

**Florida Agricultural and Mechanical University
Board of Trustees**



Special Committee on Presidential Evaluation

Wednesday, February 10, 2016

Time: 1:00 PM

Location: Conference Call-President's Conference Room

Committee Members: Kimberly Moore, Chair
Matthew Carter, David Lawrence, Jr., Gary T. McCoy, and Cleve Warren

AGENDA

- I. Call to Order Chair Moore
- II. Roll Call
- III. Brief Introductions

ACTION ITEMS

- IV. Approval of Minutes-November 17, 2015 Chair Moore
- V. Presidential Evaluation Timeline

INFORMATION ITEMS

- VI. Overview of Presidential Evaluation Roles & Responsibilities Chair Moore
- VII. Overview of Committee Documents
- VIII. Monthly Report Overview

DISCUSSION ITEM

- IX. Performance Evaluation Summary Template Chair Moore
- X. Adjournment

Documents Provided: Employment Contract, Contract Key Elements,
Board of Trustees Evaluation Form for the President, President Evaluation Summary Template



**Florida Agricultural and Mechanical University
Board of Trustees
ACTION ITEM**

Special Committee on Presidential Evaluation

Date: Wednesday, February 10, 2016

Agenda Item: IV

Item Origination and Authorization			
Policy ____	Award of Bid ____	Budget Amendment ____	Change Order ____
Resolution ____	Contract ____	Grant ____	Other ____

Action of Board				
Approved ____	Approved w/ Conditions ____	Disapproved ____	Continued ____	Withdrawn ____

Subject: Special Committee on Presidential Evaluation- Meeting minutes for November 17, 2015

Rationale: In accordance with the Florida Statutes, a governmental body shall prepare and keep minutes or make a tape recording of each open meeting of the body.

Attachments: Minutes for November 17, 2015

Recommendation: Approve the minutes of November 17, 2015

**Florida Agricultural and Mechanical University
Board of Trustees**



Special Committee on Presidential Evaluation Minutes

Trustee Kimberly Moore, Chair

Date: Tuesday, November 17, 2015

Committee Chair Kimberly Moore called the telephonic meeting of the Special Committee on Presidential Evaluation to order.

Attorney Barge Miles called the roll.

Committee Members Present: Chair Moore, Trustee Tonnette Graham, Trustee Robert Woody and Trustee Bettye Grable.

Committee Member(s) Absent: Trustee Torey Alston, Trustee Kelvin Lawson

A quorum was present.

Action Items

Approval of Minutes – July 21, 2015

Chair Moore asked for a motion for the approval of the minutes of the July 21, 2015, Committee meeting minutes. The motion was properly moved and seconded.

The motion carried unanimously.

Chair Moore asked that the minutes captures the minutes of the 6/20/15 Board meeting minutes, specifically page 2 of 3, which captures the motion carried by the Board that directs the Committee to take the lead in re-looking at objectives that make up the tools that are being looked at by the Committee today.

Approval of the Draft Performance Evaluation Board Form and/or Tool for 2015-2016

Chair Moore presented the second action item – The Presidential Evaluation Form and/or Tool for the 2015-2016 program year ending June 30, 2016. The Chair explained to the Committee that President Mangum would use the Tool as a self-assessment tool for the 2015-2016-program year. The Chair further explained that Board of Governor and Board of Trustee regulations require the Board of Trustees to develop annual guidelines for evaluating the President and for conducting an annual evaluation of the President as well. In addition to meeting

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these requirements, the Chair stated that the Tool provides the guidance sought by the President regarding areas that the Board will consider when conducting her evaluation of the 2015-2016-program year.

The Chair highlighted modifications made to last year's Tool.

Chair Moore asked for comments, questions, or motions for approval of the Tool.

The motion to approve the Tool was made by Trustee Woody and seconded by Trustee Graham.

There being no further business, the Committee meeting was adjourned.

Respectfully submitted,

Kimberly Moore
Committee Chair



**Florida Agricultural and Mechanical University
Board of Trustees
ACTION ITEM**

Special Committee on Presidential Evaluation

Date: Wednesday, February 10, 2016

Agenda Item: V

Item Origination and Authorization			
Policy ____	Award of Bid ____	Budget Amendment ____	Change Order ____
Resolution ____	Contract ____	Grant ____	Other ____

Action of Board				
Approved ____	Approved w/ Conditions ____	Disapproved ____	Continued ____	Withdrawn ____

Subject: Presidential Evaluation Timeline

Rationale: Approval of the Presidential Evaluation Timeline will ensure all parties are made aware of pertinent dates.

Attachments: Presidential Evaluation Timeline

Recommendation: Approve the proposed Presidential Evaluation Timeline

Action Item V - Presidential Evaluation Timeline

Date	Description
02/10/2016	The Presidential Evaluation Committee will host its initial meeting.
05/02/2016	Chairman Warren will provide to the Presidential Evaluation Committee the proposed 2016/2017 performance goals and objectives produced by President Mangum for consideration.
May 2016	The Presidential Evaluation Committee Chair will meet with President Mangum to discuss the following: 1). The evaluation process, 2). President Mangum's proposed 2016/2017 performance goals and objectives and 3). Any feedback/suggestions that she would like to contribute related to the aforementioned items.
May 11, 2016	The Presidential Evaluation Committee will meet to approve the proposed 2016/2017 goals and objectives presented by President Mangum. Note the Committee will work collaboratively to reach mutual agreement with President Mangum regarding the annual goals and objectives for the succeeding year.
June 9, 2016	The Board will meet to approve the 2016/2017 performance goals and objectives and other such criteria as deemed appropriate by the Board.
June 9, 2016	President Mangum will initiate a self-appraisal/assessment of her performance as it pertains to the Board approved goals and objectives for the 2015/2016 performance review period and other such criteria as deemed appropriate by the Board.

July 2016	The 2015/2016 review of President Mangum's performance will commence by the Presidential Evaluation Committee and Board. Each Board member will be provided the following: President Mangum's self-appraisal and the approved evaluation tool for the 2015/2016 performance review period. Note the Presidential Evaluation Committee in collaboration with the Office of the General Counsel will compile the feedback received from the individual board members.
July – August 2016	The Presidential Evaluation Committee will provide President Mangum with a draft summary of the evaluation report.
August 17, 2016	The Presidential Evaluation Committee will meet and approve its final draft of the evaluation report.
September 15, 2016	The Presidential Evaluation Committee will present to the Board the evaluation report.

Note the dates listed above coincide with the Board of Trustees scheduled meetings as of 02/02/16. However, the dates are subject to change. Therefore, the timeline may be adjusted to ensure full engagement by the Board and President Mangum.



**Florida Agricultural and Mechanical University
Board of Trustees
INFORMATION ITEM**

**Special Committee on Presidential Evaluation
Date: Wednesday, February 10, 2016
Agenda Item: VI**

Subject: Presidential Evaluation Role and Responsibilities

Attachment: Presidential Evaluation Committee – Role and Responsibilities

Presidential Evaluation Committee Role and Responsibilities

The Presidential Evaluation Committee is charged with recommending to the Board:

- 1) Annual goals for the President and 2) an annual evaluation of the President's performance.

In its role, the Committee has the following areas of responsibility:

A. The Committee will **lead the discussion on the President's performance during the 2015-16 academic year** based on her achievement of the mutually agreed upon specified goals and objectives and such other criteria, as the Committee deems appropriate.

B. The Committee **is responsible for creation and/or selection of an evaluation tool** for Board usage subject to approval of the Board.

C. The Committee **shall conduct an initial review and provide to the Board a copy of the President's self-appraisal.**

D. The Committee **will compile evaluative information from each member of the Board.**

E. The Committee **shall provide the President with a written assessment of its evaluation.**

F. The Committee **shall present its written assessment and recommended performance rating for Board approval.**

G. The Committee **will approve its draft of the final evaluation report.**

H. The Committee is **charged with working with the President to provide the full Board a draft of mutually agreed upon annual goals and objectives for the succeeding year.**

I. The Committee is encouraged to convene as soon as possible while working with legal counsel to ensure compliance with our contractual obligations to the President.

J. The Committee will be on the agenda at the regular Board meeting in June.



**Florida Agricultural and Mechanical University
Board of Trustees
INFORMATION ITEM**

**Special Committee on Presidential Evaluation
Date: Wednesday, February 10, 2016
Agenda Item: VII**

Subject: Overview of Committee Documents

Attachments: Employment Contract
Contract Key Elements
Board of Trustees Evaluation Form for the President

Employment Contract

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

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

RECITALS

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

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

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

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

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

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

1.0 Appointment:

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

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

2.0 Term:

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

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

3.0 Powers and Duties:

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

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

4.0 Compensation:

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

5.0 Goal Setting, Evaluation, and Bonuses:

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

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

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

At its first meeting after September 30 of each year, the Board shall take a vote on payment of a bonus which shall be proportional to the goals and objectives met and shall state the amount thereof. Upon Board approval of a performance bonus, payment of said bonus shall be made within sixty (60) days.

6.0 Other Compensation and Benefits:

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

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

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

For the convenience of the University, the President's residence shall be reasonably available, and shall be used, for University-related business and entertainment on a regular and continuing basis. The University and Dr. Mangum shall coordinate on the hosting of said events at the President's residence. All costs associated with such events shall be paid by the University or the FAMU Foundation, as appropriate.

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

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

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

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

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

7.0 Other Benefits:

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

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

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

7.4 Technology Support: The University shall provide reasonable telephonic, computer, internet access, facsimile and related equipment at the President's residence for the performance of her official duties, as appropriate. In addition, the University shall provide Dr. Mangum a cellular phone/PDA device (including service plan) for use in her official duties consistent with state law and the Board's regulations, policies and procedures as now existing or hereafter promulgated.

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

8.0 Standard Benefits:

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

9.0 Participation on Corporate Boards and Other Outside Activities:

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

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

10.0 Tenure:

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

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

11.0 Termination:

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

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

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

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

11.2 Termination without Cause:

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

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

12.0 Resignation:

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

13.0 Sabbatical and Post-Presidential Faculty Position:

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

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

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

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

14.0 Dispute Resolution:

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

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

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

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

15.0 Personal Contract:

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

16.0 Notice:

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

If to the University: Chair, FAMU Board of Trustees

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

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

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

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

17.0 Severability:

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

18.0 Waiver:

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

19.0 Counterparts:

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

20.0 No Trust Fund:

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

21.0 Confirmation Required:

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

22.0 Governing Law:

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

23.0 Entire Agreement and Modification:

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

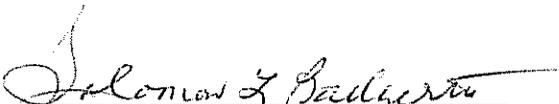
24.0 Public Disclosure:

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

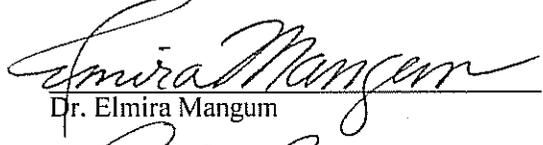
25.0 Headings and Miscellaneous:

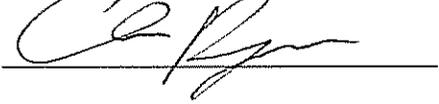
The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement. The terms "Board," "FAMU Board of Trustees," "University" and "FAMU" as used herein, where applicable or appropriate, shall be deemed to include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

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

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

Witness:  Date 2/20/14

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

Witness:  Date 2/14/2014

26846899 v.4

Contract Key Elements

Contract Key Elements/Action Items

Duration (days)	Start Date	End Date	Description
1 (on or before)	05/02/2016	05/02/2016	President Mangum – Shall submit a proposed list of goals and objectives for the 2016/2017 performance review period to Chairman Warren. (Section 5.0 – 5.1)
1 (on or before)	06/01/2016	06/01/2016	*President Mangum shall provide a report of all University-related non-salary compensation on or before June 1 of each year to the extent required by state regulation. (Section 7.0 – 7.5)
1 (on or before)	06/09/2016	06/09/2016	The Board shall agree upon finalized goals and objectives for the 2016/2017 performance review period. (Section 5.0 – 5.1)
21 (on or before)	06/09/2016	06/30/2016	President Mangum – Shall initiate a self-appraisal/evaluation process on the approved goals and objectives for the 2015/2016 performance review period. (Section 5.0 – 5.2)
92	07/01/2016	09/30/2016	The Board must complete an evaluation of President Mangum's Performance based on the mutually agreed upon goals and objectives and such other criteria as the Board deems appropriate. (Section 5.0 – 5.2)
31 (on or before)	10/01/2016	10/31/2016	*The Board shall consider by taking a vote the payment of a performance bonus. Upon Board approval of a performance bonus, payment shall be paid within 60 days. (Section 5.0 – 5.3)

*Denotes a task that falls outside of the scope of the Presidential Evaluation Committee.

Board of Trustees Evaluation Form for the President

BOARD OF TRUSTEES EVALUATION FORM FOR THE PRESIDENT

Directions: Please note a qualitative and quantitative assessment is sought for each evaluation factor. For each category, in addition to your comments, please describe whether you believe the President has demonstrated strong performance, satisfactory performance, or where further development is needed. To further facilitate the rating of the President’s performance, please add a numerical rating to your comments on a scale of one (1) to three (3). Numerical ratings have the following meanings: **1 - Exceeds; 2 - Meets Expectations; 3 – Does Not Meet Expectations.**

EVALUATION FACTORS	PERFORMANCE	EXPECTATIONS (Please circle one)
<p>Annual Priorities and Goals 2015/2016 How effective was the president:</p> <ul style="list-style-type: none"> • Attaining the goals approved by the Board? • In demonstrating the attainment of the goals set (e.g. comparative data, trends, ratio analyses of the metrics)? • In communicating the attainment of goals? 	<p>Comments:</p>	<p>1 - Exceeds 2 - Meets 3 – Does Not Meet</p>
<p>Strategic Leadership How effectively does the president:</p> <ul style="list-style-type: none"> • Demonstrate an understanding of the culture of the organization and convincingly tell its story? • Discern and communicate the meaning of external trends and the institution’s strategic situation? • Renew the mission and articulate a compelling vision? • Shape a productive strategy process and enlist the participation and confidence of others in it? • Implement the strategy and make things happen to achieve competitive advantage and respond to the driving forces of change and competition? • Lead the creation of a long-range strategic plan that engages all stakeholders? 	<p>Comments:</p>	<p>1 - Exceeds 2 - Meets 3 – Does Not Meet</p>

EVALUATION FACTORS	PERFORMANCE	EXPECTATIONS (Please circle one)
<p>Educational Leadership How effectively does the president:</p> <ul style="list-style-type: none"> • Propose educational directions and priorities that motivate others? • Assure academic quality by expecting the use of evidence to improve performance? • Mobilize resources to support educational programs? • Encourage and enable educational and curricular change and innovation? • Understand and participate in academic governance and collaborative decision-making? • Attract and retain strong faculty? 	<p>Comments:</p>	<p>1 - Exceeds 2 - Meets 3 – Does Not Meet</p>
<p>Organizational Management How effectively does the president:</p> <ul style="list-style-type: none"> • Manage – analyze, organize, plan, direct, evaluate, renew – basic institutional processes and resources (finances, technology, human resources, facilities, services, etc.)? • Create a sense of urgency and drive results in key performance areas such as admissions, enrollment, retention, student learning, fund raising, research, service, finances and facilities? • Set high standards and hold people responsible for results? • Make clear and timely decisions? • Make tough decisions? • Use analytical and creative thinking to solve problems? • Plan for and manage crises (e.g. anti-hazing)? • Attract, retain and develop talented personnel? • Oversee a competent leadership team that takes responsibility, sets and achieves goals 	<p>Comments:</p>	<p>1 - Exceeds 2 - Meets 3 – Does Not Meet</p>

<p>that advance the University’s mission and promotes a collegial attitude when engaging key stakeholders (e.g. Board, alumnae, faculty, students, community)?</p>		
<p>EVALUATION FACTORS</p>	<p>PERFORMANCE</p>	<p>EXPECTATIONS (Please circle one)</p>
<p>Financial Management How effectively does the president:</p> <ul style="list-style-type: none"> • Understand and manage the organization’s financial dynamics, metrics and processes (budgeting, costs, revenues, overhead, balances, and investments) and communicate financial realities to stakeholders? • Manage resources efficiently and build long-term financial equilibrium (create operating balances, add revenues at a faster rate than expenses, provide for depreciation, and increase the purchasing power of the endowment)? • Provide supervision of the University’s buildings, grounds and equipment and ensuring appropriate communication and approval for expenses that require Board approval? • Fully inform and engage timely the Board on fiscal matters impacting the University? • Promote informed decision making and facilitate timely discussion and delivery of comprehensive information to the Board around the formulation of a current and multi-year budget that would include recommendation from the administration (e.g. collective bargaining, faculty, salary equity, athletics, legislative budget requests (LBR) & FAMU-FSU College of Engineering)? 	<p>Comments:</p>	<p>1 - Exceeds 2 - Meets 3 – Does Not Meet</p>

<p>Work Plan</p> <p>How effectively does the president:</p> <ul style="list-style-type: none"> • Provide ongoing and timely updates regarding the implementation, progress, milestones achieved and concerns? • Meet the goals established by the Board and approved by the BOG? 	<p>Comments:</p>	<p>1 - Exceeds</p> <p>2 - Meets</p> <p>3 – Does Not Meet</p>
<p>Fund Raising</p> <p>How effectively does the president:</p> <ul style="list-style-type: none"> • Lead and engage others in the fund-raising program? • Build relationships with major donors? • Obtain gifts and grants relative to full potential from individuals, alumni, corporations and foundations? • Provide stewardship for gifts that have been received? • Inform and engage the board appropriately? 	<p>Comments:</p>	<p>1 - Exceeds</p> <p>2 - Meets</p> <p>3 – Does Not Meet</p>
<p>External Relations</p> <p>How effectively does the president:</p> <ul style="list-style-type: none"> • Build credibility and influence with external constituencies?(e.g. DSO, BOG, SACS & NCAA) • Provide leadership to local, regional and national higher education? • Increase the visibility and reputation of the institution in a manner that has a direct correlation to attainment of performance metrics associated with the University and 	<p>Comments:</p>	<p>1 - Exceeds</p> <p>2 - Meets</p> <p>3 – Does Not Meet</p>

<p>increases our standing within the SUS and HBCU rankings?</p> <ul style="list-style-type: none"> • Relate to alumni and gain their support? • Build credibility and influence with the media? • Influence legislators and public officials? • Provide consensus building, focused leadership on matters related to the University and Board of Trustees? 		
<p>Internal Relations How effectively does the president:</p> <ul style="list-style-type: none"> • Develop a climate and programs that enhance diversity? • Interact with students and demonstrate commitment to their welfare? • Work with the faculty to develop initiatives to advance their work and professional well-being? • Work with the staff to create opportunities and resources to recognize their service and enhance their development? • Ensure strong faculty and community relations? 	<p>Comments:</p>	<p>1 - Exceeds 2 - Meets 3 – Does Not Meet</p>
<p>Board and Governance Relations How effectively does the president:</p> <ul style="list-style-type: none"> • Build the relationship with the board? • Gain support from the board, especially on controversial issues? • Involve and call on the board to facilitate relationships for the president, especially in fund-raising and community relations? • Develop a good working understanding of the board's, the administration's and the faculty's respective roles in decision making? • Involve the board in strategy in productive and appropriate ways? • Focus the board's attention on issues 	<p>Comments:</p>	<p>1 - Exceeds 2 - Meets 3 – Does Not Meet</p>

<p>related to the president’s professional development and personal welfare?</p> <ul style="list-style-type: none"> • Focus the board’s attention on decision making and governance systems that need improvement? • Administer the affairs of the University consistent with the documented Board policy? 		
EVALUATION FACTORS	PERFORMANCE	EXPECTATIONS (Please circle one)
<p>Personal Characteristics and Values How effectively does the president:</p> <ul style="list-style-type: none"> • Demonstrate persistence in reaching goals? • Lead change? • Use political skills to negotiate agreements, create coalitions and build consensus? • Display interpersonal and people skills? • Communicate clearly and convincingly in various forms and contexts? • Show respect for others? • Listen? • Examine and challenge his or her assumptions and show a willingness to explore other viewpoints? • Understand his or her and others’ feelings? • Reconcile conflict between self and others, and among groups and individuals? • Demonstrate honesty and integrity? • Inspire trust and confidence? 	<p>Comments:</p>	<p>1 - Exceeds 2 - Meets 3 – Does Not Meet</p>

<p>Summary Questions</p> <ol style="list-style-type: none"> 1. What have been the president's major accomplishments in the leadership of the institution over the last year? 2. What single thing would you suggest to improve the president's effectiveness? 3. What other points need to be covered? 		
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Evaluation Rating Definitions

Exceeds Expectations

- Significantly and consistently exceeds expectation(s) by producing a high quality and quantity of work.
- Undertakes additional job functions/duties, through own initiative, that further the goals of and make significant contributions to the institution.
- Is dependable, highly reliable and follows through on all provided or otherwise undertaken initiatives or requests and is effective in a variety of settings including one on one communications, writing skills, correspondence, and public situations.
- Demonstrates exceptional in-depth knowledge of the job functions/duties and is highly recognized by others within the University community
- Exhibits model behavior that exemplifies the values and qualities of the organization and that is worthy of emulation
- Skillfully and in a highly reliable manner handles multiple and varied types of tasks with competing priorities.
- Skillfully resolves conflict in the midst of differing opinions by creatively developing a compromise within competing interests.
- Exhibits teamwork or is a team player in varied settings and influence others to work collaboratively to bring about a positive impact while furthering the goals of the institution.

Meets Expectations

- Competently performs job functions/duties on a day to day basis and regularly meets expectations and job description requirements with some tasks performed beyond expectations.
- Routinely meets expectations and role requirements by producing a high quality of work on a consistent basis.
- Possesses full knowledge of job functions/duties, as well as, other related aspects of the institutions, with the ability to explain and articulate such aspects clearly to others.
- Is dependable, highly reliable and follows through on all assignments or requests.
- Is recognized by peers, supervisors, faculty, students and other stakeholders as collaborative, skilled, and reliable.
- In representing the department, division or organization, effectively interacts with peers, supervisors, other University staff, students, parents, and the public.
- Consistently exhibits model behavior that exemplifies the values and qualities of the institutions
- Exhibits teamwork or is a team player in varied settings without prompting and works collaboratively with others.
- Demonstrates the ability to take on progressive responsibility with a high level of success.

Does Not Meet Expectations

- Inconsistently demonstrates the skills and abilities to perform job functions/duties or responsibilities satisfactorily.
- Demonstrates minimal initiative to improve performance on a consistent basis.
- Requires frequent supervision on routine activities due to low performance or skill level even when provided additional coaching or feedback.
- Engages in less effective or less than positive interactions with supervisors, faculty, colleagues students or members of the University community
- Consistently fails to meet expectations and job description requirements.
- Fails to possess full knowledge of the job functions/duties.
- Is perceived by peers and supervisors as non-collaborative and not being a team player.
- Ineffectively interacts with peers, supervisors, other University staff, students, parents, or the public.
- Takes little or no initiative, even with prompting to improve performance.

Presidential Evaluation Summary Template

2015/2016 Presidential Evaluation Summary

Board Responses	Alston	Vacant	Grable	Graham	Lawson	Vacant	Montgomery	Moore	Shannon	Warren	Washington	White	Woody	Rating	Majority Rating	Total Responses
Annual Priorities And Goals														Exceeds		
														Meets		
														Not Meet		
Strategic Leadership														Exceeds		
														Meets		
														Not Meet		
Educational Leadership														Exceeds		
														Meets		
														Not Meet		
Organizational Management														Exceeds		
														Meets		
														Not Meet		
Financial Management														Exceeds		
														Meets		
														Not Meet		
Work Plan														Exceeds		
														Meets		
														Not Meet		
Fund Raising														Exceeds		
														Meets		
														Not Meet		
External Relations														Exceeds		
														Meets		
														Not Meet		
Internal Relations														Exceeds		
														Meets		
														Not Meet		
Board and Governance Relations														Exceeds		
														Meets		
														Not Meet		

