree that the Board may terminate this agreement at any time for cause upon a majority vote of the Board as set forth in the Board Operating Procedures.

CHAIRMAN BADGER: You've heard the motion.

TRUSTEE PERSAUD: Mr. Chairman.

TRUSTEE WARREN: It was seconded by Trustee Warren.

CHAIRMAN BADGER: Yes. Those in favor.

TRUSTEE PERSAUD: Mr. Chairman, discussion.

CHAIRMAN BADGER: Okay.

TRUSTEE PERSAUD: If I understand Trustee Montgomery, he's saying a majority of the Board. The voting procedures say a majority of all the members of the Board.

TRUSTEE WARREN: We're going to deal with the procedures at the next meeting. We just -- how many times do I have to say this?

CHAIRMAN BADGER: Yeah, but we can't -- we're going to deal with it at the next meeting. It's not in place yet. There is no change yet, am I correct?

TRUSTEE WARREN: The amendment as presented
allows us the flexibility to do so.

TRUSTEE ALSTON: Mr. Chairman, can I make a comment?

CHAIRMAN BADGER: It's your motion. Yes, sir.

TRUSTEE ALSTON: It's Trustee Montgomery's motion. I understand very well. I think that the intent -- I understand the intent of Trustee Warren and Trustee Montgomery to review this area. The only thing I would just raise as caution, I don't want the Board, while we're doing the full Operating Procedures review and hopefully close this out next month because I think we have a few more final changes to bring forward, I don't want this to turn into every other meeting that we open up the Operating Procedures and make amendments or changes to our Board bylaws and procedures because I don't think that's the real spirit and intent of the policy. So I'll just leave it at that.

CHAIRMAN BADGER: Okay. Thank you.

Trustee Montgomery.

TRUSTEE MONTGOMERY: I've made the motion. I divided the question. There is a second part. A second question will be on the additional language that they added in the last paragraph, but I made the motion on this and I think we're due for a
vote.

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

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposed the same sign.

(NEGATIVE INDICATIONS).

CHAIRMAN BADGER: Roll call, please.

ATTORNEY BARGE-MILES: Trustee Alston.

TRUSTEE ALSTON: No.

ATTORNEY BARGE-MILES: Trustee Badger.

CHAIRMAN BADGER: No.

ATTORNEY BARGE-MILES: Trustee Gilzean.

TRUSTEE GILZEAN: Yes.

ATTORNEY BARGE-MILES: Trustee Lawson.

TRUSTEE LAWSON: Yes.

ATTORNEY BARGE-MILES: Trustee McWilliams.

TRUSTEE McWILLIAMS: Yes.

ATTORNEY BARGE-MILES: Trustee Montgomery.

TRUSTEE MONTGOMERY: Yes.

ATTORNEY BARGE-MILES: Trustee Moore.

TRUSTEE MOORE: Yes.

ATTORNEY BARGE-MILES: Trustee Persaud.

TRUSTEE PERSAUD: No.
ATTORNEY BARGE-MILES: Trustee Shannon.
TRUSTEE SHANNON: No.
ATTORNEY BARGE-MILES: Trustee Siders.
TRUSTEE SIDERS: No.
ATTORNEY BARGE-MILES: Trustee Turnbull.
TRUSTEE TURNBULL: No.
ATTORNEY BARGE-MILES: Trustee Warren.
TRUSTEE WARREN: Yes.
ATTORNEY BARGE-MILES: Trustee White.
TRUSTEE WHITE: No.
CHAIRMAN BADGER: It failed.
Now you had a second one, Trustee Montgomery?
ATTORNEY BARGE-MILES: Six yeses, seven nos.
TRUSTEE MONTGOMERY: Okay. Very quickly, Mr. Chairman.

CHAIRMAN BADGER: I'm sorry, I didn't mean to interrupt you, Linda.

TRUSTEE MONTGOMERY: Again, to move it along, the last sentence inserts language that would require a 30-day, what I call cooling-off period that some members seem to be averse to, but a cooling-off period in between the time of making a decision. I'm making the motion that we delete the language that they present -- as presented in the counteroffer. It's very simple. It ties --
CHAIRMAN BADGER: Where are you?

TRUSTEE MONTGOMERY: It ties our hands. In the last sentence of 11.1.

CHAIRMAN BADGER: 11.1?

TRUSTEE MONTGOMERY: I move that we reject the language as presented. It changes -- excuse me, I move that we reject the changes as presented. I offer it in the form of a substitute motion.

CHAIRMAN BADGER: Is there a second?

TRUSTEE SIDERS: I'm sorry, Mr. Chair.

CHAIRMAN BADGER: Trustee Gilzean.

TRUSTEE GILZEAN: No, that's not me.

TRUSTEE SIDERS: No, this is Trustee Siders.

Yeah, Trustee Montgomery, where are you specifically? I'm trying to find where you are specifically.

TRUSTEE MONTGOMERY: I'm sorry, Mr. Chairman, if I may.

CHAIRMAN BADGER: Yes.

TRUSTEE MONTGOMERY: In 11.1, Termination for Cause, if you read down (a), (b), (c), (d) (e), the next sentence, they've inserted a line that says: Upon asserting an allegation for cause, the Board will notify Doctor Mangum of such allegation and provide her 30 days to cure if curable.
I move that we reject that language and keep the language that we unanimously approved a week ago. This would require us -- this would handcuff us for 30 days on any decision upon being notified of any type of information. It requires the Board to wait 30 days before it could take any action with regard to Doctor Mangum, even if it says (a), (b), (c), (d) or (e).

And please be mindful of the incident that took place on campus nearly two years ago. And I ask, in the form of an amendment, that we reject this language.

CHAIRMAN BADGER: Is there a second?

TRUSTEE SIDERS: Yeah, I second.

CHAIRMAN BADGER: Motion and second. Any discussion?

TRUSTEE ALSTON: Yes, Alston.

CHAIRMAN BADGER: Trustee Alston.

TRUSTEE ALSTON: Yes, Attorney McKnight, let me ask a question. On the last sentence under 11.1 where it says: In the event of termination for cause by the Board, Doctor Mangum's employment as President shall cease and she shall not be entitled to any further compensation or benefit, is there any -- I guess based on the motion, does that --
how is that related to the insertion from -- that
we received from Doctor Mangum's team?

ATTORNEY McKNIGHT: Thank you for asking.

Basically, it would mean that although she could be
terminated as President her tenure would still be
intact.

TRUSTEE ALSTON: Okay. If I could do a
follow-up. Based on this language, the Board is
the one making the determination if a situation is
curable. That sentence is focusing more on curing
the situation rather than tying the Board to a
30-day holding period; is that correct?

ATTORNEY McKNIGHT: That's correct, to the
extent that it is curable; and of course, for
example, if you look at Paragraph (c), formal
indictment or charge, I think Doctor Mangum would
understand that the Board would, Number 1, reserve
the right to determine if that would be curable,
but more likely than not it would not be so.

TRUSTEE ALSTON: So last question: If the
Board perceives something not curable, we would not
be bound by 30 days?

ATTORNEY McKNIGHT: That's correct.

TRUSTEE ALSTON: Okay.

CHAIRMAN BADGER: The motion is on the floor.
Was it seconded?

TRUSTEE SHANNON: Yes, it was seconded.

CHAIRMAN BADGER: Okay. Those in favor of Trustee Montgomery's motion let it be known by the sign aye.

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposed the same sign.

(NEGATIVE INDICATIONS).

CHAIRMAN BADGER: Roll call.

ATTORNEY BARGE-MILES: Trustee Alston.

TRUSTEE ALSTON: No.

ATTORNEY BARGE-MILES: Trustee Badger.

CHAIRMAN BADGER: No.

ATTORNEY BARGE-MILES: Trustee Gilzean.

TRUSTEE GILZEAN: Yes.

ATTORNEY BARGE-MILES: Trustee Lawson.

TRUSTEE LAWSON: Yes.

ATTORNEY BARGE-MILES: Trustee McWilliams.

TRUSTEE McWILLIAMS: Yes.

ATTORNEY BARGE-MILES: Trustee Montgomery.

TRUSTEE MONTGOMERY: Yes.

ATTORNEY BARGE-MILES: Trustee Moore.

TRUSTEE MOORE: Yes.

ATTORNEY BARGE-MILES: Trustee Persaud.

TRUSTEE PERSAUD: No.
CHAIRMAN BADGER: Trustee Shannon.
(NO RESPONSE).

ATTORNEY BARGE-MILES: Trustee Shannon.
TRUSTEE SHANNON: Oh, I'm sorry. No.

ATTORNEY BARGE-MILES: Trustee Siders.
TRUSTEE SIDERS: Yes.

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

ATTORNEY BARGE-MILES: Trustee Warren.
TRUSTEE WARREN: No.

ATTORNEY BARGE-MILES: Trustee White.
TRUSTEE WHITE: No.

ATTORNEY BARGE-MILES: Six yeses, seven nos.
CHAIRMAN BADGER: Okay. It failed.

Trustee Montgomery.

TRUSTEE MONTGOMERY: Okay. I only have two more. I call your attention to 12 point --

CHAIRMAN BADGER: I thought you said you only had four.

TRUSTEE MONTGOMERY: That's it and I'm done.

12.0, under Resignation.

CHAIRMAN BADGER: You said you only had three more.

TRUSTEE MONTGOMERY: Right, I have two now.

CHAIRMAN BADGER: Two, okay.
TRUSTEE MONTGOMERY: Okay, there are two. Okay. Under Resignation, 12.0.

CHAIRMAN BADGER: You're at 12.0?

TRUSTEE MONTGOMERY: Yes, under 12.0, this was my original motion that said: In the event of discovery of conduct determined by the Board to be consistent with paragraph 11.1, (a), (b), (c) or (d), that occurred prior to resignation, termination or natural expiration of the agreement, Doctor Mangum shall not be entitled to further compensation or benefits.

This language was unanimously approved by the Board in our last meeting. It's important for the Board in its capacity as the governing body of the Institution to make clear that no one gets a pass, including the President. You can't do -- you can't do something that you would get terminated for and get away with it by simply resigning or allowing natural expiration of the contract. We should hold all of our senior administrators accountable in accordance with the statute of limitations as prescribed by law, but we should also send a message that stepping down doesn't get you off the hook if willful violations occur.

If approval of deletion of this clause would
send a mixed message to anyone at FAMU who is thinking about doing something wrong -- I go to our problem that we had in 2011 when the Board was told about a member of the senior leadership team, a well-paid and well-compensated vice president, the person was allowed to resign, was not held accountable to the maximum extent.

This Board had 13 to 15 false reports over a two-and-a-half-year period, no one was held accountable. The President at the time said they didn't know what was going on. It was quite obvious to anyone who was paying attention. This is not a punitive clause. It simply allows the Board to maintain its right to hold the chief executive accountable.

How does it benefit FAMU to have anyone in a position of authority who could commit acts that would be harmful to FAMU and then walk away and leave us in a position where we have to pay them millions of dollars until they retire? It doesn't make sense, and I urge that we reject their change and strike this provision that we unanimously approved less than a week ago, add the provision back so that we're not in a position that puts us as a Board where we're moving into institutional
control in terms of governance. That's my substitute.

CHAIRMAN BADGER: Is that your motion?

TRUSTEE MONTGOMERY: I move that we reject the change.

CHAIRMAN BADGER: Is there a second?

TRUSTEE McWILLIAMS: Second.

CHAIRMAN BADGER: Seconded by Trustee McWilliams?

TRUSTEE McWILLIAMS: Yes.

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

(AFFIRMATIVE INDICATIONS).

TRUSTEE SHANNON: Can we have discussion, please?

CHAIRMAN BADGER: Discussion. I'm sorry. Thank you.

TRUSTEE WARREN: Mr. Chairman.

CHAIRMAN BADGER: Was that Trustee Shannon first?

TRUSTEE SHANNON: Yes, I had a question that I wanted counsel to clarify. I wanted to know if the previous provisions in the contract that discussed termination for cause, if that is -- also speaks to further payment. So in other words, if the
President is terminated for cause, do we have further payments under this contract?

ATTORNEY McKNIGHT: No, it says under -- for cause? You said for cause, Trustee Shannon?

TRUSTEE SHANNON: Yes.

ATTORNEY McKNIGHT: Okay. If you look on Page 6 of 11, the sentence prior to 11.2, termination without cause: In the event of termination for cause by the Board, Doctor Mangum's employment -- and this was the language going back to Friday, would say -- Doctor Mangum's employment as President shall cease and she shall not be entitled to any further compensation or benefits.

The document before you adds the term "as President," as so reflected in that revised document.

TRUSTEE MONTGOMERY: Question for counsel, Mr. Chairman.

CHAIRMAN BADGER: Trustee Montgomery.

TRUSTEE MONTGOMERY: Question for counsel: With the language, if we approve their changes, which would be to strike this section, what would happen or what position would the Board be in if any of the say (a), (b), (c), or (d) were committed and we did not find out until after the President
was able to resign? The provisions in the contract right now say the President can resign at any time for any reason, so just if a situation arose where the President knew that she had done things that could cause termination, according to this contract, could she not resign knowing that she had committed those things and that would get her off the hook? Unless they were felonies, that would get her off the hook from being held accountable by the Board going forward?

CHAIRMAN BADGER: Somebody would have to accept the resignation, wouldn't he?

TRUSTEE MONTGOMERY: Let's ask General Counsel. Actually, according to the language, do we have to accept her resignation, or do we have an option on whether or not to accept her resignation? I'm asking counsel for that clarification.

CHAIRMAN BADGER: Okay.

ATTORNEY McKNIGHT: Yeah, it is not standard practice to accept the resignation because it's offered. No, to answer that question directly. Some resignations have been rejected.

TRUSTEE MONTGOMERY: And to my other question, can you answer that question for me?

ATTORNEY McKNIGHT: Can you repeat that
question?

TRUSTEE MONTGOMERY: My other question is: If the President does something that if the Board knew about could terminate her for cause and then decides, okay, well, the Board is going to find out about this, I'm going to resign and then resigns, what recourse does the Board then have if we find out about it later but while we're still paying her hundreds of thousands of dollars per year? Do we still have any recourse as -- with the exception of the felony, do we still have any recourse as a Board for actions that she took while she was President?

ATTORNEY McKNIGHT: In your scenario, what is her title?

TRUSTEE MONTGOMERY: Professor.

ATTORNEY McKNIGHT: The University can terminate her at the discretion of the Provost.

CHAIRMAN BADGER: Okay. Is that your second question, Trustee Montgomery?

TRUSTEE MONTGOMERY: It was a point of clarification. I'm still a little confused, but okay.

TRUSTEE WHITE: Mr. Chairman, this is Trustee White.
CHAIRMAN BADGER: Trustee White.

TRUSTEE WHITE: Yes. So, again, the only reason I had no issue with the striking of this is because, as Attorney McKnight just pointed out, it was addressed, in my opinion, in the last sentence of Section 11.

CHAIRMAN BADGER: It's already addressed in Section 11?

TRUSTEE WHITE: Yes.

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

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Those opposed same sign.

(NEGATIVE INDICATIONS).

TRUSTEE MONTGOMERY: Mr. Chairman.

Mr. Chairman. Mr. Chairman, I'm just following in accordance with the rules. I'm posing a question prior to the completion of the vote. My question was for General Counsel.

If things were discovered for the previous President right now, is there any recourse that we would have with regard to the previous President? If things that were committed that would have been termination for cause, is there any -- what recourse does the Board have right now with the
person's status as a professor.

ATTORNEY BARGE-MILES: Doctor Badger, we have some -- a lot of excess noise, if someone could mute their line maybe.

CHAIRMAN BADGER: Thank you. Now can we hear you, Trustee?

TRUSTEE MONTGOMERY: My question was: If we have a former president on staff, if something was discovered that had took place under his tenure that would have been a reason for termination for cause, what recourse or mechanism would the Board have right now to ensure that that individual is held accountable for in their capacity now as a professor with regard to their tenure as President?

CHAIRMAN BADGER: You're asking that of legal counsel I hope.

ATTORNEY McKNIGHT: Yeah, he just said the Provost can fire a tenured professor. I didn't realize that was the case, but I'm wanting clarification on that; that if something is found out about the previous President that occurred under his watch that was a fireable offense at the time, according to what I heard him say, the Provost can hear about that now and then terminate him as a tenured professor for what he did while he
was President. That's what I heard the counsel say. I'm just asking for clarification if that is in fact the case.

ATTORNEY McKNIGHT: Well, I don't have the prior contract of the former President in front of me, but what I do recall, I don't think it had -- when they talk about termination for cause, I only think it had maybe three areas; and probably -- the three areas are probably (a), (b), and (c), just from my recollection of what you may see in Doctor Mangum's.

TRUSTEE MONTGOMERY: I'm saying, just to move this along, for the record, if something occurs that would be a fireable offense during her tenure, if she makes it through the process and then a year later -- or she resigns and she's getting all this money, the Provost could find that she did something while she was President and then terminate her professorship? Just to be clear, that's what I thought I heard you say.

ATTORNEY McKNIGHT: I think that that could be considered, as a professor. There is a document called a Collective Bargaining Agreement. It defines just cause as being misconduct and/or incompetence. And if there would come an occasion
of which we discovered something that was probably well within -- that's listed here before you, in terms of like, for example, a formal indictment or a charge, that's just cause under the Collective Bargaining Agreement. And that's usually within the purview of the President or the Provost; but typically, for professors, it's the Provost and Vice President for Academic Affairs.

TRUSTEE McWILLIAMS: Mr. Chairman.

CHAIRMAN BADGER: Trustee McWilliams.

TRUSTEE McWILLIAMS: Yes, I just had a question about this because when they inserted "as President," to me, and I may be wrong, but we said, you know, if we terminated somebody for cause, and you talk about all of these major, major offenses that you would use for cause, then the person would be entitled to no further benefits; and I thought that was as it should be.

But then when they said "as president," to me that meant, well, no, you wouldn't be entitled to any further benefits as President, but you could be terminated for cause, I mean some major offense, financial indiscretion or whatever, but we would still owe you for post-presidential kinds of things, like the sabbatical and then coming back as
a professor on campus and all of that. And I thought that was -- if somebody is terminated for cause, why would you want such a person? Why would you want to continue that kind of a relationship where you're paying a person like that? You know, am I misinterpreting this.

UNIDENTIFIED TRUSTEE: That would be pretty slick though.

TRUSTEE McWILLIAMS: Pardon?

TRUSTEE GILZEAN: I think that was a question for legal.

ATTORNEY McKNIGHT: Oh, it was a question for me, Doctor McWilliams?

TRUSTEE McWILLIAMS: Well, yeah, it --

ATTORNEY McKNIGHT: I mean if it -- okay, I didn't -- I thought you had a general question out there. I mean I would not --

TRUSTEE McWILLIAMS: No, that's a very specific question because it suggests that we would be kind of in bed with somebody who we know has done something wrong and we're still compensating that person, not as president but in some other capacity. From an ethical standpoint, I have a real big problem with that, and I just want to make sure that I'm understanding this correctly.
Because when they add that you don't owe us anything as President, when they put in "as President," but you still owe us for all these other things that you tack on post presidency, and I would think that that would be inappropriate for someone who has been terminated for cause, but could you tell us better?

CHAIRMAN BADGER: Would those things be benefits? Just for my clarity, it says compensation or benefits. Are the things you're talking about benefits?

ATTORNEY McKNIGHT: It's both.

CHAIRMAN BADGER: Okay.

ATTORNEY McKNIGHT: As listed in --- as written in the sentence. But to make a long story short, in the prior President's contract, that language was there. I did not add that language, and I would not --

TRUSTEE McWILLIAMS: -- add that right there, "as President."

ATTORNEY McKNIGHT: Yeah, I didn't add it, and so what I'm saying is my advice as counsel would not be to add it because I didn't add it before.

TRUSTEE McWILLIAMS: Yeah, but it was added -- in this rebuttal that we got back, those words were
added, and that's what I'm trying to get the Board to see, that that's a significant addition because it means, even if you terminate somebody for cause and you have no further obligations to pay them as President, under that scenario, you're still obligated to pay them for all these post presidential things which amounts to quite a bit. It means you're still tied to this person you terminated for cause in a fashion that, from an ethical standpoint, doesn't look very good.

CHAIRMAN BADGER: Mr. Chairman, question for counsel.

CHAIRMAN BADGER: Trustee Montgomery.

TRUSTEE MONTGOMERY: If say we terminated Doctor Mangum for misappropriation of millions of dollars, according to this language, would we still be required to pay her millions of dollars in compensation as a tenured professor? This is a yes-or-no question.

ATTORNEY McKNIGHT: Yes.

TRUSTEE MONTGOMERY: Okay. I just wanted to make that clear for the record. Whoever is voting -- that was my intention, was to present that, but we've already voted on it, so I think we actually have to move on.
I only have one more -- well, this and one more section, Mr. Chairman, and I'll conclude.

ATTORNEY McKNIGHT: For point of clarification, I think there might have been a motion and a second, and there might have been a voice vote. I don't know. Was there a roll call? I'm sorry.

TRUSTEE SHANNON: I don't think we voted on it yet.

TRUSTEE GILZEAN: No, we haven't.

ATTORNEY BARGE-MILES: You were in the middle of a voice vote, and I think Trustee Montgomery interjected at that point.

CHAIRMAN BADGER: Let's omit the voice vote and go directly to roll call.

ATTORNEY BARGE-MILES: Trustee Alston.

TRUSTEE ALSTON: No.

ATTORNEY BARGE-MILES: Trustee Badger.

CHAIRMAN BADGER: No.

ATTORNEY BARGE-MILES: Trustee Gilzean.

TRUSTEE GILZEAN: Yes.

ATTORNEY BARGE-MILES: Trustee Lawson.

TRUSTEE LAWSON: Yes.

ATTORNEY BARGE-MILES: Trustee McWilliams.

TRUSTEE McWILLIAMS: Yes.
ATTORNEY BARGE-MILES: Trustee Montgomery.

TRUSTEE MONTGOMERY: Yes.

ATTORNEY BARGE-MILES: Trustee Moore.

TRUSTEE MOORE: Yes.

ATTORNEY BARGE-MILES: Trustee Persaud.

TRUSTEE PERSAUD: No.

ATTORNEY BARGE-MILES: Trustee Shannon.

TRUSTEE SHANNON: No.

ATTORNEY BARGE-MILES: Trustee Siders.

TRUSTEE SIDERS: No.

ATTORNEY BARGE-MILES: Trustee Turnbull.

TRUSTEE TURNBULL: No.

ATTORNEY BARGE-MILES: Trustee Warren.

TRUSTEE WARREN: No.

ATTORNEY BARGE-MILES: Trustee White.

TRUSTEE WHITE: No.

ATTORNEY BARGE-MILES: Five yeses, eight nos.

CHAIRMAN BADGER: So it failed.

TRUSTEE LAWSON: Mr. Chair, I'm sorry, is Montgomery done? Because I have a friendly amendment I'd like to make to Trustee Alston's motion.

TRUSTEE MONTGOMERY: This is the last one, Mr. Chairman, that I have, 13.0, Sabbatical and Post-Presidential Faculty Position.
CHAIRMAN BADGER: Wait a minute, you said this is the last one, or the last one was the last one? I didn't hear you, I'm sorry.

TRUSTEE MONTGOMERY: No, this is the last one.

CHAIRMAN BADGER: Okay. Okay, this is -- proceed.

TRUSTEE MONTGOMERY: It's my understanding that Doctor Mangum does not currently have tenure. In her own words, she told us that she wouldn't be on the short list for the president at the institution where she was currently employed, so it doesn't appear that her current employer would offer her this same type of golden parachute. She's already going to get a severance payment. When we look at salaries in the post-presidency faculty position, we're already looking at paying her $382,000 plus benefits as a professor who has never taught, has never been published, and has never done research.

If you approve this as going forward -- I mean this is -- the motion to eliminate tenure as a provision of the contract only lost by two votes, four to six; it failed. So when you go to 13.1 under the sabbatical, the motion was to remove 13.1, Paragraph (c). It was overwhelmingly passed.
by the Board less than a week ago with only two no
votes. It was like eight or nine to two in favor
of removing this clause.

If she serves 30 days as President, one month,
as -- as a matter of fact, one week or one day as
President, if we leave this in here, she's entitled
to resign at any time, she can have a disagreement
with the Board, for whatever reason, she can resign
at any time, we'd have to pay her for another 90
days as if she was president, whether we kept her
on board or not. We'd have to pay her for an
entire year as if she was President. You know, and
her sabbatical, all of the benefits now, the money,
the annuities, everything as if she was President,
and then we'd have to come back and pay her
$382,000 as a faculty member, which is six or seven
times what the average faculty member makes at FAMU
in one year -- I mean, excuse me, in five years,
she gets that in one year.

Keeping this paragraph in here gives her no
incentive to perform because at any time, if she
gets sideways with the Board, she could say, look,
I'm out of here, and she walks away with this
golden parachute provision that will pay her
millions of dollars if she elects to stay at FAMU
for three or four years or more. If she stays ten
years, it's going to cost us $5 million to keep
her. She can sign the contract and walk away from
it in 30 days, in three months. So our leverage as
a board goes away. The minute she gets upset with
us or she disagrees with us, she can say, I'm out
of here, and we're going to have to pay her.

I urge that we delete this section and go with
what we approved overwhelmingly less than a week
ago. I offer that as a motion.

TRUSTEE WHITE: Mr. Chair, could counsel
respond?

TRUSTEE WARREN: Mr. Chairman, could I --

CHAIRMAN BADGER: Yes, I --

TRUSTEE GILZEAN: I would like the counsel to
respond, Mr. Chair.

CHAIRMAN BADGER: Hold it, hold it. I've got
counsel and Trustee White?

TRUSTEE WHITE: Yes, please.

CHAIRMAN BADGER: I'm going to do it in this
order, Trustee White, followed by Trustee -- by the
counsel.

ATTORNEY McKNIGHT: What am I responding to?
I'm sorry.

CHAIRMAN BADGER: Trustee White.
TRUSTEE WHITE: So if Trustee Montgomery, and actually I guess really Trustee Alston, if they would accept the following as a friendly -- if he would accept the following as a friendly amendment to change that to 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 months.

CHAIRMAN BADGER: For what year of the agreement?

TRUSTEE WHITE: The third year.

CHAIRMAN BADGER: Okay. It sounded like you said the first. Okay.

TRUSTEE WHITE: No, the third year. Now I'm offering that as a friendly amendment to Trustee Alston's motion.

CHAIRMAN BADGER: Trustee Alston, do you accept it?

TRUSTEE ALSTON: I'm sorry, I'm back on. This section also was a little dis -- you know, had some discomfort for me as well. I'm okay with accepting that. Hopefully -- Trustee Montgomery, are you okay with that compromise as well?

TRUSTEE MONTGOMERY: I'd be more comfortable
with language that says she has to serve a full term as President before we're in a posture of having to provide the sabbatical. It appears with this Board that we're locked in with a majority that's not going to make any substantive changes, I mean on behalf of the Institution. So if this is the best that we can get, that she serves two years and then we still have to give her a full year if she resigns at any time, if that's the best that we can do, that you're prepared to offer, that can pass the majority, then I'd be open to it. But I still, for the record, am opposed to paying people for potential failure.

If for some reason at any time she decides to leave -- for General Counsel, if Trustee White's motion is applicable, at what point would she be eligible to take a sabbatical and still receive the entire 12 -- I mean the entire full year, if we go with Trustee White's motion -- I mean, excuse me, amendment?

CHAIRMAN BADGER: I need some clarity if you will. Did you say for six months or for the full year?

TRUSTEE WHITE: Okay, so let me -- I can repeat it, but the simple version is that if she
were to resign before the beginning of her third year, she would receive a sabbatical of six months.

TRUSTEE ALSTON: I'll accept the friendly amendment.

TRUSTEE McWILLIAMS: So that means if she resigns after one week you're still going to give her six months, right? Because that's before the beginning of the third year. Six months paid, that's what 210,000, 12 thousand dollars?

TRUSTEE MONTGOMERY: Actually, it's nine months, for clarification, because she gets to give 90 days notice, so she gets the three months plus the six months. So this still effectively gives her nine months, so it doesn't do very much. And if you get into the second year, according to the contract, we have to have a deal negotiated by June 30th, 2016, so we're going to be bumping up on the time where we have to decided whether to renew her anyway.

If we don't renew her, she doesn't have an incentive to resign because it would allow for natural expiration of the contract as defined here in the contract. So that actually is a smoke screen. That doesn't make any sense to go to this. We might as well just vote it up or down with
regard to giving her all the benefits on day one and let it be known in the record who thought that it was a good idea to give full benefits after serving as President for one day, one month, three months, or what have you. That's what I would be comfortable with.

I also question from a parliamentary perspective, I made a -- I had a substitute motion on the floor. He is offering a motion to the main motion, which if you really think it through, is a substitute motion, carries and replaces the motion. So with regard -- I think it's out of order for him to offer the amendment to what was considered the main motion when I have a substitute motion on the floor. Let's just vote it up or down and move on.

CHAIRMAN BADGER: Those in favor of the substitute motion say aye.

(AFFIRMATIVE INDICATIONS).

TRUSTEE MOORE: Can I clarify --

CHAIRMAN BADGER: Wait, wait, wait.

(MULTIPLE CONVERSATIONS).

ATTORNEY BARGE-MILES: Doctor Badger, I don't believe there was a second to Trustee Montgomery's motion.

TRUSTEE WHITE: Which motion was it?
TRUSTEE WARREN: That was Trustee White's motion, wasn't it?

ATTORNEY BARGE-MILES: No, to Trustee Montgomery's motion.

CHAIRMAN BADGER: Montgomery had a substitute motion on the floor.

TRUSTEE SHANNON: Can you restate that substitute motion, please, for clarity?

TRUSTEE MONTGOMERY: Sure, absolutely. I lost my place here. It was to strike -- the substitute motion was to reject the counteroffer and any changes in 13.1. That would effectively remove 13.1, Section (c).

TRUSTEE LAWSON: Second.

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

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposed the same sign.

(NEGATIVE INDICATIONS).

CHAIRMAN BADGER: Roll call.

ATTORNEY BARGE-MILES: Trustee Alston.

TRUSTEE ALSTON: No.

ATTORNEY BARGE-MILES: Trustee Badger.

CHAIRMAN BADGER: No.
ATTORNEY BARGE-MILES: Trustee Gilzean.

TRUSTEE GILZEAN: Yes.

ATTORNEY BARGE-MILES: Trustee Lawson.

TRUSTEE LAWSON: Yes.

ATTORNEY BARGE-MILES: Trustee McWilliams.

TRUSTEE McWILLIAMS: Yes.

ATTORNEY BARGE-MILES: Trustee Montgomery.

TRUSTEE MONTGOMERY: Yes.

ATTORNEY BARGE-MILES: Trustee Moore.

TRUSTEE MOORE: Yes.

ATTORNEY BARGE-MILES: Trustee Persaud.

TRUSTEE PERSAUD: No.

ATTORNEY BARGE-MILES: Trustee Shannon.

TRUSTEE SHANNON: No.

ATTORNEY BARGE-MILES: Trustee Siders.

TRUSTEE SIDERS: Yes.

ATTORNEY BARGE-MILES: Trustee Turnbull.

TRUSTEE TURNBULL: No.

ATTORNEY BARGE-MILES: Trustee Warren.

(NO RESPONSE).

ATTORNEY BARGE-MILES: Trustee Warren.

(NO RESPONSE).

ATTORNEY BARGE-MILES: Trustee White.

TRUSTEE WARREN: No. This is Trustee Warren.

TRUSTEE WHITE: And Trustee White no.
ATTORNEY BARGE-MILES: The vote is five yeses, eight nos.

CHAIRMAN BADGER: Okay.

TRUSTEE McWILLIAMS: No, I think we had -- no, I think you miscounted.

TRUSTEE MONTGOMERY: That's not correct.

CHAIRMAN BADGER: The motion doesn't pass.

ATTORNEY BARGE-MILES: Oh, I'm sorry, it was -- I'm sorry, you're right.

TRUSTEE MOORE: It was seven, six.

ATTORNEY BARGE-MILES: It was seven, six.

TRUSTEE McWILLIAMS: Let's get it straight because I want --

ATTORNEY BARGE-MILES: I'm sorry. I have it now. I didn't see --

TRUSTEE McWILLIAMS: I want to make clear, you know, who these people are --

ATTORNEY BARGE-MILES: Gilzean -- the ones that voted yes, were Trustee Gilzean, Lawson, McWilliams --

TRUSTEE LAWSON: The motioned passed?

ATTORNEY BARGE-MILES: -- Montgomery --

TRUSTEE GILZEAN: No, it failed.

ATTORNEY BARGE-MILES: -- Moore --

TRUSTEE MONTGOMERY: I wasn't clear on Warren.
How did Warren vote?

TRUSTEE LAWSON: We didn't hear Warren's vote.

ATTORNEY BARGE-MILES: Warren voted no.

CHAIRMAN BADGER: Will you guys give me a pause for half a second and let me answer the door through the window?

(BRIEF PAUSE).

TRUSTEE LAWSON: Did we hear Trustee Warren's vote?

TRUSTEE TURNBULL: Yes.

ATTORNEY BARGE-MILES: Yes.

TRUSTEE TURNBULL: It was no.

TRUSTEE MONTGOMERY: Well, like Trustee McWilliams, I want there to be a record should this actually happen of who decided that this -- who voted this way. So, again, we're asking that a transcript of this conversation be included for --

CHAIRMAN BADGER: Thank you.

TRUSTEE MONTGOMERY: -- be included for -- Mr. Chairman, I was asking that a full trans -- I'm done with my edits -- my amendment. I'm asking that a full transcript of this meeting be provided as a matter of public record along with the minutes from this meeting, that it would be posted on the website so that this will move into perpetuity and
that future boards will be able to see how the board arrived at its decision. Thank you.

TRUSTEE LAWSON: Mr. Chair.

CHAIRMAN BADGER: Yes.

TRUSTEE LAWSON: Yes, I'd like to offer a couple of friendly amendments for Trustee Alston to consider. I'll be brief.

The first, and I'll go quickly, is to strike 6.3, the rationale being, we have a driver, we have a state car; and if there's a dealership in the city that agrees to provide the President a car separate from this compensation, that's an independent agreement we don't need to be a part of, so I don't think that one is necessary.

Moving to 11.2, Section (c) --

ATTORNEY BARGE-MILES: Excuse me, Doctor Badger.

CHAIRMAN BADGER: Yes.

ATTORNEY BARGE-MILES: Trustee White had moved for a friendly amendment, and I think then we went back to deal with Trustee Montgomery's motion, his substitute motion.

CHAIRMAN BADGER: That's correct.

ATTORNEY BARGE-MILES: So Trustee White made the motion for the friendly amendment but it never
did carry through, we didn't get a second, or he
didn't ask for a second on that.

TRUSTEE WARREN: So it dies, right?

TRUSTEE GILZEAN: Yeah, it dies.

TRUSTEE WARREN: So moving forward --

TRUSTEE WHITE: I actually -- I believe I was
asking whether Trustee Alston would accept a
friendly amendment and it was ruled that I had
asked out of order.

CHAIRMAN BADGER: Correct.

TRUSTEE WHITE: So Trustee Alston, I believe,
would have to accept the friendly amendment.

TRUSTEE ALSTON: Yes, my apologies. I did
accept the friendly amendment. I thought I'd
mentioned that.

ATTORNEY BARGE-MILES: Yeah, he did.

TRUSTEE WARREN: So now we vote on the
amendment?

ATTORNEY BARGE-MILES: There was no second.

TRUSTEE MOORE: Second.

CHAIRMAN BADGER: Who was that?

TRUSTEE MOORE: Kim, Trustee Moore.

TRUSTEE SHANNON: Could you restate the
friendly amendment?

CHAIRMAN BADGER: Restate the friendly
amendment, please.

ATTORNEY BARGE-MILES: Trustee White.

TRUSTEE WHITE: Sorry, yes. So the friendly amendment was 13.1 (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, sabbatical shall be reduced to six months.

CHAIRMAN BADGER: The amendment is accepted. Okay, is there a second?

DOCTOR ROBINSON: Mr. Chairman, a point of order, the amendment has been accepted as a friendly amendment. It is thereby incorporated into Trustee Alston's original amendment.

TRUSTEE ALSTON: That is correct.

ATTORNEY BARGE-MILES: His original motion.

DOCTOR ROBINSON: His original motion, I'm sorry.

CHAIRMAN BADGER: Okay.

TRUSTEE LAWSON: Okay. So I believe I'm up, Mr. Chair, if that's been accepted.

CHAIRMAN BADGER: It's been accepted.

TRUSTEE LAWSON: Okay. So this is offered as a friendly amendment to the original motion by Trustee Alston; and that is, the friendly amendment
is to strike 6.3. I previously gave the rationale. The third piece of the friendly amendment is Section 11.2 (c), to revert to the original agreed-upon language as of the last conference call. The rationale being, specifically in the last sentence of the paragraph, if the individual -- I'd like to take the name out because I think we're talking a contract not a person -- if the individual agrees and notifies us and accepted gainful employment, then I believe that the payment should stop.

And then moving to Section 13.2, I propose that we go back to the 75% that was agreed upon by a majority vote in our meeting as of last week. Those are my three recommended friendly amendments to Trustee Alston's initial amendment -- initial motion, excuse me.

TRUSTEE ALSTON: Mr. Chairman.

CHAIRMAN BADGER: Yes, sir.

TRUSTEE ALSTON: If I could just make a recommendation. Trustee Lawson, would you mind offering those as substitutes? I don't want to -- I have my own personal thoughts around this as well, so I don't want to attach it to the main motion.
TRUSTEE LAWSON: Sure, I will change it to a substitute.

TRUSTEE ALSTON: Thank you.

TRUSTEE TURNBULL: Mr. Chairman, I still have to say we are not in order to offer substitute amendments. They have to be an amendment to the motion; otherwise, if we vote on the substitute amendments, we eliminate the original motion.

TRUSTEE ALSTON: Yes, I think, Trustee Turnbull, you're right. I think the language that Trustee Lawson should be using is a substitute motion.

TRUSTEE LAWSON: I am okay with that, and I'd like to, without repeating everything, change it, Mr. Chair, if I'm in order, to a substitute motion to eliminate those three items from the contract.

TRUSTEE TURNBULL: Which eliminates the original motion. It eliminates Trustee Alston's motion.

TRUSTEE LAWSON: If that's proper parliamentarian procedure, then I'm okay with that. My simple request is to eliminate those three items. That is my motion.

CHAIRMAN BADGER: Would the motion eliminate
Trustee Alston's motion?

   TRUSTEE TURNBULL: Yes.

   TRUSTEE ALSTON: It puts it to the side. We're voting on the substitute motion that Trustee Lawson offered.

   TRUSTEE TURNBULL: It eliminates your motion.

   TRUSTEE MONTGOMERY: There's no longer a main motion when the substitute motion passes.

   TRUSTEE TURNBULL: It needs to be an amendment to your motion.

   TRUSTEE ALSTON: Understood.

   TRUSTEE MONTGOMERY: So Trustee Alston --

   TRUSTEE TURNBULL: Without eliminating the motion; it's an amendment to your motion.

   TRUSTEE ALSTON: Understood. So, Trustee Lawson, it's an amendment to the main motion, so that would be a standalone vote.

   TRUSTEE LAWSON: Okay. So, you know, Mr. Chair and legal, are we clear on that?

   CHAIRMAN BADGER: No, I'm not.

   TRUSTEE LAWSON: So I'm recommending that we strike those three items so previously mentioned, and I would be fine if it needs to be a standalone because it sounds like Trustee Alston has other things he needs to include in his motion.
CHAIRMAN BADGER: My concern is that we don't inadvertently eliminate the motion. And we have parliamentarians on the Board that I'll yield to.

TRUSTEE ALSTON: I think we've actually cleared it up. I too don't want to put that motion aside. I think that what Trustee Lawson and Trustee Turnbull just said, and Trustee Turnbull is absolutely correct, it is an amendment to the main motion. That would be a separate motion that is voted upon. The three items that Trustee Lawson is recommending, we vote it up or down, and then we'd be back to the original motion that was made over two hours ago.

CHAIRMAN BADGER: Okay. Is that acceptable? No objections to that?

TRUSTEE LAWSON: No objections, Mr. Chair.

CHAIRMAN BADGER: Okay. It's been motioned and seconded, Trustee Lawson's amendment motion. I don't want to say the wrong thing. Those in favor let it be known by the sign aye.

(AFFIRMATIVE INDICATIONS).

DOCTOR ROBINSON: Wait a minute.

CHAIRMAN BADGER: Opposed the same sign.

(NEGATIVE INDICATIONS).

CHAIRMAN BADGER: Roll call.
TRUSTEE McWILLIAMS: Mr. Chairman.

CHAIRMAN BADGER: Roll call.

TRUSTEE McWILLIAMS: Before you call the roll, aren't these the same things we just voted last week? Are they all changing their minds now because the lady doesn't want to do it? Is that what we're voting for now?

TRUSTEE LAWSON: Yeah, these are items that we had a majority vote. That's why I went back to that.

TRUSTEE McWILLIAMS: We're revoting what we've already voted for. The Board is backing off because she doesn't want to do it that way?

TRUSTEE ALSTON: Actually, for the record, if I could, Mr. Chairman, since I was the one person who was on and off of the call, I was not a part of most of the votes. I think I was a part of (coughing rendered voice inaudible), so I'll be casting my vote on the motion that's on the floor.

TRUSTEE LAWSON: Just for the record, I think Trustee McWilliams is spot on. I brought up three items that we had a majority vote on as of a week ago, and granted, I understand things change, but I wanted to resurface those because I think that in the spirit of the agreement -- and, again, I'm
trying to separate the person from the agreement. Those are three things that don't belong in the agreement; and, again, clearly separating the person from the agreement.

TRUSTEE SHANNON: Mr. Chairman.

CHAIRMAN BADGER: Trustee Turnbull.

TRUSTEE TURNBULL: No, Shannon.

CHAIRMAN BADGER: Shannon.

TRUSTEE SHANNON: I just wanted to point out that we may have voted last week, but this agreement then went back to Doctor Mangum and she has countered and is now asking us to reconsider in this counter. And so Board members are entitled to reconsider if they so choose.

TRUSTEE McWILLIAMS: I didn't suggest that they weren't. I just wanted to make it clear to everybody on the line, all the students, all the faculty, all the --

TRUSTEE SHANNON: It's a matter of record.

TRUSTEE McWILLIAMS: -- the legislators, the Board of Governors and everybody else who is listening to this call, I just wanted to make that clear, so it's clear.

TRUSTEE SHANNON: And I wanted to make clear that we are in negotiations and she has
asked us to reconsider, and that's what we're voting on today.

TRUSTEE MONTGOMERY: Mr. Chairman, my comments, it doesn't sound like we're negotiating here. It sounds like we're acceding to the demands of a person who will become the chief executive of the Institution.

TRUSTEE McWILLIAMS: That's the way it sounds to me too.

TRUSTEE TURNBULL: Mr. Chairman, this is -- Mr. Chairman.

CHAIRMAN BADGER: Trustee Turnbull.

TRUSTEE TURNBULL: On the automobile issue, which I did vote for the motion last time, mainly because it simply was not clear what we were being presented. In my mind, the University -- every university in the system provides an automobile. We are saying we are going to provide an automobile, so to put it in the contract to me is a given. This just makes it clear that we somehow provide her with an automobile, whether it's through a dealer, whatever, but it just makes it clear.

I don't think we're doing anything different than what we've done with every previous president
and what every other president --

CHAIRMAN BADGER: Point well taken.

TRUSTEE MONTGOMERY: Question for counsel, Mr. Chairman.

CHAIRMAN BADGER: Trustee Montgomery.

TRUSTEE MONTGOMERY: It is not within the Board's purview or authority to determine whether Doctor Mangum shall require a driver slash security once she assumes the presidency. So if she becomes President and this is stricken from the contract, there's nothing to prevent her from obtaining and utilizing the vehicle that's currently used for the President in the manner that she deems necessary in the performance of her official duties. So there's not a need to put it in the contract because, quite frankly, if she gets a vehicle from the dealership or not, that's an interaction between her and that's why we wanted it pointed out as non-salary compensation.

But we don't have any -- we don't have the authority in the area to tell her whether or not she can have a driver or not. So this is an operation decision that she gets to make and, therefore, there is no need for it to be in the contract.
CHAIRMAN BADGER: Out of curiosity, the driver on the state vehicle that's used, is that person available 24 hours a day, that vehicle?

TRUSTEE LAWSON: I believe that person has always been available at the President's request.

TRUSTEE PERSAUD: Mr. Chair, not for personal use, no. That's a state vehicle and state vehicles are only to be used for state responsibilities.

CHAIRMAN BADGER: I think that person works in a different capacity --

TRUSTEE PERSAUD: Yes.

CHAIRMAN BADGER: -- hours a day, I think.

TRUSTEE GILZEAN: Could we get --

CHAIRMAN BADGER: I don't want to debate.

TRUSTEE LAWSON: Can we call the motion to vote?

CHAIRMAN BADGER: Yes, you can. Okay.

Restate the motion.

TRUSTEE LAWSON: Simply put, to eliminate those three items from the proposed contract, 6.3, it is 11.2 (c), and it is 13.2, the first paragraph. The second paragraph seems to be pretty benign.

CHAIRMAN BADGER: Okay. That's the motion.

Seconded.
ATTORNEY McKNIGHT: Wait, wait. Can I ask for clarification and for the court reporter? Trustee Lawson, you're talking about eliminating the language or the edits from Doctor Mangum?

TRUSTEE LAWSON: I'm sorry, Attorney McKnight, that's a great clarification. Specifically on 6.3, eliminate; specifically on 11.2(c), revert back to the language that was voted and approved last week.

CHAIRMAN BADGER: Would you mind doing that at a pace where those who are thumbing through to follow you --

TRUSTEE LAWSON: I'm sorry, I think we're fine, Mr. Chair, with 6.3. So let's go to Page Number 6, 11.2(c), I'm saying for (c), Paragraph (c), revert back to the language that was voted on and approved last week. I'm saying for Page Number 7, 13.2, paragraph one, go back to 75%.

TRUSTEE MONTGOMERY: Divide the question.

TRUSTEE LAWSON: Is that clear, Mr. Chair?

CHAIRMAN BADGER: Yes, it is.

TRUSTEE LAWSON: Okay. Thank you.

CHAIRMAN BADGER: Thank you.

TRUSTEE MONTGOMERY: Mr. Chair, I asked that we divide the question. They're not germane.
They're not linked to each other. We should vote on them individually.

CHAIRMAN BADGER: Okay. Those in favor of the motion on 6.3 let it be known --

TRUSTEE MONTGOMERY: Mr. Chairman, I asked for a ruling as to dividing the question. If you choose not to, so be it; but I asked that we divide the question because we have three sections. You can ask the parliamentarian or your General Counsel, but we have three sections that are not necessarily germane to each other.

CHAIRMAN BADGER: Well, he didn't call for them divided, so I'm going to do the three as he -- those in favor of Trustee Lawson's motion as stated on 6.3, 11.2(c) and 13.2, let it be known by the sign aye.

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposed the same sign.

(NEGATIVE INDICATIONS).

CHAIRMAN BADGER: Roll call, Ms. Barge-Miles.

ATTORNEY BARGE-MILES: Trustee Alston.

TRUSTEE ALSTON: No.

ATTORNEY BARGE-MILES: Trustee Badger.

CHAIRMAN BADGER: No.

ATTORNEY BARGE-MILES: Trustee Gilzean.
TRUSTEE GILZEAN: Yes.

ATTORNEY BARGE-MILES: Trustee Lawson.

TRUSTEE LAWSON: Yes.

ATTORNEY BARGE-MILES: Trustee McWilliams.

TRUSTEE McWILLIAMS: Yes.

ATTORNEY BARGE-MILES: Trustee Montgomery.

TRUSTEE MONTGOMERY: Yes.

ATTORNEY BARGE-MILES: Trustee Moore.

TRUSTEE MOORE: Yes.

ATTORNEY BARGE-MILES: Trustee Persaud.

TRUSTEE PERSAUD: No.

ATTORNEY BARGE-MILES: Trustee Shannon.

TRUSTEE SHANNON: No.

ATTORNEY BARGE-MILES: Trustee Siders.

TRUSTEE SIDERS: No.

ATTORNEY BARGE-MILES: Trustee Turnbull.

TRUSTEE TURNBULL: No.

ATTORNEY BARGE-MILES: Trustee Warren.

TRUSTEE WARREN: No.

ATTORNEY BARGE-MILES: Trustee White.

TRUSTEE WHITE: No.

TRUSTEE MONTGOMERY: Mr. Chairman, I draw -- as a point of information, I draw your attention to Robert's Rules. I asked that we -- I moved to divide the question. It requires a second which
was not allowed. It can't be amended, and it requires a majority vote.

That vote that was just taken was out of order, and I'm noting that with regard to the process, and I'm invoking that we abide by our Board operating procedures and follow the rules. So I moved that we divide the question, and it was ignored by the Chair, and so you proceeded, which was a violation of our rules.

CHAIRMAN BADGER: I proceeded based upon you, Mr. Parliamentarian, making the recommendation I could do either one, so I opted --

TRUSTEE MONTGOMERY: No, it doesn't -- the rules don't afford you the ability to do either one. The rules requires you to determine if there's a second and then take a vote on whether --

CHAIRMAN BADGER: I don't have the rules.

TRUSTEE MONTGOMERY: -- on whether to divide the question.

CHAIRMAN BADGER: Okay. Fine, let's divide them.

6.3, those in favor say aye.

TRUSTEE MONTGOMERY: Oh, no, you have -- no, you just have to ask if the majority wants to do
it. If they vote it down, so be it; but the proper procedure is to ask -- see if there is a second. If there is no second, it dies. If there is a second, then you take a vote of the majority as to whether or not to divide the question. That's the proper procedure.

CHAIRMAN BADGER: Thank you, Mr. Parliamentarian.

Those in favor of independently and individually let it be known by the sign of aye.

ATTORNEY BARGE-MILES: There wasn't a second.

TRUSTEE MOORE: Second. Second, Mr. Chair.

ATTORNEY BARGE-MILES: That's Moore, okay.

CHAIRMAN BADGER: All right. 6.3.

TRUSTEE LAWSON: Roll call to vote on 6.3.

ATTORNEY BARGE-MILES: You didn't vote on the motion to divide.

CHAIRMAN BADGER: Let's vote on the motion of whether or not we want to do it.

TRUSTEE LAWSON: Okay.

CHAIRMAN BADGER: Take protocol on that, all right?

TRUSTEE LAWSON: Okay.

CHAIRMAN BADGER: The motion on the floor is to vote to determine whether or not we want to
vote on these independently. Those in favor of voting on them independently indicate by the sign aye.

(AFFIRMATIVE INDICATIONS).
CHAIRMAN BADGER: Opposed same sign.
(NEGATIVE INDICATIONS).
ATTORNEY BARGE-MILES: We're getting a lot of noise, Doctor Badger, on somebody's phone.
CHAIRMAN BADGER: I hear the noise too. That's somebody's car window, I believe, or air conditioning. Someone is with us with the air conditioner on, I think.

Roll call.
ATTORNEY BARGE-MILES: Trustee Alston.
TRUSTEE ALSTON: No.
ATTORNEY BARGE-MILES: Trustee Badger.
CHAIRMAN BADGER: No.
ATTORNEY BARGE-MILES: Trustee Gilzean.
TRUSTEE GILZEAN: Yes.
ATTORNEY BARGE-MILES: Trustee Lawson.
TRUSTEE LAWSON: Yes.
ATTORNEY BARGE-MILES: Trustee McWilliams.
(NO RESPONSE).
ATTORNEY BARGE-MILES: Trustee McWilliams.
(NO RESPONSE).
ATTORNEY BARGE-MILES: Trustee Montgomery.

TRUSTEE MONTGOMERY: Yes.

ATTORNEY BARGE-MILES: Trustee Moore.

TRUSTEE MOORE: Yes.

ATTORNEY BARGE-MILES: Trustee Persaud.

TRUSTEE PERSAUD: No.

ATTORNEY BARGE-MILES: Trustee Shannon.

TRUSTEE SHANNON: No.

ATTORNEY BARGE-MILES: Trustee Siders.

TRUSTEE SIDERS: No.

ATTORNEY BARGE-MILES: Trustee Turnbull.

TRUSTEE TURNBULL: No.

ATTORNEY BARGE-MILES: Trustee Warren.

TRUSTEE WARREN: No.

ATTORNEY BARGE-MILES: Trustee White.

TRUSTEE WHITE: No.

ATTORNEY BARGE-MILES: Four yeses, eight nos.

CHAIRMAN BADGER: And that motion was to --

TRUSTEE LAWSON: Was to divide.

CHAIRMAN BADGER: -- was to divide.

TRUSTEE LAWSON: Right.

CHAIRMAN BADGER: So that did not pass. So now we'll vote on them as a group.

TRUSTEE LAWSON: We've already voted on them as a group. Mr. Chair, the motion -- I made the
motion, and it failed as a group motion, Mr. Chair.

CHAIRMAN BADGER: Okay. Thank you.

TRUSTEE MONTGOMERY: He has to now take another vote because the first motion was out of order. We have to do the vote again.

TRUSTEE TURNBULL: Mr. Chairman, this is Marjorie Turnbull.

TRUSTEE ALSTON: This is getting very destructive. It was not out of order.

TRUSTEE TURNBULL: No. Mr. Chairman.

CHAIRMAN BADGER: Trustee Turnbull.

TRUSTEE TURNBULL: The hour is late. We are all tired. I think we see where this is going, and unless there is a deliberate attempt to delay, could we move to the original motion, assuming there are no further amendments?

CHAIRMAN BADGER: Okay. The request is --

TRUSTEE ALSTON: I support that.

CHAIRMAN BADGER: Okay. The original motion, please restate the original motion.

TRUSTEE ALSTON: The original -- I'll defer to Attorney Barge-Miles.

CHAIRMAN BADGER: Attorney Barge-Miles, can you read --
TRUSTEE ALSTON: The original motion was to approve the original contract with the friendly amendment that I accepted earlier from Trustee White.

CHAIRMAN BADGER: Motion and second.

DOCTOR ROBINSON: It's already been --

ATTORNEY BARGE-MILES: It was already seconded.

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

(AFFIRMATIVE INDICATIONS).

TRUSTEE TURNBULL: I'm sorry. What's the motion? I had to take another call. What's the motion?

TRUSTEE ALSTON: We're voting on the original --

CHAIRMAN BADGER: On the original motion by Trustee Alston.

TRUSTEE TURNBULL: Oh, so --

CHAIRMAN BADGER: With the friendly amendment. Those in favor let it be known by the sign aye.

(AFFIRMATIVE INDICATIONS).

CHAIRMAN BADGER: Opposed the same sign.

(NEGATIVE INDICATIONS).

TRUSTEE TURNBULL: What was the friendly
amendment?

TRUSTEE GILZEAN: You already voted for it.

TRUSTEE TURNBULL: No, I didn't. Are we voting on Trustee Alston's original motion? (AFFIRMATIVE INDICATIONS).

TRUSTEE TURNBULL: That's not a friendly --

CHAIRMAN BADGER: With White's friendly amendment.

TRUSTEE TURNBULL: What?

TRUSTEE SIDERS: It includes Trustee Whites' friendly amendment.

TRUSTEE TURNBULL: Oh, I'm sorry. I beg your pardon. Okay, yes, I'm for it. I'm sorry.

ATTORNEY BARGE-MILES: Do you want a roll-call vote, Doctor Badger?

TRUSTEE ALSTON: Yes, let's do a roll-call vote. This is Alston.

CHAIRMAN BADGER: Let's do it again, yes, for the record.

ATTORNEY BARGE-MILES: Trustee Alston.

TRUSTEE ALSTON: Absolutely.

ATTORNEY BARGE-MILES: Trustee Badger.

CHAIRMAN BADGER: Yes.

ATTORNEY BARGE-MILES: Trustee Gilzean.

TRUSTEE GILZEAN: No.
ATTORNEY BARGE-MILES: Trustee Lawson.

TRUSTEE LAWSON: No.

ATTORNEY BARGE-MILES: Trustee McWilliams.

(NO RESPONSE).

ATTORNEY BARGE-MILES: Trustee McWilliams.

(NO RESPONSE).

ATTORNEY BARGE-MILES: Trustee Montgomery.

TRUSTEE MONTGOMERY: No.

ATTORNEY BARGE-MILES: Trustee Moore.

TRUSTEE MOORE: No.

ATTORNEY BARGE-MILES: Trustee Persaud.

TRUSTEE PERSAUD: Yes.

ATTORNEY BARGE-MILES: Trustee Shannon.

TRUSTEE SHANNON: Yes.

ATTORNEY BARGE-MILES: Trustee Siders.

TRUSTEE SIDERS: Highly in favor of.

ATTORNEY BARGE-MILES: Trustee Turnbull.

TRUSTEE TURNBULL: Absolutely.

ATTORNEY BARGE-MILES: Trustee Warren.

TRUSTEE WARREN: Yes.

ATTORNEY BARGE-MILES: Trustee White.

TRUSTEE WHITE: Yes.

CHAIRMAN BADGER: Motion passes. Now for the record, would you state the motion including the amendment, Ms. Barge-Miles, if you have it there on
record?

ATTORNEY BARGE-MILES: The motion was to approve the contract with the friendly amendment, and the friendly amendment by Trustee White was that if Doctor Mangum resigned prior to the beginning of the third year she would receive a six-month sabbatical.

TRUSTEE ALSTON: Mr. Chairman.

CHAIRMAN BADGER: Yes, sir.

TRUSTEE ALSTON: Before you close, now that we've spent two and a half hours, you know, just talking through the contract, I'd like to request -- I know the previous motion dealt with the full contract with several amendments. Of course there were members on both sides of the argument. I think in the spirit of unity and in the spirit of us showing unison as a Board, I'd like to call for a full vote of support, you know, for Doctor Mangum, at least so that it shows this Board is unified despite the discussion and deliberation, which is healthy, that we had here today.

CHAIRMAN BADGER: Are you calling for that, or are you making it a motion?

TRUSTEE ALSTON: Yes. That is in the form of
a motion, yes.

CHAIRMAN BADGER: Second?

TRUSTEE SIDERS: Second.

CHAIRMAN BADGER: Those in favor let it be known by --

TRUSTEE LAWSON: Question.

CHAIRMAN BADGER: Question, I'm sorry.

Discussion.

TRUSTEE LAWSON: I'm sorry, we're voting -- I mean given that we've selected and given that we just approved the contract, majority rules, right, whether we, you know, are happy with that or not. So what are we voting on now?

TRUSTEE ALSTON: I can explain my motion if you allow me, Mr. Chairman.

TRUSTEE LAWSON: Sorry, Trustee Alston. Go ahead.

TRUSTEE ALSTON: Trustee Lawson, it was just an attempt -- I mean I know that we've had spirited debate, and there has been spirited debate I guess the last couple of meetings around the contract and around what the next steps are for us as a Board and for the University. I think we all know what the chatter is, but I think we need to send a message as a governing body for the Institution
that in spite of the spirit, the debates that take
place, that we're still unified as a Board, you
know, with our incoming leader. That's the spirit
of the message I'm trying -- --

TRUSTEE LAWSON: I understand. Okay, I
understand. Thank you.

TRUSTEE MONTGOMERY: Mr. Chairman.

CHAIRMAN BADGER: Trustee Montgomery.

TRUSTEE MONTGOMERY: I'd be inclined -- I'll
support Trustee Alston's motion. With regard to
our deliberation as a Board, we have a
responsibility as the governing body. I don't
think it's healthy in any situation where we're all
unanimous on everything.

I think the discussions that have taken place
have been helpful towards advancing the
conversation and providing the clarity that we did
not have before with previous contracts. So,
again, I would support the motion in the spirit
that we are supportive of our new leader in terms
of the Chief Executive Officer of the Institution,
and I would encourage my colleagues to support that
motion as well.

TRUSTEE PERSAUD: Mr. Chairman.

Mr. Chairman, this is Persaud.
CHAIRMAN BADGER: Trustee Persaud.

TRUSTEE PERSAUD: I don't want to let it go unnoticed that even though that we did not agree on everything that our input as a whole helped to refine the contract.

And I would like to thank Trustee Montgomery who initially, even though we differ on some of the -- some of his recommendations, he did help us to refine the contract.

And when I looked at the 26 suggestions that he had and to realize that I think, as a total, with some kind of refinement, 21 of those 26 are incorporated in this final contract, so I want to take note of that.

CHAIRMAN BADGER: Okay. Anyone else? Any more testimonials?

(NO RESPONSE).

CHAIRMAN BADGER: Okay. Well, my responsibility at this point is to go forward to --

ATTORNEY BARGE-MILES: Doctor Badger, you do have a motion on the floor for a unified vote, and it was seconded.

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

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

CHAIRMAN BADGER: The motion passes unanimously. Thank you for sending me forward with a unified group of folk, a unified Board, to try to execute this contract with Doctor Mangum on your behalf. I will do that tomorrow.

Anything else to come before this Board?
(NO RESPONSE).

TRUSTEE LAWSON: Thank you for your patience, Mr. Chair.

CHAIRMAN BADGER: Well, I thank everybody for their input, each direction. It did add quite a bit to the conclusion of what we've done.

If there's nothing else to come before this Board, I thank you guys for two and a half hours of your time again. The meeting is adjourned.

(WHEREUPON, THE MEETING WAS ADJOURNED).

* * * *

C & N REPORTERS  (850) 697-8314
CERTIFICATE

STATE OF FLORIDA  
COUNTY OF LEON   

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

DATED this 20th day of February, 2014.

_________________________
NANCY S. METZKE, RPR, FPR
Court Reporter
<table>
<thead>
<tr>
<th>Page</th>
<th>Content</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>-</td>
</tr>
</tbody>
</table>