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FLORIDA A&M UNIVERSITY
TALLAHASSEE, FLORIDA

IN RE: BOARD OF TRUSTEES
EMERGENCY MEETING
TELEPHONE CONFERENCE

MEETING TAKEN: JANUARY 31, 2014

LOCATION: FLORIDA A&M UNIVERSITY
TALLAHASSEE, FLORIDA

TRANSCRIBED BY: YVONNE LAFLAMME, FPR
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A P P E A R A N C E S

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

ATTORNEY LINDA BARGE-MILES

ON BEHALF OF FLORIDA A&M:
FAMU Office of General Counsel
AVERY D. McKNIGHT, ESQ.
300 Lee Hall
Tallahassee, FL 32358

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P R O C E E D I N G S

CHAIRMAN BADGER: Good morning, again. I'm calling this meeting to order.

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

ATTORNEY BARGE-MILES: Trustee Alston?

TRUSTEE ALSTON: Here.

ATTORNEY BARGE-MILES: Trustee Badger?

CHAIRMAN BADGER: Here.

ATTORNEY BARGE-MILES: Trustee Gilzean?

TRUSTEE GILZEAN: Present.

ATTORNEY BARGE-MILES: Trustee Lawson?

TRUSTEE LAWSON: Here.

ATTORNEY BARGE-MILES: Trustee McWilliams?

Trustee McWilliams?

Trustee Montgomery?

TRUSTEE MONTGOMERY: Here.

ATTORNEY BARGE-MILES: Trustee Moore?

TRUSTEE MOORE: Here.

TRUSTEE ALSTON: Trustee Persaud?

TRUSTEE PERSAUD: Here.

ATTORNEY BARGE-MILES: Trustee Shannon?

1 TRUSTEE SHANNON: Here.

2 ATTORNEY BARGE-MILES: Trustee Siders?

3 TRUSTEE SIDERS: Here.

4 ATTORNEY BARGE-MILES: Trustee Turnbull?

5 TRUSTEE TURNBULL: Here.

6 ATTORNEY BARGE-MILES: Trustee Warren?

7 TRUSTEE WARREN: Here.

8 ATTORNEY BARGE-MILES: Trustee White?

9 TRUSTEE WHITE: Here.

10 ATTORNEY BARGE-MILES: Mr. Chair, you have a
11 quorum.

12 CHAIRMAN BADGER: Thank you very much. The
13 purpose of this conference call is to -- hello?

14 ATTORNEY BARGE-MILES: We're here.

15 CHAIRMAN BADGER: The purpose of this conference
16 call is to approve the employment contract for
17 Dr. Elmira Mangum. You were provided a copy of the
18 contract and I hope that each of you had enough time
19 to (inaudible).

20 Are there any questions? Hearing none, I call
21 for a motion to --

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

24 CHAIRMAN BADGER: Okay.

25 TRUSTEE MONTGOMERY: I've taken a look at the

1 actual contract as drafted, and preface my comments
2 with saying: Those that were on the Board with the
3 problems that we had with the previous president
4 should know that this is not personal, but there are
5 some things that we will be responsible for and that
6 this contract actually binds future boards with this
7 agreement.

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

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

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

25 If you drop down to the second paragraph, in

1 section 3.0, the second sentence says that, "This
2 shall include but not be limited to;" I propose an
3 amendment that says, "annual establishment and
4 successful achievement of," and then operational
5 goals." That is to clarify what that really means.

6 TRUSTEE TURNBULL: (Inaudible.)

7 TRUSTEE MONTGOMERY: Excuse me?

8 TRUSTEE TURNBULL: Where is that under 3.0?

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

12 TRUSTEE TURNBULL: Uh-huh.

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

20 Section under 5.1, under goal setting, it
21 currently says by July 1st. I have consistently said
22 that we should not start processes for time periods
23 that have already begun, and I propose that the goal
24 be set prior to the period for which the goals are
25 designed to be achieved, thus prompting the change

1 from July 1, 2014, and to move that back to June 15th;
2 so the goals will be set, there will be time to
3 evaluate by the Chairman or a committee, and then by
4 the start of the period for which she will be
5 evaluated the goals should have already been set.

6 By changing "on or before July 1," to, "on or
7 before June 15th" and "on or before each June 15th
8 thereafter."

9 If you drop down to the second sentence, it says,
10 "The Board or a committee thereof;" I propose that you
11 change that to, "the Board or a committee solely
12 comprised of members of the Board." The language
13 would allow the appointment of individuals who were
14 not members of the Board, and this clarifies that
15 position;

16 To continue that sentence, and I'll read my
17 proposal in its entirety: "The Board or a committee
18 solely composed of members of the Board and Dr. Mangum
19 shall agree upon finalized goals and objectives for
20 that 12-month period prior to July 1st or each year
21 thereafter;"

22 Section 5.2, evaluation. The second sentence
23 begins, "Commencing July 1st and concluding not later
24 than;" the current language says October 30th. I
25 believe that four months is a bit excessive. We can

1 accomplish this within 90 days from July 1, and so I
2 would propose the change from October to
3 September 30th of each year.

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

9 CHAIRMAN BADGER: Where are you now, Trustee
10 Montgomery?

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

13 CHAIRMAN BADGER: Okay.

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

20 And also, has this been run by the attorneys? I
21 know we have had a copy of this contract for over a
22 week and had the opportunities to submit these sorts
23 of suggestions, which would have been very helpful
24 prior to this meeting. Have you had a chance to share
25 them with the attorneys so they can review them and

1 make sure they are in accord with other contracts and
2 with the discussions with --

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

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

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

23 But I took three or four hours last night looking
24 at this; that was the earliest I could get to it. But
25 if it would have been a regularly scheduled meeting a

1 week out, I would've had the time. So the answer to
2 your question is, no, I have not.

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

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

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

21 CHAIRMAN BADGER: Trustee Persaud, you're
22 recognized.

23 TRUSTEE PERSAUD: Yes. I agree with Trustee
24 Turnbull, and some of the proposals that Trustee
25 Montgomery -- I don't -- his use of old -- I can't

1 remember the term. But he's using terms here that I
2 have a problem with.

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

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

12 TRUSTEE LAWSON: Trustee Lawson in the cue.

13 TRUSTEE GILZEAN: Trustee Gilzean in the cue.

14 CHAIRMAN BADGER: Wait a minute. Let me make
15 note of that. Lawson. Turnbull.

16 TRUSTEE TURNBULL: Not in the cue.

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

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

23 TRUSTEE MONTGOMERY: I propose the addition of a
24 paragraph, section 5.3, a second paragraph that
25 clarifies when a bonus shall be paid. We've had this

1 problem before. My solution to this problem is
2 proposing a specific time period in which a bonus can
3 be approved and paid with this verbiage:

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

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

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

24 If you drop down to the last sentence, it starts
25 with "The Board's designee." I propose that

1 (inaudible) that it says, "The University shall
2 arrange for completion prior to Dr. Mangum's occupancy
3 of the residence."

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

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

17 In the final sentence, it says, "If the
18 University fails at any period to make the president's
19 residence ready for occupancy by Dr. Mangum, she shall
20 receive a housing allowance." I think that should be,
21 "She will receive a pro rata housing allowance" if
22 there was some unforeseen circumstance that required
23 her to be out of the home for a day or two, the
24 current language would require us to pay or could be
25 interpreted to pay a \$3,000 allowance for such a

1 period;

2 Under 6.3, automobile allowance, my question
3 would be: Does this also take in account that our
4 presidents historically have used a driver and an
5 University automobile? And is that in addition to the
6 thousand-dollar allowance for clarification purposes,
7 or is that a practice that Dr. Mangum plans to
8 continue; and, what is the actual cost of having the
9 driver and a University vehicle available? It's my
10 understanding that two other institutions in town, TCC
11 and FSU, have presidents, have large enrollments, and
12 they drive themselves;

13 Under club memberships 6.4, it says, "the
14 Governor's Club and a Country Club." I propose that
15 you add "a Tallahassee area Country Club." The
16 language as presented means that it could be any
17 country club in any location;

18 If you drop down to 7.1, under relocation
19 expenses, on the last three lines it talks -- from her
20 home in Ithica, New York, to Dr. Mangum's residence.
21 I propose you change that "from her current home in
22 New York to the President's residence on the
23 University's campus."

24 7.4, "University shall provide reasonable
25 telephonic, computer access, facsimile-related

1 equipment." It says at Dr. Mangum private residence.

2 I propose you change that to "the President's

3 residence." For consistency should she be at the

4 President's residence on campus or if an unforeseen

5 circumstance causes her to take up a temporary

6 residence, the "President's residence" is that;

7 Second sentence, it says in addition "the

8 University shall provide." I propose that in addition

9 "the University shall provide Dr. Mangum a cellular

10 phone for use in her official duties consistent with

11 state law and the Board's regulation" and what it

12 says;

13 7.5, second sentence, I propose clarifying

14 language that says, "The President shall provide a

15 report of such noncompensation on or before June 1 of

16 each year." I am not aware of ever having seen a

17 report of what that additional noncompensation is and

18 I think it factors in to the overall package in

19 regards to what's offered here. And given to be what

20 are shown to be the projected benefits, I didn't see

21 where that (inaudible) conversation.

22 I will direct your attention to the food service

23 contract that leaves an additional \$25,000 for food

24 services at the discretion of the President and I

25 didn't see that included anywhere. Whether that's

1 compensation or not, or Attorney McKnight can clarify
2 that for us, but I don't see that reflected anywhere.
3 But it does provide what I believe to be a benefit
4 when you're able to direct the cost of food.

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

13 Under 11.0, termination, I propose a change for
14 clarifying language that it says, "The Board and
15 Dr. Mangum agree that the Board may terminate this
16 agreement at any time for cause upon a majority vote
17 of the Board." The language that you have before you
18 on this proposed agreement says "upon a majority vote
19 of all members of the Board as set forth in article
20 5.6 of the Board operating procedures."

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

1 in the process of reviewing our procedures.

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

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

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

21 If you'll jump down to 11.2, as I close I have
22 one or two more items. I would ask for under section
23 C if it could be clarification of the 20-week period,
24 and what that means and why it's listed in that
25 language, under 11.2 section C;

1 If you'll jump to 12.0, under resignation, I
2 propose the addition of a clarifying paragraph with
3 regards to what happens, upon resignation and the
4 proposal under this language in the event of discovery
5 of conduct determined by the Board to be consistent
6 with paragraph 11.1, sections A, B, C or D "that
7 occurred prior to resignation, termination or natural
8 expiration of this contract, Dr. Mangum shall not be
9 entitle to any further compensation or benefits."

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

18 Down to 13.2 post-presidency faculty position.
19 Under the second sentence, the current language
20 proposes a second year -- so a sabbatical at a full
21 salary and then under the second year proposes a 90
22 percent of the final base salary.

23 And I think that our compensation for past
24 presidents has gotten out of line and gotten out of
25 whack, and it is also not consistent with what happens

1 in the state University system. The previous
2 president at the 90-percent benefit, by my estimate,
3 would receive \$307,125 plus benefits in that second
4 year after the sabbatical. I propose this number be
5 75 percent of the final base salary. At 90 percent
6 that would pay Dr. Mangum the second year in a post-
7 presidency faculty position \$382,500 at 90 percent. I
8 propose that number be 75 percent and that would lower
9 it to \$318,750, which is still \$11,000 higher than
10 what happened under the previous presidency term.

11 The second recommendation is that where it says,
12 "Dr. Mangum shall receive a base salary equal to that
13 of the highest paid professional at the University."
14 I propose a change that "Dr. Mangum shall receive a
15 base salary equal to that of the Dean of the College
16 of Education." It's my understanding she would
17 receive, under this agreement, she would receive
18 tenure in the College of Education and I believe that
19 a salary equal to the Dean of the college to which
20 she's a tenured professor would be more appropriate
21 given where we are and where we're going.

22 "Former presidents being paid the highest" is a
23 bit outdated from my perspective; I think we should
24 consider making that change.

25 I would like to point your attention to 16 under

1 notice. All of those who were on the Board, and I'm
2 not sure if the newer members were familiar with the
3 horribly bad situation; that the Board was bound by a
4 very, very, very bad contract. It was very good for
5 the client; horribly bad for Florida A&M University to
6 the extent we had to have a committee appointed to
7 review, and even then changes -- and I applaud you,
8 Mr. Chairman, for making changes to not allow the
9 similar things to occur.

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

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

23 That's it, Mr. Chairman.

24 CHAIRMAN BADGER: Thank you, Trustee Montgomery.

25 At this point, Trustee Montgomery, I support what

1 Dr. Persaud said and I believe (inaudible) what you
2 have presented has been entirely too much for anybody
3 to digest and deal with in this venue; however, we
4 strongly suggest that a copy of that be sent in.

5 And I need to know the Board's posture now on
6 entertaining the number of proposed changes to the
7 contract which would require us to send the contract
8 back to our attorney, who I hope are on the line, as
9 well as to the attorney that Dr. Mangum chose to work
10 with her on the contract. I'm limiting responses to
11 that and we'll go directly to Trustee Lawson followed
12 by Trustee Gilzean.

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

15 CHAIRMAN BADGER: Trustee Siders.

16 TRUSTEE SIDERS: If we were to propose the -- by
17 Trustee Montgomery presented to us, what is the
18 anticipated time frame from our legal counsel that
19 mutual communication from Dr. Mangum; what is the time
20 expected?

21 ATTORNEY MCKNIGHT: This is Avery McKnight.
22 Trustee Montgomery, how soon can you type up and get
23 that to us? Because we would have to incorporate that
24 in a red line version and forward that to the
25 Dr. Mangum's attorney, and to the extent that the

1 Board -- and that seems that could happen as soon as
2 you could send that. I can't tell you how long it
3 would take on their end.

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

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

15 TRUSTEE MONTGOMERY: Could you clarify that
16 20-week period, what I referenced before; what does
17 that mean?

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

23 TRUSTEE MONTGOMERY: So is it a lump sum to be
24 paid over a 20-week period? Or is it an actual
25 20-week period?

1 ATTORNEY McKNIGHT: It's a lump sum severance for
2 a 20-week period.

3 TRUSTEE MONTGOMERY: So would that be paid at the
4 beginning of the 20-week period or at the end of the
5 20-week (inaudible)?

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

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

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

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

1 to have other thoughts as well.

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

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

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

20 TRUSTEE SHANNON: Yes.

21 CHAIRMAN BADGER: Followed by Trustee Shannon.

22 TRUSTEE LAWSON: I will be brief. I know you've
23 heard a lot of commentary. I think some of the
24 comments by Trustee Montgomery are well-positioned and
25 things we should seriously consider, and I like the

1 way Trustee Warren framed that so I won't address
2 that.

3 But my question is around the overall
4 compensation, the dollar amount. The rationale for my
5 question I would like to understand how we arrived at,
6 at that number because it's significantly above her
7 predecessor. It's also significantly above what I was
8 thinking we would offer to a person that did not have
9 prior presidential experience, and it moves us up
10 fairly significantly in the pool of the other SUS
11 presidents. And also, given our size and financial
12 footprint, you know, I just want to make sure we are
13 moving prudently because starting with this number
14 doesn't give us a lot of room over time to make
15 enhancements pending strong performance.

16 One of the things I was thinking through as we
17 look to renew this after the third year. Hopefully,
18 after three solid years it would be renewed with a
19 potential salary increase, but it feels like we're
20 taxing the Foundation fairly heavily already, because
21 only a portion of this funding can come from the state
22 and the rest has to come from the Foundation.

23 So I just wanted a little rationale of how we
24 arrived at the 425 number.

25 CHAIRMAN BADGER: We have legal on, and I don't

1 want to interrupt the process; however, I would like
2 to just add, Trustee Lawson, if you accept the fact
3 that recommendation comes from the Foundation and it's
4 a bit lower than what the Foundation had proposed.

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

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

10 CHAIRMAN BADGER: Is Dr. Haynes in the audience?

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

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

19 CHAIRMAN BADGER: Trustee Lawson, are you done?

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

24 And Dr. Haynes, while I can understand where we
25 afford it, but at the same time we do want to have

1 some balance with history and also have some room to
2 continue to properly incent i.e. for a strong
3 performance, and I just feel like we're starting
4 really high and not leaving a lot of head room to move
5 forward.

6 CHAIRMAN BADGER: Trustee Lawson?

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

8 CHAIRMAN BADGER: There are -- I should say when
9 you look at the list of salaries for all state
10 Universities there are two categories and then one
11 category is the base salary, and the other category it
12 shows the total. And I think these two probably
13 balance out dollar-wise, and perhaps this is even when
14 we look at the overall package for presidents
15 throughout the state of Florida.

16 I looked at both lines, and like Dr. Haynes, I
17 think we are within range of where we could or should
18 be.

19 Trustee Gilzean.

20 TRUSTEE GILZEAN: Thank you, Mr. Chair. So I
21 agree with Trustee Turnbull's concerns that, you know,
22 the items that Trustee Montgomery presented I feel
23 really uncomfortable without seeing. So I agree that
24 we're going forward allowing to do that. So I what I
25 think we should do -- I take that back.

1 I'm making a motion to Mr. Chair that we give 72
2 hours to all members to submit any red lines or any
3 additional change, and we will come back seven days,
4 by next week Friday, and hopefully have the ability to
5 agree on a particular terminology that can ultimately
6 be sent back.

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

13 CHAIRMAN BADGER: Is there a second?

14 TRUSTEE GILZEAN: Yes, sir.

15 TRUSTEE TURNBULL: Second.

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

18 TRUSTEE WARREN: Discussion, Mr. Chairman?

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

21 TRUSTEE TURNBULL: Mr. Chairman?

22 CHAIRMAN BADGER: Trustee Turnbull?

23 TRUSTEE TURNBULL: Yes. I wonder if he would
24 accept a friendly amendment in order to have the
25 meeting next Friday, if we get our responses to the

1 attorney by Tuesday so that will give them or
2 Wednesday latest and that will give them the
3 opportunity to review them and make sure if there are
4 any legal issues that need to be addressed and then
5 get them back out to us so we will have them before
6 the meeting, if he would accept that as a friendly
7 amount

8 TRUSTEE GILZEAN: Absolutely.

9 TRUSTEE MONTGOMERY: Mr. Chairman, this is
10 Montgomery. I would ask that we receive those at a
11 minimum of 24 hours prior to the meeting given our
12 recent history. The motion that Trustee Turnbull
13 makes did not clarify whether it could be sent to us
14 an hour prior to the meeting, so I think there needs
15 to be clarity with regards to when we will receive
16 those materials.

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

18 TRUSTEE PERSAUD: Mr. Chairman, this is Persaud.
19 As we think of Trustee Montgomery's suggestion, we
20 have to keep in mind that sometimes we are guided by
21 statutory considerations as well, things that govern
22 the University. I, as an insider from this
23 University, know that contract starts on July 1; what
24 he is asking is for -- if I recall some of the things
25 and I'll do my best here -- you cannot require for

1 someone prior to July 1 what they're going to do. We
2 have yearly contracts that are -- that take place
3 July 1.

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

12 As to what Trustee Lawson was talking about a
13 significant increase in salary, it's between 46 and
14 60; 2,000. One has to take into consideration the
15 changes in time. When you begin to consider
16 contracts, remember that in the handle; that we have
17 that missing information on other state Universities;
18 for example, deferred compensation and bonuses that
19 are tied to performance that are very flexible type of
20 bonuses which can increase and not decrease.

21 So I do not see where we have to keep this in
22 mind when we go back to the drawing board, and I'm
23 throwing this out for all trustees to be aware of
24 those things; you just cannot go in there and just do
25 comparison across the university system. Because my

1 composite shows that given the current salary
2 Dr. Mangum would fall between 7th or 8th in rank in
3 this comparison. So we have to be cautious in terms
4 of our own personal goals and our, you know, our
5 personal convictions and have to be realistic when we
6 assess what is going to present to us.

7 And then lastly, I would like to say that all of
8 what Trustee Montgomery has the litany of changes that
9 he's requesting. I think some of them are negligible
10 and do not conform, so we will have to have time to
11 really think on these things before we, you know, as
12 we go along this process of trying to formalize this
13 contract. (Inaudible.)

14 CHAIRMAN BADGER: Trustee Shannon is still --

15 TRUSTEE SHANNON: I've been in cue for comment on
16 this motion.

17 CHAIRMAN BADGER: Someone after you I thought I
18 heard.

19 TRUSTEE SHANNON: I don't know.

20 CHAIRMAN BADGER: Who was it? Trustee Alston?

21 TRUSTEE ALSTON: Yes, Mr. Chair.

22 CHAIRMAN BADGER: All right. Trustee Shannon,
23 you have the floor.

24 TRUSTEE SHANNON: Yeah, what I wanted to say
25 simply, quickly, is that it sounds like there is

1 unreadiness around ratifying this contract that's been
2 presented to us. I'm not so sure, though, that under
3 the motion that's been put on the floor that that will
4 get us to where they need to be in the right way
5 simply because there are a number of trustees that
6 have suggestions and/or questions. And so while I
7 agree that those be forwarded to the negotiating
8 attorneys to be vetted so that those attorneys can
9 communicate back with the trustees to insure charity
10 and/or get rid -- and/or manage any concerns that may
11 be otherwise covered in the contract language.

12 There are also some of the suggestions that I
13 heard are based solely upon the last president's
14 contract and that's only one point of input. There is
15 also the current market in terms of salaries, and you
16 know, those are the things that can be vetted with the
17 negotiating attorneys. But I want to make sure that
18 we're not forcing onto the record anything that we
19 rightfully can preserve from the attorney/client
20 privilege. And so I want us to have a way, yes, to
21 get our recommendations vetted, reviewed and
22 otherwise. But I don't want everybody that has a
23 question about the contract or suggestion, I don't
24 want that to go into an automatic red line version
25 because it hasn't been vetted yet, so that's my only

1 concern with the process that's been presented by the
2 motion. We need an additional amount of time, yes,
3 but not go straight to red line.

4 CHAIRMAN BADGER: Thank you, Trustee Shannon.
5 Point well taken. Trustee Alston.

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

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

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

1 the budget process. I'm just -- I'm comfortable
2 hopefully -- I'm just uncomfortable today, actually,
3 so I'm not going to support the motion.

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

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

8 CHAIRMAN BADGER: Yes, I do.

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

19 CHAIRMAN BADGER: Thank you. Is there anyone
20 else? Hearing none, I offer this only as a
21 conversation piece to insure that we are at least in
22 the knowledge of where we are headed. To be real
23 honest with you, we started this contract process, I
24 believe, on the 13th. We were back and forth and back
25 and forth between attorneys and (inaudible) to get to

1 where we are, and we got here probably two or three
2 days ago.

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

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

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

25 ATTORNEY BARGE-MILES: Yes. I did send a package

1 already to the Board of Governor's office, but I did
2 not include provisions regarding the contract.

3 CHAIRMAN BADGER: Okay.

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

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

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

13 CHAIRMAN BADGER: Okay.

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

22 CHAIRMAN BADGER: Okay, thank you.

23 TRUSTEE MONTGOMERY: Point of information,
24 Mr. Chairman?

25 CHAIRMAN BADGER: Let me go to the legal table

1 first and come right back to you, Trustee Montgomery.

2 Attorney McKnight, are you available?

3 ATTORNEY MCKNIGHT: Yes.

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

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

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

20 Okay. As long as we are aware that, I needed to
21 be sure that we knew it so no one would think we are
22 holding it up. And in the past through this
23 experience, at least, our work has been in a timely
24 fashion, and I would like to say to the other
25 attorneys as well as I guess they could in getting it

1 back, but any hold up was on their end, not this end.

2 Okay. Trustee Montgomery, you're recognized.

3 TRUSTEE MONTGOMERY: Mr. Chairman, a point of
4 information was covered by General Counsel. I did
5 have a comment. I did not comment during the
6 discussion on the motion, so I'll be brief in saying
7 that I would encourage my colleagues to consider that
8 it appears that we are -- that the process is being
9 dictated by what are perceived time constraints and
10 that we be mindful that this impacts not only us, what
11 we do as a Board, it impacts the institution, it
12 impacts all of the stakeholders, and I would ask you
13 to remove consideration of the time table driving the
14 process.

15 We have time. We have had an interim president
16 for 18 months. FAMU has continued. He has performed
17 ably in that period of time. We do appreciate
18 Dr. Mangum and her talents that she brings. I agree
19 with Trustee Alston; I believe it would be great to
20 have her in place, but for the greater good of the
21 University we should not allow time constraints to
22 dictate what we're doing, and we should not take
23 sub-par contract in the interest of rushing to meet
24 someone else's deadline. We are the governing body,
25 and we determine when this happens, not someone else

1 and not outside influences.

2 Thank you, Mr. Chairman.

3 TRUSTEE PERSAUD: Mr. Chairman?

4 CHAIRMAN BADGER: Yes, Dr. Persaud.

5 TRUSTEE PERSAUD: This is Persaud. I applaud
6 Trustee Montgomery for his concerns, but being an
7 insider of the University that we know contracts are
8 given. And I would not, if I was in the place of
9 Dr. Mangum, I would not come here on July 1st and take
10 over when budgetary decisions have already been made.
11 So I will definitely disagree with Trustee
12 Montgomery. That's number one.

13 We are, yes, the time constraints, yes, but we
14 need to really evaluate the performance of a
15 president; we must hold that president accountable for
16 his or her decisions. And if Dr. Mangum is not here
17 by April 1, I am suspect that what will happen is that
18 her performance will be based on decisions made by
19 others rather than her; that's number one. We have to
20 keep that in mind.

21 Secondly, I would like to state that I don't have
22 any problem with her overall compensations and all of
23 these kinds of things, because when I do the numbers
24 and when I do my research, I find that she still falls
25 below the tier and I would hate to see us start

1 interfering what is agreed upon already in terms of
2 her compensation.

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

7 CHAIRMAN BADGER: Okay. Is that Lawson?

8 TRUSTEE WHITE: This is White.

9 CHAIRMAN BADGER: Trustee White?

10 TRUSTEE WHITE: So I would just say -- I would
11 like to convey a similar sentiment around the fact
12 that I am comfortable with terms as it relates to the
13 level of compensation and these things and I believe
14 that, you know, that is always something which has
15 been negotiated, and so I wouldn't want to spend a lot
16 of time on those.

17 I do, however, appreciate some of the clarifying
18 comments that Trustee Montgomery pointed out and I
19 would hope that we could get those things incorporated
20 very quickly, but I don't have much appetite around
21 changing the compensation and the annuity and those
22 things. So, just going on the record with my
23 position.

24 TRUSTEE LAWSON: Mr. Chair?

25 CHAIRMAN BADGER: Thank you. Trustee Lawson?

1 TRUSTEE LAWSON: Yeah, thank you. Trustee White
2 said a troubling statement about "already
3 negotiated."

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

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

21 And I do want to go on record. I do have an
22 issue with the compensation. I think it's out of line
23 based on history. I think it's out of line based on
24 our financial footprint within the SUS, and I think
25 that's something that needs to be discussed.

1 CHAIRMAN BADGER: Okay. Thank you.

2 TRUSTEE TURNBULL: Mr. Chairman.

3 CHAIRMAN BADGER: Trustee Turnbull.

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

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

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

19 But let me suggest, she can still say no, and how
20 this Board responds in reviewing this contract may put
21 her at pause. And if she says "no," then all of our
22 deliberations will be fernet; and if we have to start
23 this process over we may think that some of our
24 concerns or some of the wording that we think is so
25 important that the attorneys may feel do not

1 necessarily improve the contract or change the terms
2 of the contract, we may wish we had moved with this
3 contract.

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

7 CHAIRMAN BADGER: Thank you, Trustee Turnbull.

8 TRUSTEE WARREN: Here, here.

9 CHAIRMAN BADGER: Is that Trustee Warren?

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

15 I thought Trustee Montgomery did an excellent job
16 of walking through and clarifying statements and
17 insertions that make sense for this contract as
18 structured. I think we also put quite a bit of work
19 in trying to come up for a dollar amount for the
20 president of Florida A&M University that are
21 comparable for Universities of our size in the system;
22 I don't see this one being quite out of line, quite
23 frankly. If you read today's Tampa Tribune about
24 compensation, you will get the gist of just how she
25 fits into compensation that is provided to other

1 University presidents in the system.

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

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

21 So it's important that we not try to write a
22 contract: One is written and one is of before you;
23 how we tweak it so things are as clear as we want them
24 to be -- not as clear as mud but crystal clear -- that
25 we're not trying to get into negotiating into points

1 that had been discussed between the parties, and
2 that's how we get to this draft for us to consider.

3 I don't see, as Trustee Turnbull stated, enough
4 in it for us to declared to be a sub-par contract.
5 What I see is it does need a little wordsmithing here
6 and there. And again, I think Trustee Montgomery did
7 an excellent job in policing that up.

8 CHAIRMAN BADGER: Thank you. Anyone else?

9 TRUSTEE MONTGOMERY: Mr. Chairman, for the record
10 I've already forwarded a copy of that document to
11 General Counsel a couple of minutes ago.

12 CHAIRMAN BADGER: Okay, thank you.

13 Now, from General Counsel, how much time do you
14 think it would take to get this wordsmithed and get
15 with Trustee Thomas and Cotton, on the other end, and
16 try to see if we can get this same kind of speed in
17 getting it back in our hands?

18 TRUSTEE WARREN: Mr. Chair?

19 CHAIRMAN BADGER: Can you let me get a response
20 from legal, please? And I'll call you again.

21 ATTORNEY MCKNIGHT: Well, I think in light of
22 what I'm seeing here from Trustee Montgomery -- and I
23 will forward this to Linda and send it, if you want,
24 to forward it to the rest of the Board and the Board
25 can consider every part he's raised and vote on it as

1 appropriate. So let me do that.

2 TRUSTEE TURNBULL: What about other members'
3 comments?

4 ATTORNEY McKNIGHT: Well, I don't know. Yeah, so
5 if that's coming in, I can't give you an answer to
6 that question because I still have to -- my time is
7 going to be dictated by when comments come in, and
8 Trustee Montgomery just submitted his version at
9 11:02.

10 CHAIRMAN BADGER: Okay. So if that were all you
11 had, and if you were to get your staff working on that
12 now...

13 ATTORNEY McKNIGHT: Its's already done. What I
14 have from Trustee Montgomery I can forward to
15 Dr. Mangum's attorney right now.

16 CHAIRMAN BADGER: Don't forward anything until
17 we're done.

18 ATTORNEY MCKNIGHT: I'm just saying, if you're
19 asking me -- the work has already been done that
20 Trustee Montgomery has already inserted his comments,
21 so that part has been done.

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

23 ATTORNEY McKNIGHT: That's what I said earlier.

24 I agree with you, Trustee Turnbull.

25 CHAIRMAN BADGER: Okay. Because certainly, we

1 need to agree with that before it gets sent to the
2 other attorneys, correct?

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

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

8 CHAIRMAN BADGER: My question is do we need
9 those? I don't need them. I have tried to keep up as
10 best as I could, and I know that a lot of them to me
11 were wordsmithing. And I don't have any objection to
12 the wordsmithing, and I have enough faith in it to
13 know that you guys can put an end to the contract
14 where necessary and needed and get it back to us.

15 My concern is, when will we get it back? And I
16 think I'm the only person concerned about this time I
17 believe.

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

20 ATTORNEY BARGE-MILES: Trustee Gilzean.

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

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

25 Can you read the motion back?

1 ATTORNEY BARGE-MILES: Well, this is what I
2 have: That Trustee Gilzean moved that the Board have
3 72 hours to receive changes to the red line and that
4 the Board meet on Friday to discuss the contract. And
5 then there were two friendly amendments: One from
6 Trustee Turnbull that the Board get their responses by
7 Wednesday -- Tuesday. Their responses by Tuesday to
8 General Counsel; and that the next one was by Trustee
9 Montgomery, which he moved that the Board get the red
10 line information back 24 hours prior to the next
11 meeting. At least 24 hours.

12 TRUSTEE TURNBULL: Mr. Chairman, I think my
13 suggestion about Wednesday is not necessary since the
14 72 hours; isn't the original motion saying we should
15 get our information or our suggestions within 72
16 hours?

17 ATTORNEY BARGE-MILES: Yes.

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

20 CHAIRMAN BADGER: So anything not received within
21 72 hours will not be used, correct? Whatever is
22 received within 72 hours will be used to craft into
23 the existing contract, the ideas and suggestions that
24 were put on the table, correct?

25 TRUSTEE PERSAUD: Mr. Chairman, I didn't know if

1 this is the time to offer a counter-motion or whatever
2 you call it; I can't think about it. But I do agree
3 that the contract needs some wordsmithing. There are
4 some things that Trustee was suggesting, like a
5 redaction in the 15 percent -- I need to hear
6 something like that, 10 percent; all of that I don't
7 agree with.

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

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

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

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

24 TRUSTEE TURNBULL: No. Mr. Chairman, I think we
25 don't vote on it unless we see it in writing. That

1 was the whole purpose of having it submitted.

2 So yes, could you please send that to all members
3 whether or not we do it now or not?

4 CHAIRMAN BADGER: And then we do what vote on
5 it?

6 TRUSTEE TURNBULL: The motion --

7 ATTORNEY BARGE-MILES: Trustee Badger, I think
8 the motion, you will meet on Friday to discuss the
9 contract, next Friday, seven days.

10 CHAIRMAN BADGER: Are we discussing it and voting
11 or to consider?

12 ATTORNEY BARGE-MILES: Consider.

13 CHAIRMAN BADGER: All right. To consider.
14 Okay. That's the motion.

15 TRUSTEE ALSTON: I would like to interject if I
16 could, Mr. Chair. I'm still voting no, but I just
17 want to make sure at least for all of the trustees
18 that we have a time that is reasonable for all of the
19 Board members that can attend.

20 CHAIRMAN BADGER: This is going to be a
21 telephonic meeting, also, right?

22 TRUSTEE ALSTON: Yes, I just wanted to make sure
23 everyone could attend.

24 CHAIRMAN BADGER: Will everyone be in attendance
25 on the Friday meeting? And can we set a time when

1 we're on the phone?

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

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

7 That's the only reason I mentioned that.

8 CHAIRMAN BADGER: Okay.

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

12 CHAIRMAN BADGER: Okay.

13 TRUSTEE WARREN: The recommendations offered by
14 Trustee Montgomery, General Counsel should have a
15 conversation with Trustee Montgomery about his
16 suggested insertions and/or tweaks to the contracts.

17 I didn't find them to be anything out of the
18 ordinary. They're seemingly -- make sense
19 suggestions. If some of them have put the potential
20 of, as is the severance pay issue, if they had the
21 potential of violating law, the prescription is for
22 how severance pay is to be paid, but I understood
23 Trustee Montgomery's desires there were to be when it
24 was to be paid and how.

25 So a conversation with General Counsel and

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

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

19 And McKnight, I would hope that the General
20 Counsel sees as its roll to be of consulting help to
21 us here rather than just taking -- rather than doing
22 the wordsmithing. But there is the need for some
23 conversation between you and Trustee Montgomery, in
24 particular, and then later when we see this thing, I
25 hope to have more talking from General Counsel than

1 not.

2 TRUSTEE TURNBULL: Agreed.

3 TRUSTEE SHANNON: I agree.

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

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

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

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

22 TRUSTEE WARREN: Yes. Well said.

23 TRUSTEE TURNBULL: Yes.

24 CHAIRMAN BADGER: That will be transmitted as
25 well to legal to insure that everybody's comments are

1 included. Anybody want to present their comments?

2 ATTORNEY BARGE-MILES: Dr. Badger, this is
3 Linda. Are you saying that we will send you, the
4 Board, the red line Trustee Montgomery has provided?

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

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

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

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

21 CHAIRMAN BADGER: Okay. Trustee Montgomery?

22 TRUSTEE MONTGOMERY: Yes.

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

25 TRUSTEE MONTGOMERY: I was saying a substitute

1 motion from you and we can vote on it.

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

4 TRUSTEE PERSAUD: Mr. Chair?

5 CHAIRMAN BADGER: Yes, sir.

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

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

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

20 TRUSTEE PERSAUD: Yes, okay.

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

23 ATTORNEY BARGE-MILES: Dr. Badger, this is
24 Linda. I'm just asking the question: You asked if
25 Trustee Gilzean was on the line, and I'm not sure that

1 he is still with the call and he was the one that made
2 the motion, so I'm just questioning what the changes
3 could be to that motion if he's no longer on the call,
4 in order to dispense of that motion.

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

8 CHAIRMAN BADGER: Would that satisfy your
9 inquiry, Linda?

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

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

18 (Answers in opposition.)

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

21 Now, the new motion.

22 TRUSTEE PERSAUD: I move that we accept input
23 from the trustees as to their concerns with the
24 current contract, excluding the portion with
25 compensation and the time line for Dr. Mangum to

1 assume the presidency of Florida A.M. University.

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

5 TRUSTEE WARREN: That still could be impacted.

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

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

10 CHAIRMAN BADGER: I did not hear a second.

11 TRUSTEE WHITE: Mr. Chairman?

12 CHAIRMAN BADGER: Trustee White?

13 TRUSTEE WHITE: Yes.

14 CHAIRMAN BADGER: Thank you.

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

20 CHAIRMAN BADGER: Second the motion?

21 TRUSTEE WARREN: Second.

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

25 All in favor. Motion passes.

1 TRUSTEE ALSTON: Nay. Trustee Alston.

2 TRUSTEE LAWSON: And Lawson as well.

3 CHAIRMAN BADGER: Record Trustee Lawson.

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

6 CHAIRMAN BADGER: Okay.

7 ATTORNEY BARGE-MILES: Trustee Alston?

8 TRUSTEE ALSTON: No.

9 ATTORNEY BARGE-MILES: Trustee Badger?

10 CHAIRMAN BADGER: No.

11 ATTORNEY BARGE-MILES: Trustee Gilzean?

12 Trustee Lawson?

13 TRUSTEE LAWSON: No.

14 ATTORNEY BARGE-MILES: Trustee McWilliams?

15 Trustee Montgomery?

16 TRUSTEE MONTGOMERY: No.

17 ATTORNEY BARGE-MILES: Trustee Moore?

18 Trustee Moore? Trustee Persaud?

19 TRUSTEE PERSAUD: Yes.

20 ATTORNEY BARGE-MILES: Trustee Shannon?

21 TRUSTEE SHANNON: Yes.

22 ATTORNEY BARGE-MILES: Trustee Siders?

23 TRUSTEE SIDERS: No.

24 ATTORNEY BARGE-MILES: Trustee Turnbull?

25 TRUSTEE TURNBULL: Yes.

1 ATTORNEY BARGE-MILES: Trustee Warren?

2 TRUSTEE WARREN: Yes.

3 ATTORNEY BARGE-MILES: Trustee White?

4 TRUSTEE WHITE: Yes.

5 TRUSTEE PERSAUD: The motion dies.

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

8 ATTORNEY BARGE-MILES: The vote was --

9 CHAIRMAN BADGER: I'm waiting on --

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

12 CHAIRMAN BADGER: Tied.

13 TRUSTEE WHITE: Mr. Chairman?

14 CHAIRMAN BADGER: Go ahead.

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

17 CHAIRMAN BADGER: You've heard the question.
18 What is it that -- does anyone have a response to what
19 it is that you expect us to do at this point?

20 It's my opinion that the Board is saying, take
21 this back and get using the input that comes from
22 Board members and bring it back within 72 hours for
23 Board members to look at the contract tweaked excusing
24 or excluding (inaudible) and the date that may be
25 affected, date of arrival which may be affected.

1 TRUSTEE LAWSON: Chairman Badger, could you
2 restate that? There was a little bit of static at the
3 end of the comment.

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

10 TRUSTEE TURNBULL: Mr. Chairman?

11 CHAIRMAN BADGER: Trustee Turnbull?

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

18 CHAIRMAN BADGER: No, we don't. The concern I
19 have, Trustee Turnbull, is I heard more than one
20 trustee put a motion on the floor to not interfere
21 with the financial packet that has been -- we also
22 heard it come from Vice-president Haynes that the fact
23 that has been negotiated and they were in agreement
24 that could be done, and we also heard a comment that
25 that's in keeping with where we are.

1 You heard from another trustee the fact that that
2 puts FAMU near the middle. I think I saw some place
3 within the top 8 out of 12. Right now, I think we're
4 second from the bottom or maybe third from the
5 bottom. (Inaudible.)

6 TRUSTEE SHANNON: Go ahead, Trustee Montgomery.
7 This is Trustee Shannon.

8 TRUSTEE MONTGOMERY: Unfortunately, I'm going to
9 have to drop from the call. It's my understanding at
10 a 5:5 vote, at this point this evolves into a
11 leadership call with regard to moving forward. It
12 would make sense to me that the -- that all trustees
13 submit their proposed changes; that the General
14 Counsel contact each trustee that forwards the changes
15 so that there's clarifications; from a legal
16 perspective and also from a FAMU perspective that
17 whatever the trustee is attempting to communicate or
18 attempting to do is true to form and have the.

19 And then whatever your process is for moving this
20 along -- have a document with proposed changes, all
21 changes, no exclusions; you can even source the
22 potential changes -- and then in our next conversation
23 as Trustee Persaud we go through -- we debate each one
24 and we vote on the provisions that are contested, but
25 I just think at this point we need to move the

1 conversation forward. And if there's not obviously
2 going to be contentious on what we need to do and at
3 this point it becomes a leadership call.

4 TRUSTEE TURNBULL: I second the motion.

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

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

21 TRUSTEE WARREN: Mr. Chair, could we have General
22 Counsel minimally forward to us a red line version
23 with Trustee Montgomery's suggestions? I think they
24 provide great food for thought, and it will be helpful
25 to have those so those aren't things that we sort of

1 take to attempt to rewrite if those recommendations or
2 the language makes sense, we would have the benefit of
3 that.

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

8 ATTORNEY McKNIGHT: Yes.

9 TRUSTEE WARREN: "Internal use only."

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

16 ATTORNEY McKNIGHT: Yes, sir.

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

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

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

1 CHAIRMAN BADGER: Can you speak up? I can hardly
2 hear you.

3 TRUSTEE SIDERS: This is Trustee Siders. I have
4 just a quick question, and this is toward Attorney
5 Barge-Miles and Attorney McKnight. Given the said
6 time frame of when we are to allowed the parties to
7 deliberate and also when we expect this Board to meet
8 telephonically again, do we anticipate still meeting
9 the deadline of February 20th for the Board of
10 Governor's?

11 ATTORNEY BARGE-MILES: We have no control over
12 that right now because this -- as Attorney McKnight
13 said, this has to go back to Dr. Mangum, and so we
14 don't have any control over that. Certainly, we will
15 have our part done.

16 And as I said earlier, the Board of Governor's in
17 making that February 20th date wanted to make it clear
18 that they did not want the University to rush to try
19 to meet that deadline. They want us to have the
20 contract. That was what I was told.

21 TRUSTEE SIDERS: Okay. Thank you.

22 CHAIRMAN BADGER: The ball is not in our court
23 all of the time, and when it gets to the other side,
24 in the past it has taken longer for us to get where we
25 are now. So -- (inaudible) our attorneys will do

1 diligently requested and get it forward.

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

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

10 TRUSTEE PERSAUD: All right.

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

16 TRUSTEE PERSAUD: Thank you, Mr. Chair.

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

19 ATTORNEY BARGE-MILES: No.

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

1 block out that time, please do so.

2 Any other questions? Anything else for the

3 Board? Hearing none, the meeting is adjourned.

4 (Telephonic Conference is concluded.)

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CERTIFICATE OF REPORTER

STATE OF FLORIDA)
COUNTY OF LEON)

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

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

Dated this 2nd day of February 2014.

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

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