

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



**Special Committee on Athletics Meeting
Wednesday, September 14, 2016 @ 3:45 p.m.
Tallahassee, Florida**

Committee Members: Chairman Kelvin Lawson, Trustee Dortch, Trustee Grable, Trustee Lawrence, Trustee Smith

AGENDA

- | | | |
|------|--|------------------|
| I. | Call to Order | Chairman Lawson |
| II. | Roll Call | |
| III. | Information Items | |
| | A. FY 2016-2017 Athletics Budget to Actual Revenues and Expenditures | VP Poole |
| | B. Review of Projected Five-Year Plan for Revenues and Expenditures | VP Poole |
| | C. Discussion of Proposed Repayment of Auxiliary Funds | Chairman Lawson |
| | D. Football Season Update | Coach Alex Woods |
| | E. Booster and Fundraising Update | AD Overton |
| | F. Approval of Multi-Year Agreements | AD Overton |
| IV. | Adjournment | |

Summary of Action and Information Items

Special Committee on Athletics Meeting
Wednesday, September 14, 2016 @ 3:45 p.m.
Tallahassee, Florida

Committee Members: Chairman Kelvin Lawson, Trustee Dortch, Trustee Grable,
Trustee Lawrence, and Trustee Smith

Information Items:

- A. FY 2016-2017 Athletics Budget to Actual Revenues and Expenditures - Review of Athletics budget through July 31, 2016
- B. Discussion of Proposed Repayment of Auxiliary Funds - Update on Board of Governors follow up activities related to athletics deficit and proposed corrective action to closely monitor expenses, and develop repayment schedule to University auxiliary funds
- C. Football Season Update - Coach Wood to provide football season updates
- D. Booster and Fundraising Update - AD Overton will provide fundraising updates and the status of the FAMU Boosters
- E. Review of Projected Five-Year Plan for Revenues and Expenditures - The 5-Year Plan for Athletics was approved at the June 2016 meeting. Corresponding expense categories have been provided for review.
- F. Approval of Multi-Year Agreements – Contracts for three coaches: Baseball Coach, Jamey Shouppe; Softball Coach, Veronica Wiggins; and Men and Women’s Track & Field/Cross Country Coach, Dr. Darlene Moore.

Summary of Action and Information Items

Special Committee on Athletics Meeting
Wednesday, September 14, 2016 @ 3:45 p.m.
Tallahassee, Florida

Committee Members: Chairman Kelvin Lawson, Trustee Dortch, Trustee Grable, Trustee Lawrence, and Trustee Smith

Summary of Athletic Multi-year Agreements

1. Jamey Shouppe, Head Baseball Coach
Annual Salary: \$95,000.00
Effective Date: July 1, 2016
Expiration Date: June 30, 2019 or the first day following any post-season game
2. Veronica Wiggins, Head Softball Coach
Annual Salary: \$77,000.00
Effective Date: July 1, 2016
Expiration Date: June 30, 2019 or the first day following any post-season game
3. Dr. Darlene Moore, Men's/Women's Track and Field/Cross Country Coach
Annual Salary: \$81,000.00
Effective Date: July 1, 2016
Expiration Date: June 30, 2019 or the first day following any post-season event

**FLORIDA A&M UNIVERSITY
HEAD BASEBALL COACH
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between Florida A&M University (“FAMU”), on behalf of the FAMU Board of Trustees, (the “University”) and Jamey Shoupe (the “Coach”). The University and the Coach are collectively referred to as “Parties.”

RECITALS

WHEREAS, the University is in need of the services of an athletic coach to coach the University’s baseball team; and

WHEREAS, the Coach represents that he meets the University’s qualifications for the position of head baseball coach and is available for employment in this capacity with the University; and

WHEREAS, the Parties desire to set forth the terms of their Agreement in writing.

In consideration of the mutual covenants, promises and conditions in this Agreement, University and Coach agree as follows:

TERMS

1.0 GENERAL EMPLOYMENT TERMS

1.1 Subject to the terms and conditions for employment with the University as provided in this Agreement, University employs Coach as Head Baseball Coach (“Sports Team”) with the University’s intercollegiate baseball program (“Program”), and Coach understands, agrees to and accepts the terms and conditions for employment outlined in this Agreement.

1.2 Coach shall work under the direct supervision of the Director of Intercollegiate Athletics of University (“Athletics Director”) or the Athletics Director’s designee, and shall confer with the Athletics Director on all matters requiring administrative and technical decisions. The Coach shall be under the overall general supervision of the President of the University. The Athletics Director and Coach shall confer with the President if a problem cannot otherwise be resolved.

1.3 Coach shall lead, recruit for, manage, supervise and promote the Baseball Team and Baseball Program and perform such other duties in the intercollegiate athletic program of the University as may be assigned during the term of this Agreement and any extensions hereof.

2.0 COMPENSATION AND OTHER EMPLOYMENT INCENTIVES

2.1 In consideration for services and satisfactory performance of the conditions of this Agreement by Coach, University promises to provide Coach an annual salary of \$95,000.00, effective July 1, 2016. The University’s performance and obligation to pay under the Agreement is contingent upon the availability of funding and funds budgeted and approved annually by the FAMU Board of Trustees for its purposes. It is agreed that the compensation so paid shall be subject to the same payroll deductions/withholdings that apply to University’s employees and as required by applicable state and federal laws and University rules, regulations and policies.

2.2 Standard University Fringe Benefits. Coach shall be entitled to standard University benefits provided to other regular, full-time employees of the University in Administrative and Professional Services classification, including group insurance, vacation with pay, retirement programs, etc. and shall be eligible to participate in voluntary payroll deduction programs on the same basis and with the same employer contributions that apply to the University's Administrative and Professional Services employees. The University shall not be responsible for any other compensation or monetary benefit to the Coach of any kind unless it is specifically set forth herein.

2.3 Merit or Cost of Living Increases. During the term of this Agreement, the Coach shall be eligible for merit and/or cost of living increases as the University may provide to Administrative and Professional Services employees of the University. Such merit increases shall be based on the Coach's job duties and responsibilities, as distinguished from his win-loss record, and based upon the same process as is used for other Administrative and Professional Services employees and shall take into account prior evaluations and the expectations and goals as established with the Athletics Director.

2.4 Performance Incentives (if earned). While Employee is serving as Head Coach, the University will provide or arrange for the following performance incentives (athletic and academic) and no others. Subject to the availability of funds, performance bonuses may be awarded annually, if earned, per the departmental Bonus Policy. The cumulative amount of annual bonus and incentives earned may not exceed one (1) month salary of Coach. Said incentives shall be paid within thirty (30) days after attainment of the goal or official announcement of the honor. Specifically, Baseball Head Coach Performance Bonuses are as follows:

2.4.1 Academic- From and after July 1, 2016, and each year thereafter, for each year that Baseball achieves (i) a graduation rate that equals or exceeds 85% based on the NCAA Graduation Success Rate (GSR) or a succeeding model, and (ii) the team's Academic Progress Rate (APR) as calculated by the NCAA is above the NCAA defined cut score, the University shall pay to Coach Five Thousand Dollars (\$5,000).

2.4.2 Athletic Performance Bonuses – Athletic Conference and NCAA

- (i) Athletic Conference Championship (as the Athletic Conference defines the Conference Champion) = One (1) month's base salary for the conference championship
- (ii) Athletic Conference Men's Coach of the Year = One (1) month's salary for each honor awarded
- (iii) Athletic Performance Bonuses - NCAA National Men's Coach of the Year by the American Baseball Coaches Association = (1) month's salary for each honor awarded.

2.5 Other Miscellaneous Compensation and Benefits. In addition to the annual and incentivized compensation and benefits as provided above, Coach shall be provided with the following miscellaneous compensation and benefits associated with his position as Head Baseball Coach of the University's Program.

2.5.1 Coach shall have eight (8) complimentary tickets provided to him by the University, at no charge, for all University sporting events.

2.5.2 Coach, subject to state law, NCAA, and University rules, regulations, policies, and procedures, may conduct and run summer youth baseball camps beginning in the summer of 2016. Coach shall have the opportunity to use University facilities in the conduct of these camps in accordance with University regulations, policies, and procedures applicable to facility use and summer camps. The University does not guarantee or provide any supplemental compensation for the operation of on-campus summer camps. Coach shall be entitled to 100% of the proceeds, less expenses, generated as a result of the summer camps. These proceeds can be used at Coach's discretion and as income to Coach or for assistant coaches' compensation.

2.6 Outside Income. While Coach is employed as Head Baseball Coach at the University, he shall have the opportunity to pursue and engage in outside commercial endorsement activities and personal appearances that Coach secures on his own initiative including, but not limited to, radio shows, television appearances, personal appearances representing the University Program, apparel and footwear. These outside activities and appearances shall not conflict with any of the duties or activities referenced in this Agreement, nor shall they conflict with University rules, regulations, policies, and procedures, the NCAA, or the member Athletic Conference ("Conference"). Further, Coach shall obtain prior written consent from the Athletic Director before pursuing any outside activity.

2.6.1 Media. Coach shall maximize radio and television coverage favorable to the University, but shall receive remuneration for such appearances, for any endorsements, or public presentations only upon securing prior written consent as noted in Section 6.0 hereof. Coach shall promote the Program in a positive manner and will also create goodwill with the outside sponsors of these appearances. The Parties agree that the University shall own all rights in and to the master game tapes and highlight tapes produced in connection with these appearances.

2.6.2 Speeches/Appearances. Coach shall be entitled to deliver, make and grant speeches, appearances, and media interviews as well as write and release books and magazines and newspaper articles or columns and to retain any and all income derived therefrom. However, any and all speeches given pursuant to this subsection must be given by Coach in his individual capacity, and not in his official capacity as a University employee. It is also expressly understood and agreed that this subsection does not pertain to any speech or appearance at a University-sponsored function. Any and all activities performed hereunder shall be subject to and carried out in accordance with Florida Board of Governors and FAMU intellectual property regulations, policies, and procedures.

3.0 TERM

3.1 THIS AGREEMENT IS SUBJECT TO REGULATION 10.106 OF THE FLORIDA A&M UNIVERSITY BOARD OF TRUSTEES AND FLORIDA STATUTE 215.425(4)(a)1.

3.2 This appointment shall commence on July 1, 2016 and continue each year until the later of June 30, 2019, or the first day following any post-season game that the University's Baseball Team participates in following the 2019 regular baseball season, and is subject to the U.S. and Florida Constitutions and laws as constitutionally

permissible, the rules, regulations, policies and procedures of the Florida Board of Governors and the University as now or hereafter promulgated and the conditions stated herein. For the purposes of this Employment Agreement, the Total Term shall consist of three (3) Contract Years defined as follows: each Contract year during the Total Term hereof shall begin on July 1 and end on the following June 30. This appointment is subject to the approval of the FAMU Board of Trustees.

3.3 As of July 1, 2016, (i) this Employment Agreement shall supersede and replace any and all other prior or existing employment contracts or agreements, including amendments and/or addenda thereto, if any, between the University and the Coach and (ii) any and all such prior or existing employment contracts or agreements, including amendments and/or addenda thereto, if any, are null, void, and of no further force or effect.

3.4 Subject to terms and conditions contained herein, Coach agrees that he shall not negotiate for or enter into any other sports or athletics related employment prior to June 30, 2019. Should the Coach nevertheless breach this provision, it shall be deemed a breach of this Employment Agreement, and subject to immediate termination of this Employment Agreement, pursuant to which the University shall be under no further financial or other obligation whatsoever to Coach, except for such obligations which have accrued or vested pursuant to this Employment Agreement prior to the date of such termination. Furthermore, as a consequence of such breach, Coach shall within sixty (60) days of termination, pay University liquidated damages, as follows:

<u>Coach terminates on or before:</u>	<u>Amount of Liquidated Damages</u>
June 23, 2017	\$180,000.00
<u>Coach terminates on or after:</u>	
June 23, 2017	\$90,000.00

3.5 Coach recognizes his promise to work for the University for the entire term of this Agreement is of the essence of this Agreement to the University. Coach also recognizes that the University is making a valuable investment in his continued employment by entering into this Agreement and that its investment would be lost if he were to resign his employment with the University prior to the expiration of this Agreement. Thus, the Parties expressly agree that, it being impossible to ascertain or estimate the entire or exact cost, damage, or injury that University may sustain by reason of such breach, the foregoing sums are mutually agreed on as compensation for the injury suffered by the University, and not as a penalty. This provision shall survive the termination of this Agreement by Coach pursuant to subsection 4.2 below of this Agreement and shall remain in full force and effect until June 30, 2019 unless this Employment Agreement is sooner terminated pursuant to subsection 5.0 below of this Employment Agreement.

3.6 The Parties agree that: (1) should another employment opportunity be presented directly or indirectly to Coach and/or to any individual, firm, or entity acting on Coach's behalf or (2) should Coach be interested in other employment during the term of this Agreement, Coach shall notify the Director of Athletics or designee of such opportunity or interest before any substantive discussions are held by Coach and/or any individual or entity acting on Coach's behalf with any potential employer. This provision is essential to this Employment Agreement and violation hereof may be considered cause for termination pursuant to subsection 5.0 below of this Employment Agreement.

3.7 This Agreement is renewable solely upon an offer from University and acceptance by Coach, both of which must be in writing and signed by the respective Parties. This employment in no way grants Coach a claim to tenure in employment, or any years of employment attributable to tenure within the University.

4.0 COACH'S DUTIES

4.1 In consideration of the annual salary and other benefits, Coach promises and agrees to be held directly accountable for the Sports Team's budget, scheduling, recruiting and training and other duties as follows; Coach shall:

4.1.1 Faithfully and conscientiously devote best efforts to perform the coaching duties stated herein and assigned by the Athletics Director and the President within the budget allocated;

4.1.2 Devote full-time attention and energy to the duties of Head Baseball Coach as required herein to the administration, management and promotion of the University's Sports Team and Program and in such manner as to reflect positively on the image and reputation of the University and which is consistent with University rules, regulations, policies and procedures; NCAA by-laws, rules, regulations and interpretation; and MEAC by-laws, rules, regulations, and interpretations; and to avoid directly or indirectly any business, professional or personal activities or pursuits that would detract from or prevent Coach from devoting full-time to performance of the duties under this Agreement;

4.1.3 Coach shall not engage in any activity that would embarrass University or detract in any manner from the duties outlined herein including, but not limited to, criminal arrests, prosecutions, convictions and/or guilty or *nolo contendere* pleas to first degree misdemeanors or any felonies;

4.1.4 Know, recognize, comply with and monitor compliance by student-athletes and assistant coaches with the laws, rules, regulations, policies and procedures governing the University and its employees, the constitution, by-laws and rules of the NCAA and the MEAC, or any other conference or organization the University becomes a member of during the term of this Agreement, as now constituted or as they may be amended during the term hereof. Coach shall immediately advise the Vice President of Audit and Compliance and Athletics Director if Coach has reason to believe that a violation(s) has occurred or will occur and shall fully cooperate in any investigation of possible MEAC or NCAA violations conducted or authorized by the University, MEAC or NCAA.

4.1.5 In accordance with NCAA Bylaw 11.1.2.1, as now or hereafter amended, promote, supervise, and ensure that the assistant coaches and any other employees for which Coach is administratively (directly or indirectly) responsible, comply with the aforesaid policies, rules, and regulations; and to immediately notify the President, Athletics Director and Vice President of Audit and Compliance if Coach has reasonable cause to believe violations have occurred or will occur and fully cooperate in any investigation of possible MEAC or NCAA violations conducted or authorized by the University, MEAC or NCAA.

4.1.6 Administer, manage and lead the Sports Team and Program in such a manner as to allow the University's Sports Team to effectively compete in the MEAC and the NCAA.

4.1.7 Develop programs and compete successfully in academics and athletics while assuring the welfare of student-athletes;

4.1.8 Adhere to and observe the academic standards, requirements and policies of the University, MEAC and NCAA in regard to the recruiting and eligibility requirements of prospective and current student-athletes for the Sports Team; and promote an environment in which admissions, financial aid and academic services for student-athletes and recruiting can be conducted consistent with the University's mission. Coach and members of the baseball coaching staff, including assistant coaches, shall observe the University's academic standards, requirements and policies, at all times and shall not compromise or violate such at any time.

4.1.9 Encourage student-athletes to perform to their highest academic potential, which shall be evaluated by Academic Progress Rates, obtain the highest grades possible, and graduate timely, and work in cooperation with and support of the University's faculty, academic advisors and administrative officials to ensure that all student-athletes' academic requirements are met;

4.1.10 Maintain and cultivate effective relations with the MEAC, NCAA, University alumni, media, public, students, faculty, staff and friends of the University with respect to the University's Sports Team;

4.1.11 Ensure that all student-athletes recruited for the University's Program receive the utmost guidance from both Coach and his coaching staff regarding the importance of academic performance. This includes, but is not limited to, proper academic counseling by the University, which allows every opportunity for all student-athletes to meet the degree requirements necessary to graduate from the University;

4.1.12 Recruit, coach, and train student-athletes that have good moral character, talent, and academically able to compete at the collegiate level while demonstrating concern for their well-being. This includes ensuring that student-athletes are conducting themselves in an appropriate manner that will reflect positively on the University and the Program, both on and off the baseball field;

4.1.13 Discipline student-athletes for violations of Program rules, regulations, policies and/or procedures, or conduct detrimental to the Program; however, conduct of student-athletes in violation of the Student Code of Conduct (FAMU Regulation 2.012) shall be subject to discipline by the University;

4.1.14 Keep public statements complimentary to the Program and the University;

4.1.15 Perform all other duties customarily performed by Head Baseball Coaches of commensurate rank serving other MEAC and NCAA member institutions;

4.1.16 Schedule yearly intercollegiate games subject to the final approval of the Athletics Director and the President;

4.1.17 Provide evaluations of the intercollegiate Sports Team and assistant coaches to the Athletics Director within forty-five (45) days after the last game of the season; and

4.1.18 Perform all other duties as assigned by the Athletics Director or the President.

5.0 NON-REAPPOINTMENT, SEPARATION, TERMINATION, OTHER DISCIPLINE

5.1 THIS AGREEMENT IS SUBJECT TO REGULATION 10.106 OF THE FLORIDA A&M UNIVERSITY BOARD OF TRUSTEES AND FLORIDA STATUTE 215.425(4)(a)1.

5.2 Non-reappointment, separation or termination of this Agreement by University may occur pursuant to the terms of this Agreement and University regulations as now existing or hereafter promulgated.

5.3 The University shall also have the right to terminate this Agreement for cause at any time prior to its expiration, upon written notice to Coach, upon the following grounds any of which also constitute a breach of this Agreement:

5.3.1 Deliberate and serious violations of duties as set forth in this Agreement or the refusal or unwillingness to perform such duties.

5.3.2 A violation of any term or condition of this Agreement not remedied after thirty (30) days' written notice to Coach from the Athletics Director.

5.3.3 Engaging in conduct which is unlawful; conduct which constitutes moral turpitude as defined by state or federal statutes or as adjudicated by a court of competent jurisdiction or administrative tribunal; conduct in violation of any federal or state law, rule, regulation, policy or procedure; conduct in violation of any rule, regulation, policy or procedure of the MEAC, NCAA, University or Florida Board of Governors, including any such violation may have occurred prior to Coach's employment with the University; or conduct seriously prejudicial to the best interests of the University, the Athletic Department or its Sports Team.

5.3.4 Failure by Coach to timely report to the University's President or Athletic Director any violation of NCAA or MEAC rules by any student-athlete, athletics staff member, or other representative of the University's athletics interests about which Coach knows or should have known.

5.3.5 Failure to supervise the assistant coaches and baseball's other coaching staff in a manner to prevent the NCAA or MEAC violations.

5.3.6 Significant or repetitive violations or major violations of any by-law, rule, regulation, policy or procedure of the MEAC or NCAA, which may adversely affect the University's Sports Team or Athletic Department or could result in the University being placed on probation or punished in any manner by the MEAC or NCAA.

5.3.7 Prolonged absence, i.e. at least three (3) consecutive days, from the University without consent of the Athletics Director or the President.

5.4 In the event of any such termination for cause, the Coach's salary and other benefits, as set forth above, shall terminate as provided in such written notice, and the

University thereafter shall not be liable to Coach for any damages, unless Coach is otherwise entitled thereto under applicable state or federal law.

5.5 Notwithstanding any other provision of this Agreement, the Agreement shall terminate automatically if:

5.5.1 Coach dies;

5.5.2 Coach becomes totally or permanently disabled; or

5.5.3 The Parties mutually agree in writing.

5.6 If Coach is found in violation of MEAC or NCAA regulations, while employed by the University or during prior employment at another NCAA member Institution, the Coach shall be subject to disciplinary or corrective action by the University as set forth in the provisions of the NCAA enforcement procedures. In addition, Coach may be suspended for a period of time, without pay, or the Coach's employment may be terminated if the Coach is found to have been involved in significant or repetitive violations of the NCAA, MEAC or University rules, procedures or regulations.

5.7 This Employment Contract is 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, as now existing or hereafter promulgated.

6.0 OUTSIDE EMPLOYMENT

6.1 Except as set forth in section 2.0 above, Coach agrees not to personally or through any agent actively seek, negotiate for or accept other full-time or part-time employment of any nature during the term of this Agreement without first having obtained written consent from the Athletics Director and the President as set forth in FAMU Regulation 10.122. If such employment is approved, Coach hereby agrees:

6.1.1 Such outside activities shall not interfere with the full and complete performance by the Coach of the duties and responsibilities as provided herein.

6.1.2 Not to accept or receive directly or indirectly any monies, benefit or any other gratuity from any person, corporation, FAMU Boosters or Alumni Association or benefactor, if such action would violate MEAC, NCAA or University rules, procedures or regulations.

6.1.3 To report to the Athletics Director and President in writing annually or more frequently, if requested by the University all athletically related income and/or benefits Coach receives from sources outside the University during the term of this Agreement. The University shall have reasonable access to all records of the Coach necessary to verify such reports and the Coach's compliance with this provision.

6.1.4 Such activities are independent of the Coach's employment with the University and the University shall have no responsibility or liability for any claims arising therefrom.

The University shall have reasonable access to all records of the Coach necessary to verify such reports and the Coach's compliance with this provision.

7.0 SUPPORT STAFF

Coach will have the ability to recommend the hiring and dismissal of assistant coaches or other baseball support staff subject to the approval of the Athletics Director and the President. Employment and discharge of such assistants shall be effected under relevant Florida Board of Governors and University rules, regulations, policies and procedures.

8.0 UNIVERSITY PROPERTY

All materials or articles of information, including, without limitation, personnel records, student records, Coach's records, statistics or any other material or data in any form or medium furnished to Coach by the University, or developed by Coach on behalf of the University, or at the University's or Coach's direction or supervision, are and shall remain the sole, proprietary and confidential property of the University.

9.0 NO WAIVER OF DEFAULT

No waiver by the Parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.

10.0 SEVERABILITY

If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

11.0 IMPOSSIBILITY

University may cancel this Agreement at any time upon thirty (30) days' notice without further financial or other obligation due to a determination by the Florida Board of Governors or the University to eliminate the Sports Team Program for lack of funds, or a decision to discontinue the Program made in accordance with applicable rules, regulations, policies and procedures.

12.0 ASSIGNMENT

This is an Agreement for the performance of personal services. It is personal to the Coach and the University and may not be assigned to any other person or entity without the express written consent of all Parties.

13.0 ACKNOWLEDGEMENT

Coach has fully read and understands the foregoing provisions of this Agreement and agrees that such provisions are reasonable and enforceable and further agrees to abide by this Agreement and terms and conditions set forth herein.

14.0 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising out of or in connection with this Agreement shall be in Leon County, Florida.

15.0 ENTIRE AGREEMENT; MODIFICATION

This Agreement contains all the terms between the Parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the Parties. Neither party is relying upon representations not contained in this Agreement. This Agreement supersedes any other written or oral representations, statements, negotiations, or agreements to the contrary. This Agreement cannot be changed, modified or amended in any respect except by a written instrument signed by the respective Parties.

IN WITNESS WHEREOF, Coach and the authorized representatives of University have executed this Agreement as fully executed below.

FLORIDA A&M UNIVERSITY

COACH:

Elmira Mangum
President

Jamie Shoupe
Head Baseball Coach

Date

Date

Milton Overton
Director of Intercollegiate Athletics

Date

Approved as to Form and Legality.

FAMU, Office of the General Counsel Date

**FLORIDA A&M UNIVERSITY
HEAD SOFTBALL COACH
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between Florida A&M University (“FAMU”), on behalf of the FAMU Board of Trustees, (the “University”) and Veronica Wiggins (the “Coach”). The University and the Coach are collectively referred to as “Parties.”

RECITALS

WHEREAS, the University is in need of the services of an athletic coach to coach the University’s softball team; and

WHEREAS, the Coach represents that she meets the University’s qualifications for the position of head softball coach and is available for employment in this capacity with the University; and

WHEREAS, the Parties desire to set forth the terms of their Agreement in writing.

In consideration of the mutual covenants, promises and conditions in this Agreement, University and Coach agree as follows:

TERMS

1.0 GENERAL EMPLOYMENT TERMS

1.1 Subject to the terms and conditions for employment with the University as provided in this Agreement, University employs Coach as Head Softball Coach (“Sports Team”) with the University’s intercollegiate softball program (“Program”), and Coach understands, agrees to and accepts the terms and conditions for employment outlined in this Agreement.

1.2 Coach shall work under the direct supervision of the Director Intercollegiate Athletics of University (“Athletics Director”) or the Athletics Director’s designee, and shall confer with the Athletics Director on all matters requiring administrative and technical decisions. The Coach shall be under the overall general supervision of the President of the University. The Athletics Director and Coach shall confer with the President if a problem cannot otherwise be resolved.

1.3 Coach shall lead, recruit for, manage, supervise and promote the Softball Team and Softball Program and perform such other duties in the intercollegiate athletic program of the University as may be assigned during the term of this Agreement and any extensions hereof.

2.0 COMPENSATION AND OTHER EMPLOYMENT INCENTIVES

2.1 In consideration for services and satisfactory performance of the conditions of this Agreement by Coach, University promises to provide Coach an annual salary of \$77,000.00, effective July 1, 2016. The University’s performance and obligation to pay under the Agreement is contingent upon the availability of funding and funds budgeted and approved annually by the FAMU Board of Trustees for its purposes. It is agreed that the compensation so paid shall be subject to the same payroll deductions/withholdings that apply to University’s employees and as required by applicable state and federal laws and University rules, regulations and policies.

2.2 Standard University Fringe Benefits. Coach shall be entitled to standard University benefits provided to other regular, full-time employees of the University in Administrative and Professional Services classification, including group insurance, vacation with pay, retirement programs, etc. and shall be eligible to participate in voluntary payroll deduction programs on the same basis and with the same employer contributions that apply to the University's Administrative and Professional Services employees. The University shall not be responsible for any other compensation or monetary benefit to the Coach of any kind unless it is specifically set forth herein.

2.3 Merit or Cost of Living Increases. During the term of this Agreement, the Coach shall be eligible for merit and/or cost of living increases as the University may provide to Administrative and Professional Services employees of the University. Such merit increases shall be based on the Coach's job duties and responsibilities, as distinguished from her win-loss record, and based upon the same process as is used for other Administrative and Professional Services employees and shall take into account prior evaluations and the expectations and goals as established with the Athletics Director.

2.4 Performance Incentives (if earned). While Employee is serving as Head Coach, the University will provide or arrange for the following performance incentives (athletic and academic) and no others. Performance bonuses will be awarded annually, if earned, per the departmental Bonus Policy. The cumulative amount of annual bonus and incentives earned may not exceed one (1) month salary of Coach. Said incentives shall be paid within thirty (30) days after attainment of the goal or official announcement of the honor. Specifically, Softball Head Coach Performance Bonuses are as follows:

(a) Academic From and after July 1, 2016, and each year thereafter, for each year that Softball achieves (i) a graduation rate that equals or exceeds 85% based on the NCAA Graduation Success Rate (GSR) or a succeeding model, and (ii) the team's Academic Progress Rate (APR) as calculated by the NCAA is above the NCAA defined cut score, the University shall pay to Coach Five Thousand Dollars (\$5,000).

(b) Athletic Performance Bonuses – Athletic Conference and NCAA

- (i) Athletic Conference Championship (as the Athletic Conference defines the Conference Champion) = One (1) month's base salary for the conference championship
- (ii) Athletic Conference Coach of the Year = One (1) month's salary for each honor awarded)
- (iii) Athletic Performance Bonuses -NCAA National Coach of the Year by the American Softball Coaches Association = 1 month's salary for each honor awarded.

2.5 Other Miscellaneous Compensation and Benefits. In addition to the annual and incentivized compensation and benefits as provided above, Coach shall be provided with the following miscellaneous compensation and benefits associated with her position as Head Softball Coach of the University's Program.

(a) Coach shall have eight (8) complimentary tickets provided to her by the University, at no charge, for all University sporting events.

(b) Coach, subject to state law, NCAA, and University rules, regulations, policies and procedures, may conduct and run summer youth softball camps beginning in the summer of 2016. Coach shall have the opportunity to use University facilities in the conduct of these camps in accordance with University regulations, policies, and procedures applicable to facility use and summer camps. The University does not guarantee or provide any supplemental compensation for the operation of on-campus summer camps. Coach shall be entitled to 100% of the proceeds, less expenses, generated as a result of the summer camps. These proceeds can be used at Coach's discretion and as income to Coach or for assistant coaches' compensation.

2.6 Outside Income. While Coach is employed as Head Softball Coach at the University, he shall have the opportunity to pursue and engage in outside commercial endorsement activities and personal appearances that Coach secures on her own initiative including, but not limited to, radio shows, television appearances, personal appearances representing the University Program, apparel and footwear. These outside activities and appearances shall not conflict with any of the duties or activities referenced in this Agreement, nor shall they conflict with University rules, regulations, policies, and procedures, the NCAA, or the member Athletic Conference ("Conference"). Further, Coach shall obtain prior written consent from the Athletic Director before pursuing any outside activity.

2.7 Media. Coach shall maximize radio and television coverage favorable to the University, but shall receive remuneration for such appearances, for any endorsements, or public presentations only upon securing prior written consent as noted in Section 5 hereof. Coach shall promote the Program in a positive manner and will also create goodwill with the outside sponsors of these appearances. The Parties agree that the University shall own all rights in and to the master game tapes and highlight tapes produced in connection with these appearances.

2.8 Speeches/Apearances. Coach shall be entitled to deliver, make and grant speeches, appearances, and media interviews as well as write and release books and magazines and newspaper articles or columns and to retain any and all income derived therefrom. However, any and all speeches given pursuant to this subsection must be given by Coach in her individual capacity, and not in her official capacity as a University employee. It is also expressly understood and agreed that this subsection does not pertain to any speech or appearance at a University-sponsored function. Any and all activities performed hereunder shall be subject to and carried out in accordance with Florida Board of Governors and FAMU intellectual property regulations, policies and procedures.

3.0 TERM

3.1 THIS AGREEMENT IS SUBJECT TO REGULATION 1.106 OF THE FLORIDA A&M UNIVERSITY BOARD OF TRUSTEES AND FLORIDA STATUTE 215.425(4)(a)1.

3.2 This appointment shall commence on July 1, 2016 and continue each year until the later of June 30, 2019, or the first day following any post-season game that the University's Softball Team participates in following the 2019 regular softball season. For the purposes of this Employment Agreement, the Total Term shall consist of three (3) Contract Years defined as follows: each Contract year during the Total Term hereof shall begin on July 1 and end on the following June 30.

3.2 As of July 1, 2016, (i) this Employment Agreement shall supersede and replace any and all other prior or existing employment contracts or agreements, including amendments and/or addenda thereto, if any, between the University and the Coach and (ii) any and all such prior or existing employment contracts or agreements, including amendments and/or addenda thereto, if any, are null, void, and of no further force or effect.

3.3 Subject to terms and conditions contained herein, Coach agrees that she shall not negotiate for or enter into any other sports or athletics related employment prior to June 30, 2019. Should the Coach nevertheless breach this provision, it shall be deemed a breach of this Employment Agreement, and subject to immediate termination of this Employment Agreement, pursuant to which the University shall be under no further financial or other obligation whatsoever to Coach, except for such obligations which have accrued or vested pursuant to this Employment Agreement prior to the date of such termination. Furthermore, as a consequence of such breach, Coach shall within sixty (60) days of termination, pay University liquidated damages, as follows:

<u>Coach terminates on or before:</u>	<u>Amount of Liquidated Damages</u>
June 23, 2017	\$142,000.00

<u>Coach terminates on or after:</u>	
June 23, 2017	\$71,000.00

3.4 Coach recognizes her promise to work for the University for the entire term of this Agreement is of the essence of this Agreement to the University. Coach also recognizes that the University is making a valuable investment in her continued employment by entering into this Agreement and that its investment would be lost if she were to resign her employment with the University prior to the expiration of this Agreement. Thus, the Parties expressly agree that, it being impossible to ascertain or estimate the entire or exact cost, damage, or injury that University may sustain by reason of such breach, the foregoing sums are mutually agreed on as compensation for the injury suffered by University, and not as a penalty. This provision shall survive the termination of this Agreement by Coach pursuant to subsection 4.2 below of this Agreement and shall remain in full force and effect until June 30, 2019 unless this Employment Agreement is sooner terminated pursuant to subsection 5.0 below of this Employment Agreement.

3.5 The Parties agree that should another employment opportunity be presented directly or indirectly to Coach and/or any individual, firm, or entity acting on Coach's behalf or should Coach be interested in other employment during the term of this Agreement, Coach shall notify the Director of Athletics or designee of such opportunity or interest before any substantive discussions can be held by Coach and/or any individual or entity acting on Coach's behalf with any potential employer. This provision is essential to this Employment Agreement and violation hereof may be considered cause for termination pursuant to subsection 4.1 below of this Employment Agreement.

3.6 This Agreement is renewable solely upon an offer from University and acceptance by Coach, both of which must be in writing and signed by respective the Parties. This employment in no way grants Coach a claim to tenure in employment, or any years of employment attributable to tenure within the University.

4 COACH'S DUTIES

4.1 In consideration of the annual salary and other benefits, Coach promises and agrees to be held directly accountable for the Sports Team's budget, scheduling, recruiting and training and other duties as follows; Coach shall:

4.1.1 Faithfully and conscientiously devote best efforts to perform the coaching duties stated herein and assigned by the Athletics Director and the President within the budget allocated;

4.1.2 Devote full-time attention and energy to the duties of Head Softball Coach as required herein to the administration, management and promotion of the University's Sports Team and Program and in such manner as to reflect positively on the image and reputation of the University; and to avoid directly or indirectly any business, professional or personal activities or pursuits that would detract from or prevent Coach from devoting full-time to performance of the duties under this Agreement or that would embarrass University or detract in any manner from the duties outlined herein including criminal arrests, prosecutions, convictions and/or guilty or *nolo contendere* pleas to first degree misdemeanors or any felonies;

4.1.3 Know, recognize, comply with and monitor compliance by student-athletes and assistant coaches with the laws, rules, regulations, policies and procedures governing the University and its employees, the constitution, by-laws and rules of the NCAA and the MEAC, or any other conference or organization the University becomes a member of during the term of this Agreement, as now constituted or as they may be amended during the term hereof. Coach shall immediately advise the Vice President of Audit and Compliance and Athletics Director if Coach has reason to believe that a violation(s) has occurred or will occur and shall fully cooperate in any investigation of possible MEAC or NCAA violations conducted or authorized by the University, MEAC or NCAA.

4.1.4 In accordance with NCAA Bylaw 11.1.2.1, as now or hereafter amended, promote, supervise and ensure that the assistant coaches and any other employees for which Coach is administratively (directly or indirectly) responsible, comply with the aforesaid policies, rules, and regulations; and to immediately advise the President, Athletics Director and Vice President of Audit and Compliance if Coach has reasonable cause to believe violations have occurred or will occur and fully cooperate in any investigation of possible MEAC or NCAA violations conducted or authorized by the University, MEAC or NCAA.

4.1.5 Administer, manage and lead the Sports Team and Program in such a manner as to allow the University's Sports Team to effectively compete in the MEAC and the NCAA.

4.1.6 Develop programs and procedures, in conjunction with the Office of Academic Services, with respect to the education, evaluation, recruitment, training, and coaching of student-athletes to compete successfully in academics and athletics while assuring the welfare of student-athletes;

4.1.7 Adhere to and observe the academic standards, requirements and policies of the University, MEAC and NCAA in regard to the recruiting and eligibility requirements of prospective and current student-athletes for the Sports Team; and promote an environment in which admissions, financial aid and academic services for student-athletes and recruiting can be conducted consistent with the University's mission. Coach and members of the softball coaching staff, including assistant coaches, shall observe the University's academic standards, requirements and policies, at all times and shall not compromise or violate such at any time.

4.1.8 Encourage student-athletes to perform to their highest academic potential, which shall be evaluated by Academic Progress Rates, obtain the highest grades possible, and graduate timely, and work in cooperation with and support of the University's faculty, academic advisors and administrative officials to ensure that all student-athletes' academic requirements are met;

4.1.9 Maintain and cultivate effective relations with the MEAC, NCAA, University alumni, media, public, students, faculty, staff and friends of the University with respect to the University's Sports Team;

4.1.10 Perform all other duties customarily performed by Head Softball Coaches of commensurate rank serving other MEAC and NCAA member institutions;

4.1.11 Schedule yearly intercollegiate games subject to the final approval of the Athletics Director;

4.1.12 Provide evaluations of the intercollegiate Sports Team and assistant coaches to the Athletics Director within forty-five (45) days after the last game of the season; and

4.1.13 Perform all other duties as assigned by the Athletics Director or the President.

4.2 Coach shall maximize radio and televisions coverage favorable to the University, but shall receive remuneration for such appearances, for any endorsements, or public presentations only upon securing prior written consent as noted in Section 6.0 hereof.

5 NON-REAPPOINTMENT, SEPARATION, TERMINATION, OTHER DISCIPLINE

5.1 THIS AGREEMENT IS SUBJECT TO REGULATION 1.106 OF THE FLORIDA A&M UNIVERSITY BOARD OF TRUSTEES AND FLORIDA STATUTE 215.425(4)(a)1.

5.2 Non-reappointment, separation or termination of this Agreement by University may occur pursuant to the terms of this Agreement and University regulations as now existing or hereafter promulgated.

5.3 The University shall also have the right to terminate this at any time prior to its expiration, upon written notice to Coach, upon the following grounds:

5.3.1 Deliberate and serious violations of duties as set forth in this Agreement or the refusal or unwillingness to perform such duties.

5.3.2 A violation of any term or condition of this Agreement not remedied after thirty (30) days' written notice to Coach from the Athletics Director.

5.3.3 Engaging in conduct which is unlawful; conduct which constitutes moral turpitude as defined by state or federal statutes or as adjudicated by a court of competent jurisdiction or administrative tribunal; conduct in violation of any federal or state law, rule, regulation, policy or procedure; conduct in violation of any rule, regulation, policy or procedure of the MEAC, NCAA, University or Florida Board of Governors; or conduct seriously prejudicial to the best interests of the University or its Sports Team.

5.3.4 Failure to supervise the assistant coaches and softball other coaching staff in a manner to prevent the NCAA or MEAC violations.

5.3.5 Significant or repetitive violations or major violations of any by-law, rule, regulation, policy or procedure of the MEAC or NCAA, which may adversely affect the University's Sports Team or could result in the University being placed on probation or punished in any manner by the MEAC or NCAA.

5.3.6 Prolonged absence, i.e. at least three (3) consecutive days, from the University without consent of the Athletics Director or the President.

5.4 In the event of any such termination for cause, the Coach's salary and other benefits, as set forth above, shall terminate as provided in such written notice, and the University thereafter shall not be liable to Coach for any damages, unless Coach is otherwise entitled thereto under applicable state or federal law.

5.5 Notwithstanding any other provision of this Agreement, the Agreement shall terminate automatically if:

5.5.1 Coach dies;

5.5.2 Coach becomes totally or permanently disabled; or

5.5.3 The Parties mutually agree in writing.

5.6 If Coach is found in violation of MEAC or NCAA regulations, while employed by the University or during prior employment at another NCAA member Institution, the Coach shall be subject to disciplinary or corrective action by the University as set forth in the provisions of the NCAA enforcement procedures. In addition, Coach may be suspended for a period of time, without pay, or the Coach's employment may be terminated if the Coach is found to have been involved in significant or repetitive violations of the NCAA, MEAC or University rules, procedures or regulations.

5.7 This Employment Contract is 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, as now existing or hereafter promulgated.

6 **OUTSIDE EMPLOYMENT**

6.1 Except as set forth in section 2.0 above, Coach agrees not to personally or through any agent actively seek, negotiate for or accept other full-time or part-time employment of any nature during the term of this agreement without first having obtained written consent from the Athletics Director and the President as set forth in FAMU Regulation 10.122. If such employment is approved, Coach hereby agrees:

6.1.1 Such outside activities shall not interfere with the full and complete performance by the Coach of the duties and responsibilities as provided herein.

6.1.2 Not to accept or receive directly or indirectly any monies, benefit or any other gratuity from any person, corporation, FAMU Boosters or Alumni Association or benefactor, if such action would violate MEAC, NCAA or University rules, procedures or regulations.

6.1.3 To report to the Athletics Director and President in writing annually or more frequently if requested by the University all athletically related income and/or benefits Coach receives from sources outside the University during the term of this Agreement. The University shall have reasonable access to all records of the Coach necessary to verify such reports and the Coach's compliance with this provision.

6.1.4 Such activities are independent of the Coach's employment with the University and the University shall have no responsibility or liability for any claims arising therefrom.

7 SUPPORT STAFF

Coach will have the ability to recommend the hiring and dismissal of assistant coaches or other softball support staff subject to the approval of the Athletics Director and the President. Employment and discharge of such assistants shall be effected under relevant Florida Board of Governors and University rules, regulations, policies and procedures.

8 UNIVERSITY PROPERTY

All materials or articles of information, including, without limitation, personnel records, student records, Coach's records, statistics or any other material or data in any form or medium furnished to Coach by the University, or developed by Coach on behalf of the University, or at the University's or Coach's direction or supervision, are and shall remain the sole, proprietary and confidential property of the University.

9 NO WAIVER OF DEFAULT

No waiver by the Parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.

10 SEVERABILITY

If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

11 IMPOSSIBILITY

University may cancel this Agreement at any time upon thirty (30) days' notice without further obligation due to a determination by the Florida Board of Governors or the University to eliminate the Sports Team program for lack of funds, or a decision to discontinue the program made in accordance with applicable rules, regulations, policies and procedures.

12 ASSIGNMENT

This is an Agreement for the performance of personal services. It is personal to the Coach and the University and may not be assigned to any other person or entity without the express written consent of all Parties.

13 ACKNOWLEDGEMENT

Coach has read fully read and understands the foregoing provisions of this Agreement and agrees that such provisions are reasonable and enforceable and further agrees to abide by this Agreement and terms and conditions set forth herein.

14 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising out of or in connection with this Agreement shall be in Leon County, Florida.

15 ENTIRE AGREEMENT; MODIFICATION

This Agreement contains all the terms between the parties with respect to the subject matter hereof 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 cannot be changed, modified or amended in any respect except by a written instrument signed by the Coach, Athletics Director and President.

IN WITNESS WHEREOF, Coach and the authorized representatives of University have executed this Agreement as fully executed below.

FLORIDA A&M UNIVERSITY

COACH:

Elmira Mangum
President

Veronica Wiggins
Head Softball Coach

Date

Date

Milton Overton
Director of Intercollegiate Athletics

Date

Approved as to Form and Legality.

FAMU, Office of the General Counsel Date

FLORIDA A&M UNIVERSITY
HEAD COACH
MEN'S / WOMEN'S TRACK AND FIELD/CROSS COUNTRY
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between Florida A&M University ("FAMU"), on behalf of the FAMU Board of Trustees, (the "University") and Dr. Darlene Moore (the "Coach"). The University and the Coach are collectively referred to as "Parties."

RECITALS

WHEREAS, the University is in need of the services of an athletic coach to coach the University's Men's and Women's Track and Field/Cross Country team; and

WHEREAS, the Coach represents that she meets the University's qualifications for the position of Men's and Women's Track and Field/Cross Country coach and is available for employment in this capacity with the University; and

WHEREAS, the Parties desire to set forth the terms of their Agreement in writing.

In consideration of the mutual covenants, promises and conditions in this Agreement, University and Coach agree as follows:

TERMS

1.0 GENERAL EMPLOYMENT TERMS

1.1 Subject to the terms and conditions for employment with the University as provided in this Agreement, University employs Coach of Men's & Women's Track and Field/Cross Country Coach ("Sports Team") with the University's intercollegiate Men's and Women's Track and Field/Cross Country program ("Program"), and Coach understands, agrees to and accepts the terms and conditions for employment outlined in this Agreement.

1.2 Coach shall work under the direct supervision of the Director of Intercollegiate Athletics of University ("Athletics Director") or the Athletics Director's designee, and shall confer with the Athletics Director on all matters requiring administrative and technical decisions. The Coach shall be under the overall general supervision of the President of the University. The Athletics Director and Coach shall confer with the President if a problem cannot otherwise be resolved.

1.3 Coach shall lead, recruit for, manage, supervise and promote the Men's and Women's Track and Field/Cross Country Team and Men's and Women's Track and Field/Cross Country Program and perform such other duties in the intercollegiate athletic program of the University as may be assigned during the term of this Agreement and any extensions hereof.

2.0 COMPENSATION AND OTHER EMPLOYMENT INCENTIVES

2.1 In consideration for services and satisfactory performance of the conditions of this Agreement by Coach, University promises to provide Coach an annual salary of \$81,000.00, effective July 1, 2016. The University's performance and obligation to pay under the Agreement is contingent upon the availability of funding and funds budgeted

and approved annually by the FAMU Board of Trustees for its purposes. It is agreed that the compensation so paid shall be subject to the same payroll deductions/withholdings that apply to University's employees and as required by applicable state and federal laws and University rules, regulations and policies.

2.2 Standard University Fringe Benefits. Coach shall be entitled to standard University benefits provided to other regular, full-time employees of the University in Administrative and Professional Services classification, including group insurance, vacation with pay, retirement programs, etc. and shall be eligible to participate in voluntary payroll deduction programs on the same basis and with the same employer contributions that apply to the University's Administrative and Professional Services employees. The University shall not be responsible for any other compensation or monetary benefit to the Coach of any kind unless it is specifically set forth herein.

2.3 Merit or Cost of Living Increases. During the term of this Agreement, the Coach shall be eligible for merit and/or cost of living increases as the University may provide to Administrative and Professional Services employees of the University. Such merit increases shall be based on the Coach's job duties and responsibilities, as distinguished from her win-loss record, and based upon the same process as is used for other Administrative and Professional Services employees and shall take into account prior evaluations and the expectations and goals as established with the Athletics Director.

2.4 Performance Incentives (if earned). While Employee is serving as Head Coach, the University will provide or arrange for the following performance incentives (athletic and academic) and no others. Subject to the availability of funds, performance bonuses may be awarded annually, if earned, per the departmental Bonus Policy. The cumulative amount of annual bonus and incentives earned may not exceed one (1) month salary of Coach. Said incentives shall be paid within thirty (30) days after attainment of the goal or official announcement of the honor. Specifically, Men's and Women's Track and Field/Cross Country Head Coach Performance Bonuses are as follows:

2.4.1 Academic- From and after July 1, 2016, and each year thereafter, for each year that Men's and Women's Track and Field/Cross Country achieves (i) a graduation rate that equals or exceeds 85% based on the NCAA Graduation Success Rate (GSR) or a succeeding model, and (ii) the team's Academic Progress Rate (APR) as calculated by the NCAA is above the NCAA defined cut score, the University shall pay to Coach Five Thousand Dollars (\$5,000).

2.4.2 Athletic Performance Bonuses – Athletic Conference and NCAA

- (i) Athletic Conference Championship (as the Athletic Conference defines the Conference Champion) = One (1) month's base salary for the conference championship
- (ii) Athletic Conference Coach of the Year = One (1) month's salary for each honor awarded
- (iii) Athletic Performance Bonuses - NCAA National Coach of the Year by the American Men's and Women's Track and Field/Cross Country Coaches Association = (1) month's salary for each honor awarded.

2.5 Other Miscellaneous Compensation and Benefits. In addition to the annual and incentivized compensation and benefits as provided above, Coach shall be provided with the following miscellaneous compensation and benefits associated with her position as Head Men's' and Women's Track and Field/Cross Country Coach of the University's

Program.

2.5.1 Coach shall have eight (8) complimentary tickets provided to her by the University, at no charge, for all University sporting events.

2.5.2 Coach, subject to state law, NCAA, and University rules, regulations, policies, and procedures, may conduct and run summer youth Men's and Women's Track and Field/Cross Country camps beginning in the summer of 2016. Coach shall have the opportunity to use University facilities in the conduct of these camps in accordance with University regulations, policies, and procedures applicable to facility use and summer camps. The University does not guarantee or provide any supplemental compensation for the operation of on-campus summer camps. Coach shall be entitled to 100% of the proceeds, less expenses, generated as a result of the summer camps. These proceeds can be used at Coach's discretion and as income to Coach or for assistant coaches' compensation.

2.6 Outside Income. While Coach is employed as Head Men's and Women's Track and Field/Cross Country Coach at the University, she shall have the opportunity to pursue and engage in outside commercial endorsement activities and personal appearances that Coach secures on her own initiative including, but not limited to, radio shows, television appearances, personal appearances representing the University Program, apparel and footwear. These outside activities and appearances shall not conflict with any of the duties or activities referenced in this Agreement, nor shall they conflict with University rules, regulations, policies, and procedures, the NCAA, or the member Athletic Conference ("Conference"). Further, Coach shall obtain prior written consent from the Athletic Director before pursuing any outside activity.

2.6.1 Media. Coach shall maximize radio and television coverage favorable to the University, but shall receive remuneration for such appearances, for any endorsements, or public presentations only upon securing prior written consent as noted in Section 6.0 hereof. Coach shall promote the Program in a positive manner and will also create goodwill with the outside sponsors of these appearances. The Parties agree that the University shall own all rights in and to the master game tapes and highlight tapes produced in connection with these appearances.

2.6.2 Speeches/Appearances. Coach shall be entitled to deliver, make and grant speeches, appearances, and media interviews as well as write and release books and magazines and newspaper articles or columns and to retain any and all income derived therefrom. However, any and all speeches given pursuant to this subsection must be given by Coach in her individual capacity, and not in her official capacity as a University employee. It is also expressly understood and agreed that this subsection does not pertain to any speech or appearance at a University-sponsored function. Any and all activities performed hereunder shall be subject to and carried out in accordance with Florida Board of Governors and FAMU intellectual property regulations, policies, and procedures.

3.0 TERM

3.1 THIS AGREEMENT IS SUBJECT TO REGULATION 10.106 OF THE FLORIDA A&M UNIVERSITY BOARD OF TRUSTEES AND FLORIDA STATUTE 215.425(4)(a)1.

3.2 This appointment shall commence on July 1, 2016 and continue each year until the later of June 30, 2019, or the first day following any post-season event that the University's Women's Track and Field/Cross Country Team participates in following the 2019 regular Men's and Women's Track and Field/Cross Country season, and is subject to the U.S. and Florida Constitutions and laws as constitutionally permissible, the rules, regulations, policies and procedures of the Florida Board of Governors and the University as now or hereafter promulgated and the conditions stated herein. For the purposes of this Employment Agreement, the Total Term shall consist of three (3) Contract Years defined as follows: each Contract year during the Total Term hereof shall begin on July 1 and end on the following June 30. This appointment is subject to the approval of the FAMU Board of Trustees.

3.3 As of July 1, 2016, (i) this Employment Agreement shall supersede and replace any and all other prior or existing employment contracts or agreements, including amendments and/or addenda thereto, if any, between the University and the Coach and (ii) any and all such prior or existing employment contracts or agreements, including amendments and/or addenda thereto, if any, are null, void, and of no further force or effect.

3.4 Subject to terms and conditions contained herein, Coach agrees that she shall not negotiate for or enter into any other sports or athletics related employment prior to June 30, 2019. Should the Coach nevertheless breach this provision, it shall be deemed a breach of this Employment Agreement, and subject to immediate termination of this Employment Agreement, pursuant to which the University shall be under no further financial or other obligation whatsoever to Coach, except for such obligations which have accrued or vested pursuant to this Employment Agreement prior to the date of such termination. Furthermore, as a consequence of such breach, Coach shall within sixty (60) days of termination, pay University liquidated damages, as follows:

<u>Coach terminates on or before:</u>	<u>Amount of Liquidated Damages</u>
June 23, 2017	\$148,000.00
<u>Coach terminates on or after:</u>	
June 23, 2017	\$74,000.00

3.5 Coach recognizes her promise to work for the University for the entire term of this Agreement is of the essence of this Agreement to the University. Coach also recognizes that the University is making a valuable investment in her continued employment by entering into this Agreement and that its investment would be lost if she were to resign her employment with the University prior to the expiration of this Agreement. Thus, the Parties expressly agree that, it being impossible to ascertain or estimate the entire or exact cost, damage, or injury that University may sustain by reason of such breach, the foregoing sums are mutually agreed on as compensation for the injury suffered by the University, and not as a penalty. This provision shall survive the termination of this Agreement by Coach pursuant to subsection 4.2 below of this Agreement and shall remain in full force and effect until June 30, 2019 unless this Employment Agreement is sooner terminated pursuant to subsection 5.0 below of this Employment Agreement.

3.6 The Parties agree that: (1) should another employment opportunity be presented directly or indirectly to Coach and/or to any individual, firm, or entity acting on Coach's behalf or (2) should Coach be interested in other employment during the term of this Agreement, Coach shall notify the Director of Athletics or designee of such opportunity or

interest before any substantive discussions are held by Coach and/or any individual or entity acting on Coach's behalf with any potential employer. This provision is essential to this Employment Agreement and violation hereof may be considered cause for termination pursuant to subsection 5.0 below of this Employment Agreement.

3.7 This Agreement is renewable solely upon an offer from University and acceptance by Coach, both of which must be in writing and signed by the respective Parties. This employment in no way grants Coach a claim to tenure in employment, or any years of employment attributable to tenure within the University.

4.0 COACH'S DUTIES

4.1 In consideration of the annual salary and other benefits, Coach promises and agrees to be held directly accountable for the Sports Team's budget, scheduling, recruiting and training and other duties as follows; Coach shall:

4.1.1 Faithfully and conscientiously devote best efforts to perform the coaching duties stated herein and assigned by the Athletics Director and the President within the budget allocated;

4.1.2 Devote full-time attention and energy to the duties of Head Men's & Women's Track and Field/Cross Country Coach as required herein to the administration, management and promotion of the University's Sports Team and Program and in such manner as to reflect positively on the image and reputation of the University and which is consistent with University rules, regulations, policies and procedures; NCAA by-laws, rules, regulations and interpretation; and MEAC by-laws, rules, regulations, and interpretations; and to avoid directly or indirectly any business, professional or personal activities or pursuits that would detract from or prevent Coach from devoting full-time to performance of the duties under this Agreement;

4.1.3 Coach shall not engage in any activity that would embarrass University or detract in any manner from the duties outlined herein including, but not limited to, criminal arrests, prosecutions, convictions and/or guilty or *nolo contendere* pleas to first degree misdemeanors or any felonies;

4.1.4 Know, recognize, comply with and monitor compliance by student-athletes and assistant coaches with the laws, rules, regulations, policies and procedures governing the University and its employees, the constitution, by-laws and rules of the NCAA and the MEAC, or any other conference or organization the University becomes a member of during the term of this Agreement, as now constituted or as they may be amended during the term hereof. Coach shall immediately advise the Vice President of Audit and Compliance and Athletics Director if Coach has reason to believe that a violation(s) has occurred or will occur and shall fully cooperate in any investigation of possible MEAC or NCAA violations conducted or authorized by the University, MEAC or NCAA.

4.1.5 In accordance with NCAA Bylaw 11.1.2.1, as now or hereafter amended, promote, supervise, and ensure that the assistant coaches and any other employees for which Coach is administratively (directly or indirectly) responsible, comply with the aforesaid policies, rules, and regulations; and to immediately notify the President, Athletics Director and Vice President of Audit and Compliance if Coach has reasonable cause to believe violations have occurred or will occur and

fully cooperate in any investigation of possible MEAC or NCAA violations conducted or authorized by the University, MEAC or NCAA.

4.1.6 Administer, manage and lead the Sports Team and Program in such a manner as to allow the University's Sports Team to effectively compete in the MEAC and the NCAA.

4.1.7 Develop programs and procedures, in conjunction with the Office of Academic Services, with respect to the education, evaluation, recruitment, training, and coaching of student-athletes to compete successfully in academics and athletics while assuring the welfare of student-athletes;

4.1.8 Adhere to and observe the academic standards, requirements and policies of the University, MEAC and NCAA in regard to the recruiting and eligibility requirements of prospective and current student-athletes for the Sports Team; and promote an environment in which admissions, financial aid and academic services for student-athletes and recruiting can be conducted consistent with the University's mission. Coach and members of the Men's and Women's Track and Field/Cross Country coaching staff, including assistant coaches, shall observe the University's academic standards, requirements and policies, at all times and shall not compromise or violate such at any time.

4.1.9 Encourage student-athletes to perform to their highest academic potential, which shall be evaluated by Academic Progress Rates, obtain the highest grades possible, and graduate timely, and work in cooperation with and support of the University's faculty, academic advisors and administrative officials to ensure that all student-athletes' academic requirements are met;

4.1.10 Maintain and cultivate effective relations with the MEAC, NCAA, University alumni, media, public, students, faculty, staff and friends of the University with respect to the University's Sports Team;

4.1.11 Ensure that all student-athletes recruited for the University's Program receive the utmost guidance from both Coach and her coaching staff regarding the importance of academic performance. This includes, but is not limited to, proper academic counseling by the University, which allows every opportunity for all student-athletes to meet the degree requirements necessary to graduate from the University;

4.1.12 Recruit, coach, and train student-athletes that have good moral character, talent, and academically able to compete at the collegiate level while demonstrating concern for their well-being. This includes ensuring that student-athletes are conducting themselves in an appropriate manner that will reflect positively on the University and the Program, both on and off the baseball field;

4.1.13 Discipline student-athletes for violations of Program rules, regulations, policies and/or procedures, or conduct detrimental to the Program; however, conduct of student-athletes in violation of the Student Code of Conduct (FAMU Regulation 2.012) shall be subject to discipline by the University;

4.1.14 Keep public statements complimentary to the Program and the University;

4.1.15 Perform all other duties customarily performed by Men's and Head Women's Track and Field/Cross Country Coaches of commensurate rank serving other MEAC and NCAA member institutions;

4.1.16 Schedule yearly intercollegiate games subject to the final approval of the Athletics Director and the President;

4.1.17 Provide evaluations of the intercollegiate Sports Team and assistant coaches to the Athletics Director within forty-five (45) days after the last game of the season; and

4.1.18 Perform all other duties as assigned by the Athletics Director or the President.

5.0 NON-REAPPOINTMENT, SEPARATION, TERMINATION, OTHER DISCIPLINE

5.1 THIS AGREEMENT IS SUBJECT TO REGULATION 10.106 OF THE FLORIDA A&M UNIVERSITY BOARD OF TRUSTEES AND FLORIDA STATUTE 215.425(4)(a)1.

5.2 Non-reappointment, separation or termination of this Agreement by University may occur pursuant to the terms of this Agreement and University regulations as now existing or hereafter promulgated.

5.3 The University shall also have the right to terminate this Agreement for cause at any time prior to its expiration, upon written notice to Coach, upon the following grounds any of which also constitute a breach of this Agreement:

5.3.1 Deliberate and serious violations of duties as set forth in this Agreement or the refusal or unwillingness to perform such duties.

5.3.2 A violation of any term or condition of this Agreement not remedied after thirty (30) days' written notice to Coach from the Athletics Director.

5.3.3 Engaging in conduct which is unlawful; conduct which constitutes moral turpitude as defined by state or federal statutes or as adjudicated by a court of competent jurisdiction or administrative tribunal; conduct in violation of any federal or state law, rule, regulation, policy or procedure; conduct in violation of any rule, regulation, policy or procedure of the MEAC, NCAA, University or Florida Board of Governors including any such violation may have occurred prior to Coach's employment with the University; or conduct seriously prejudicial to the best interests of the University, the Athletic Department or its Sports Team.

5.3.4 Failure by Coach to timely report to the University's President or Athletic Director any violation of NCAA or MEAC rules by any student-athlete, athletics staff member, or other representative of the University's athletics interests about which Coach knows or should have known.

5.3.5 Failure to supervise the assistant coaches and Men's and Women's Track and Field/Cross Country's other coaching staff in a manner to prevent the NCAA or MEAC violations.

5.3.6 Significant or repetitive violations or major violations of any by-law, rule, regulation, policy or procedure of the MEAC or NCAA, which may adversely affect the University's Sports Team or Athletic Department or could result in the University being placed on probation or punished in any manner by the MEAC or NCAA.

5.3.7 Prolonged absence, i.e. at least three (3) consecutive days, from the University without consent of the Athletics Director or the President.

5.4 In the event of any such termination for cause, the Coach's salary and other benefits, as set forth above, shall terminate as provided in such written notice, and the University thereafter shall not be liable to Coach for any damages, unless Coach is otherwise entitled thereto under applicable state or federal law.

5.5 Notwithstanding any other provision of this Agreement, the Agreement shall terminate automatically if:

5.5.1 Coach dies;

5.5.2 Coach becomes totally or permanently disabled; or

5.5.3 The Parties mutually agree in writing.

5.6 If Coach is found in violation of MEAC or NCAA regulations, while employed by the University or during prior employment at another NCAA member Institution, the Coach shall be subject to disciplinary or corrective action by the University as set forth in the provisions of the NCAA enforcement procedures. In addition, Coach may be suspended for a period of time, without pay, or the Coach's employment may be terminated if the Coach is found to have been involved in significant or repetitive violations of the NCAA, MEAC or University rules, procedures or regulations.

5.7 This Employment Contract is 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, as now existing or hereafter promulgated.

6.0 OUTSIDE EMPLOYMENT

6.1 Except as set forth in section 2.0 above, Coach agrees not to personally or through any agent actively seek, negotiate for or accept other full-time or part-time employment of any nature during the term of this Agreement without first having obtained written consent from the Athletics Director and the President as set forth in FAMU Regulation 10.122. If such employment is approved, Coach hereby agrees:

6.1.1 Such outside activities shall not interfere with the full and complete performance by the Coach of the duties and responsibilities as provided herein.

6.1.2 Not to accept or receive directly or indirectly any monies, benefit or any other gratuity from any person, corporation, FAMU Boosters or Alumni Association or benefactor, if such action would violate MEAC, NCAA or University rules, procedures or regulations.

6.1.3 To report to the Athletics Director and President in writing annually or more frequently, if requested by the University all athletically related income and/or benefits Coach receives from sources outside the University during the term of this Agreement. The University shall have reasonable access to all records of the Coach necessary to verify such reports and the Coach's compliance with this provision.

6.1.4 Such activities are independent of the Coach's employment with the University and the University shall have no responsibility or liability for any claims arising therefrom.

The University shall have reasonable access to all records of the Coach necessary to verify such reports and the Coach's compliance with this provision.

7.0 SUPPORT STAFF

Coach will have the ability to recommend the hiring and dismissal of assistant coaches or other women's track and field/cross country support staff subject to the approval of the Athletics Director and the President. Employment and discharge of such assistants shall be effected under relevant Florida Board of Governors and University rules, regulations, policies and procedures.

8.0 UNIVERSITY PROPERTY

All materials or articles of information, including, without limitation, personnel records, student records, Coach's records, statistics or any other material or data in any form or medium furnished to Coach by the University, or developed by Coach on behalf of the University, or at the University's or Coach's direction or supervision, are and shall remain the sole, proprietary and confidential property of the University.

9.0 NO WAIVER OF DEFAULT

No waiver by the Parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.

10.0 SEVERABILITY

If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

11.0 IMPOSSIBILITY

University may cancel this Agreement at any time upon thirty (30) days' notice without further financial or other obligation due to a determination by the Florida Board of Governors or the University to eliminate the Sports Team Program for lack of funds, or a decision to discontinue the Program made in accordance with applicable rules, regulations, policies and procedures.

12.0 ASSIGNMENT

This is an Agreement for the performance of personal services. It is personal to the Coach and the University and may not be assigned to any other person or entity without the express written consent of all Parties.

13.0 ACKNOWLEDGEMENT

Coach has fully read and understands the foregoing provisions of this Agreement and agrees that such provisions are reasonable and enforceable and further agrees to abide by this Agreement and terms and conditions set forth herein.

14.0 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising out of or in connection with this Agreement shall be in Leon County, Florida.

15.0 ENTIRE AGREEMENT; MODIFICATION

This Agreement contains all the terms between the Parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the Parties. Neither party is relying upon representations not contained in this Agreement. This Agreement supersedes any other written or oral representations, statements, negotiations, or agreements to the contrary. This Agreement cannot be changed, modified or amended in any respect except by a written instrument signed by the respective Parties.

IN WITNESS WHEREOF, Coach and the authorized representatives of University have executed this Agreement as fully executed below.

FLORIDA A&M UNIVERSITY

COACH

Elmira Mangum
President

Dr. Darlene Moore
Head Coach, Men's and Women's Track and Field/
Cross Country

Date

Date

Milton Overton
Director of Intercollegiate Athletics

Date

Approved as to Form and Legality.

FAMU, Office of the General Counsel Date