

**FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY
BOARD OF TRUSTEES**

PRESIDENT'S EMPLOYMENT AGREEMENT

The **Florida Agricultural and Mechanical University Board of Trustees** (the "Board" or the "Board of Trustees"), a public body corporate of the State of Florida, on behalf of Florida Agricultural and Mechanical University ("University"), and Marva Johnson, an individual ("President" or "Johnson"), hereby enter into this President's Employment Agreement (the "Agreement"). The Board and President may be referred to individually as a "Party" or collectively as the "Parties."

Recitals

WHEREAS, the Board has the authority to select a President of the University pursuant to Regulation 1.001(5)(d) and 1.002 of the Board of Governors of the State University System of Florida ("Board of Governors"); and

WHEREAS, on December 5, 2024, the Board, pursuant to the Board of Governors Regulation 1.002, established a Presidential Search Committee; and

WHEREAS, the Presidential Search Committee, whose members included, but was not limited to, a member of the Board of Governors, Board of Trustees, as well as faculty and student members, sent four (4) finalist candidates to the Board for consideration; and

WHEREAS, on May 16, 2025, the Board authorized Trustee Nicole Washington to negotiate a presidential employment contract subject to approval by the Board and Board of Governors; and

WHEREAS, on May 16, 2025, the Board selected Marva Johnson to become the next President of the University; and

WHEREAS, Marva Johnson is willing to serve as President of the University subject to the Board of Governors confirmation of the Board's appointment of Marva Johnson as President; and

WHEREAS, the Parties acknowledge that the University will perform some of its obligations through the Florida Agricultural and Mechanical University Foundation, Inc. ("Foundation"), a Florida 501(c)(3) Direct Support Organization of the University; and

WHEREAS, the Parties desire to memorialize the terms and conditions of employment as President of the University in this Agreement.

NOW, THEREFORE, in consideration of mutual promises, covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals

- 1.1. The foregoing recitals are true and correct and incorporated by reference into this Agreement.

2. Powers and Duties of President While Serving as President

- 2.1. The President reports to the Board and is the Chief Executive Officer of the University, subject to the supervision of the Board, the laws of the State of Florida, and the rules, regulations, and policies of the Board, the University, and the Board of Governors. During the Presidential Appointment Term (as defined in Section 4.1 below), the President has the powers and duties reserved to the position of president of the University by the Florida Statutes, Board of Governors regulations, and the University regulations and other actions of the Board (collectively "Duties"), as they presently exist or may hereafter be amended. The President and the Board acknowledge and agree that the Duties hereunder are and shall be consistent with those customary for the position of a university president, including those enumerated in University Regulation 1.021, the Board of Trustees' Operations Procedures, as well as any such additional duties commensurate with such position as may be specified from time-to-time by the Board. The President has the full power and authority to direct the operation and management of the University, subject to the direction, control, and instructions of the Board.

3. Best Efforts While Serving as President

- 3.1. During the Presidential Appointment Term, the President will diligently devote her full professional time, ability, and attention to the day-to-day operations of the University, including without limitation, all administrative, executive, and academic functions. Such duties shall be rendered at the campus(es) of the University and such other place(s) as the Board or President deem appropriate for the interests, needs, business or opportunities of the University.
- 3.2. Subject to the provisions in subsections 3.3 and 3.4, during the Presidential Appointment Term, the President's expenditure of reasonable amounts of time for personal or outside business, as well as non-University related charitable and professional development activities, shall not be deemed a breach of this Agreement, provided such activities do not interfere with the services required to be rendered to the University under the provisions of this Agreement, Chapter 112 of the Florida Statutes: Code of Ethics for Public Officers and Employees, and applicable regulations or policies of the Board of Trustees or the University.
- 3.3. The President shall not knowingly engage in any activity that may be competitive with or adverse to the best interests of the Board of Trustees or the University, or that individually or collectively create a conflict of commitment with her obligations under the Agreement.

- 3.4. During the Presidential Appointment Term, the President shall seek approval from the Chair of the Board of Trustees ("Chair") prior to agreeing to serve on any boards of directors or engaging in outside employment, business or professional activities subject to the provisions of University regulation or policy, including University Regulation 10.122. Any and all income or other compensation earned by the President in connection with approved non-University outside activities shall be paid to and retained by her, and such income or other compensation shall have no effect on the amount of salary, compensation, or benefits she is otherwise entitled to receive under this Agreement.
- 3.5. During the Presidential Appointment Term, the President shall perform the duties of president for all existing and future campuses of the University, and for and at such other place or places as the Board deems appropriate for the interests, needs, business, or goals of the University.

4. Presidential Appointment Term; Evaluation; Renewal

- 4.1. Presidential Appointment Term. The appointment as President ("Presidential Appointment Term" or "Term") shall be for a term of five (5) years, commencing on August 1, 2025. This appointment and the Agreement are renewable by mutual written consent of the Parties. This appointment and this Agreement are subject to termination as provided for in this Agreement, and applicable laws of the State of Florida, and the regulations and policies of the Board, the University, and the Board of Governors.
- 4.2. Goals and Objectives While Serving as President. No later than November 3, 2025, and before July 1 of each year thereafter, the President will provide the Chair with a list of proposed goals and objectives for the upcoming fiscal year. The proposed goals and objectives shall be related to, and in furtherance of, the University's strategic plan goals, work plan and accountability report, and the Board of Governors' strategic plan and performance funding model, and other priorities as established by the Board or the Board of Governors. The goals and objectives are to be presented to the Board for discussion and approval. The Board and the President may agree to revise the goals and objectives as necessary during the fiscal year.
- 4.3. Annual Evaluation While Serving as President. While the President is employed as president of the University, the President shall initiate the evaluation process for the prior fiscal year ending June 30th of such year by preparing a self-appraisal of her performance for submission to the Chair and evaluation by the Board, its designee, or both, in accordance with directives, policies and procedures established by the Board as the Board may deem appropriate. The President will furnish any additional information reasonably requested by the Chair to aid the Board in its annual performance review of the President. Pursuant to Board of Governors Regulations, the Chair will solicit input from the Chair of the Board of Governors during the evaluation process. The Board will complete the annual evaluation and make any compensation award under Section 6.3 of this Agreement.

5. Salary

- 5.1. Base Salary. As compensation for all services rendered by the President as president pursuant to this Agreement, the University will pay the President, an Executive Service employee, an annual base salary of Six Hundred and Fifty Thousand Dollars and No/100 (\$650,000.00) ("Base Salary"), of which a maximum of Two Hundred Thousand Dollars and No/100 (\$200,000.00) can be paid for with State public funds. The President shall be entitled to annual increases in the Base Salary each year of this Agreement in an amount of three percent (3%) over the previous year's Base Salary. The Base Salary shall be paid in accordance with the University's standard payroll practices, with appropriate deductions for taxes and benefits. The President shall be responsible for any income tax liability incurred as a result of this Agreement.

6. Other Compensation While Serving as President

- 6.1. Insurance, Annual and Sick Leave. While serving as president during the Presidential Appointment Term, the President shall receive leave and other usual and customary benefits equal to those provided to the University Executive Service employees, except as provided in this Agreement.
- 6.2. Relocation Reimbursement. The President shall be eligible to receive a one-time reimbursement of up to Twenty-Five Thousand Dollars and No/100 (\$25,000) for moving and relocation expenses incurred by the President and her family in connection with moving and storage of personal property, and other associated expenses for moving from her current home to the University's President House on a rent free basis.
- 6.3. Performance Compensation Bonus. While serving as president, the President shall be eligible for performance compensation during the 2026-2027 fiscal year, and each continuing year thereafter. The President shall be eligible for performance compensation in accordance with Chapter 10 of the University's regulations as follows:
1. The award of performance compensation shall be based on the Board's assessment, in its sole and absolute discretion, of the President's performance as President during the fiscal year under review. In making its determination, the Board shall consider the President's achievement of the annual goals and objectives set pursuant to Section 4.2 of this Agreement, the evaluation results pursuant to Section 4.3 of this Agreement, and/or other criteria set by the Board prior to the start of the evaluation period and provided to the President in writing.
 2. The President shall be eligible for annual performance compensation of Eighty-Six Thousand Dollars and No/100 (\$86,000.00), if the President receives an overall evaluation of "Exceptional" or "Outstanding" from the Board in her annual evaluation.
 3. The President shall receive such award if she remains as President through the end of a fiscal year for which performance is determined even though the award is determined later.
 4. Any performance compensation awarded shall be paid to the President within ninety (90) days of the date on which it is awarded.

7. Accrued Retention Payment

- 7.1. If the President has continued uninterrupted service of her duties set out herein as President through August 1, 2028, she shall be eligible for an annually accruing retention payment in the amount of One Hundred and Fifty Thousand Dollars and No/100 (\$150,000.00) ("First Accrued Retention Payment"). Such accrued retention payment shall be vested and payable to the President on August 2, 2028, and paid within ninety (90) days. Except in the event of the President's death or disability, no portion of the First Accrued Retention Payment shall be owed or payable to her if she is no longer President through August 1, 2028.
- 7.2. If the President has continued uninterrupted service of her duties set out herein as President through August 1, 2030, she shall be eligible for an annually accruing retention payment in the amount of One Hundred and Fifty Thousand Dollars and No/100 (\$150,000.00) ("Second Accrued Retention Payment"). Such accrued retention payment shall be vested and payable to the President on August 2, 2030, and paid within ninety (90) days. Except in the event of the President's death or disability, no portion of the Second Accrued Retention Payment shall be owed or payable to her if she is no longer President through August 1, 2030.
- 7.3. In the event that the President's employment is terminated prior to August 1, 2028, due to death or disability, all accruals towards the First Accrued Retention Payment shall cease immediately on the effective date of such termination and a pro rata share of the already accrued First Accrued Retention Payment which corresponds to her length of service as President shall be deemed vested and be payable to the President (or in the case of her death, her designated beneficiary or estate). The portion payable in any such instance during the first 36 months of the Term shall be calculated by multiplying the total amount that would have accrued in the First Accrued Retention Payment over the first 36 months times a fraction in which the numerator is the number of partial or full months of service completed by her as President and the denominator is 36. During the last 24 months of the Term the portion payable shall be calculated by multiplying the total amount that would have accrued in the Second Accrued Retention Payment over the last 24 months of service completed by the President times a fraction in which the numerator is the number of partial or full months of service completed by her as President and the denominator is 24.

8. Annual Appropriation and Source of Funding

- 8.1. The performance of the University of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the legislature for the current and future periods.
- 8.2. While serving as President during the Term of this Agreement and contingent upon the availability of funds, the Board shall not be responsible for, but authorizes this compensation arrangement and shall use its best efforts to cause the Foundation to contribute to the University the portions of all payments provided for in this Agreement that exceed the limits set forth in Florida Statutes Section 1012.975.

9. Other Benefits

- 9.1. The President is eligible for all applicable State of Florida and University benefits and perquisite programs as authorized by the legislature, the Board or other authorized governing bodies. The Board further agrees that while serving as president, the President is entitled, at all times, to the state sponsored life insurance benefits applicable to Executive Service personnel.
- 9.2. Business/Travel Expenses. During the Presidential Appointment Term and while serving as President, the University or Foundation will cover the cost of the President's reasonable business expenses, including but not limited to the President's mobile phone (including monthly plan fees), professional dues, meetings, business travel, and entertainment. In addition, when the President's spouse travels with her on University-related business while she is serving as President, the Foundation shall cover the cost of his reasonable travel expenses for travel serving a bona fide business purpose. Funding for spouse travel is only authorized in conjunction with the President's travel outside of the University service area.
- 9.3. Security. During the Presidential Appointment Term and while performing her duties as President, the University will cover the cost of providing the President with appropriate security.

10. Housing

- 10.1. The President will reside in the University's President House for the duration of her employment as President, at the University's expense to enable her to efficiently carry out her duties, including its use for various official University functions. Prior to the President taking permanent occupancy of the house, both the President and the Board, or the Board's designee, shall evaluate the conditions of the house and identify the costs and benefits of renovations or repairs. The University will be responsible for the costs of all renovations, repairs, and maintenance including groundskeeping, general maintenance, housekeeping, and all utilities including telephone, cable, internet, electric, gas, and water. An inventory of University property left in the President's residence will be conducted and the President is responsible for any missing or damaged property upon vacating the premises. The President agrees to accept any tax-related determination made by the University, including responsibility for any tax related obligations connected thereto, concerning the tax treatment of this benefit.
- 10.2. For the convenience of the University, the President's residence shall be reasonably available and shall be used for University related business and entertainment on a regular and continuing basis. The University and the President shall coordinate hosting of said events at the President's residence. All costs associated with such events shall be paid by the University or the Foundation, as appropriate. The President and her family shall vacate the President's residence no later than thirty (30) days following the effective date of termination or expiration of this Agreement (including all renewals and extensions).

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

11. Automobile

- 11.1 During the Presidential Appointment Term and while serving as president, the University or the Foundation will provide a flat monthly automobile allowance in the amount of Twelve Hundred Dollars and No/100 (\$1200.00). The allowance will cover all automobile related expenses including, but not limited to gas, maintenance, and repairs.

12. Professional Dues, Meeting, and Entertainment

- 12.1. During the Presidential Appointment Term and while serving as president, the Board will authorize and provide for the President's reasonable expenses related to joining and participating in University related social, professional, or service organizations and activities, or no more than two (2) private clubs located in Tallahassee, Florida. The Board may fulfill this obligation through the use of available Foundation funds.

13. Expense Receipts and Documentation

- 13.1. The President agrees to maintain and furnish to the University Comptroller an accounting of reimbursable expenses and membership dues and fees provided for in this Agreement in reasonable detail and consistent with University policies, standards, and procedures and applicable State law on no less than a monthly basis, or as requested. Following the President's submission of an accounting, the University shall promptly reimburse the President for such expenses, membership dues and fees in accordance with University policies, standards and procedures and applicable State law.

14. Termination of the Contract for Cause

- 14.1. Notwithstanding anything in this Agreement to the contrary, the parties agree that, upon a vote of two thirds (2/3) of the Board of Trustees, the Board may terminate this Agreement at any time for "just cause" pursuant to the University's regulations and policies, and further hereinafter defined.
- 14.2. "Just cause" shall be deemed to include, but shall not be limited to:
1. a deliberate or material violation by the President of the Duties or her refusal or unwillingness to perform the Duties in good faith, during the Presidential Appointment Term, or to the best of her abilities if, within thirty (30) days following the President's receipt of the written notice of what the Board considers to be the violation, the President fails to cure the same;
 2. materially harmful neglect of essential responsibilities of the President's Duties;
 3. material dishonesty or serious misconduct that adversely affects the University, including but not limited to, the conviction of any felony or of a misdemeanor involving moral turpitude; or

4. a material, significant, or repetitive breach of this Agreement.
- 14.3. In the event of termination for "just cause" by the Board, the President's employment with the University shall cease. The Board's obligations under this Agreement in such event shall be limited to:
 1. the prorated payment of her salary through the date of termination;
 2. the payment of any performance compensation or supplemental retirement benefit that is awarded and/or due, though unpaid as of the date of termination;
 3. the payment of accrued and unused leave through the date of termination in accordance with University regulations and policies; and
 4. the payment of any unpaid reimbursable business, travel, or relocation expenses incurred prior to the date of termination and documented by her in accordance with University procedures.
- 14.4. The President shall not be entitled to any further employment, compensation, or benefits from the University in any capacity except for benefits required to be continued by law.

15. Termination Without Cause

- 15.1. Notwithstanding anything in this Agreement to the contrary, the Parties agree that upon a vote of two thirds (2/3) of the Board, the Board may terminate this Agreement at any time prior to the expiration of the Presidential Appointment Term without cause, provided that the President is given thirty (30) days prior written notice of this issue coming before the Board. Upon receiving notice from the Board, the President may waive any portion or the entire notice period at her discretion and terminate earlier.
- 15.2. Upon termination of this Agreement by the Board other than for cause, the President shall be entitled to 20 weeks' severance or the maximum permitted under Florida law at the time to be paid at her annual Base Salary in effect at the time of termination together with benefits during such period.
- 15.3. The President may terminate the Agreement at any time prior to its term expiration without cause, provided that the President gives ninety (90) days prior written notice to the Board. Upon receiving notice from the President, the Chair may waive any portion or the entire notice period at the Chair's discretion and terminate earlier.

16. Termination due to Resignation, Death, or Disability

- 16.1. Notwithstanding anything in this Agreement to the contrary, this Agreement shall terminate upon the President's resignation from employment at the University, death, or "permanent disability" (as hereinafter defined). Such termination shall be deemed to have occurred for "just cause" and the President's employment with the University shall cease, and she shall not be entitled to any further employment, compensation, or benefits from the University in any capacity except for

compensation as provided in Section 13.3 (of this agreement) and for benefits required to be continued by law. For purposes of this Agreement, "permanent disability" shall be defined as the President's inability to perform the applicable job duties for a minimum of six (6) continuous months.

- 16.2. In the event of the President's death during the term of this Agreement, her spouse or, if none, her estate, shall receive all accrued benefits as of the date of her death to the extent permitted by law.

17. Faculty Appointment

- 17.1. Upon the end of her service as President for any reason other than death, disability, or termination for cause, the President will be appointed as an University faculty member at the College of Law at the same Base Salary of the highest paid College of Law faculty member. All other specific arrangements for her initial post-presidency assignment are subject to approval by the Chair. Approval by the Chair shall not be unreasonably withheld, taking into account the best interests of the University. Except as otherwise stated in this Section, during her active service as a member of the University faculty, the President's employment shall be governed by applicable University regulations and policies that apply to all employees and those that apply to faculty members, and not by this Agreement. The President shall state in her resignation notice whether she intends to assume active faculty duties following resignation.

18. NCAA Provisions

- 18.1. Without limitation of the other obligations specified in this Agreement and applicable University rules, regulations, policies and procedures, the President (1) agrees to cooperate fully (within the meaning of NCAA Bylaws) in the NCAA infractions process, including the investigation and adjudication of potential infractions of any NCAA requirement, and (2) acknowledges that any individual found to be in violation of any NCAA requirement may be subject to disciplinary or corrective action, including possible suspension without pay or termination of employment. The President agrees that she will not retaliate against a current or former University staff member or prospective or enrolled student-athlete who voluntarily reports information about potential violations to the University's Conference, the University and/or the NCAA.

19. Non-binding Mediation

- 19.1. The Board and the President agree that if any dispute arises concerning this Agreement, they will first attempt in good faith to resolve the dispute to their mutual satisfaction. If they are unable to do so, the Board and the President agree that they will submit the dispute to non-binding mediation in Tallahassee, Florida, in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association then in effect. The Board and the President will use their best efforts, to the extent permitted under Florida law, to keep any

disputes and any efforts to resolve disputes confidential, informing only their respective legal counsel and other persons determined in good faith to have a need to know. To the extent permitted under Florida law, they will use their best efforts to ensure that such persons do not further disclose any such information. The Board and the President agree that no mediator or arbitrator may have any material ongoing relationship with the University.

20. Notice

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

To the Board:

Chair
Florida Agricultural and Mechanical University Board of Trustees
1600 Lee Hall Drive, Suite 400
Tallahassee, Florida 32307

With a copy to:

General Counsel
Florida Agricultural and Mechanical University
1700 Lee Hall Drive, Suite 304
Tallahassee, Florida 32307

If to the President:

Marva Johnson
Florida Agricultural and Mechanical University
1810 South Adams Street
Tallahassee, Florida 32301

21. Modification

- 21.1. This Agreement constitutes the entire understanding of the parties and supersedes all prior or contemporaneous representations or Agreements, whether written or oral, between the parties. There are no other promises, understandings, obligations, inducements, or considerations between the parties or owed by either party to the other that are not set forth in this Agreement.
- 21.2. This Agreement cannot be changed or modified unless accomplished in writing and signed by the parties.

22. Severability

- 22.1. The terms of this Agreement are severable, meaning that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable to the extent possible.

23. Governing Law and Forum

- 23.1. This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida, excluding choice of law rules.
- 23.2. Notwithstanding any other terms and conditions of this Agreement, either party may bring an action for the sole and limited purpose of enforcing the terms and conditions of this Agreement in any court of competent jurisdiction. Venue shall be in Leon County, Florida.

24. Understanding of the Agreement

- 24.1. Both parties represent that they have thoroughly read this Agreement, that they understand it to be a binding contract, that they understand each provision, term, and condition of this Agreement as well as its legal effect, and that they have signed the Agreement voluntarily and of their own free will with the intention to comply with its terms. Both parties have participated in the preparation of this Agreement. Therefore, the Agreement shall not be construed against or in favor of either party based upon which party was responsible for the drafting of the Agreement.

25. Public Disclosure of the Agreement

- 25.1. Both Parties agree and acknowledge that this Agreement is subject to the Florida public records laws and may, therefore, be subject to disclosure by and in the manner provided by law.

26. Waiver

- 26.1. No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.

27. Assignment

- 27.1. This Agreement is not assignable, but shall be binding upon the heirs, administrators, personal representatives, successors, and assigns of both parties.

28. Execution and Counterparts

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

29. No Trust Fund

- 29.1. Nothing contained in this Agreement and no action taken pursuant to the provisions of this Agreement shall create or be construed to create a trust of any kind. To the extent that the President acquires a right to receive payments from the University, such rights shall be no greater than the right of any unsecured, general creditor of the University.

30. Taxes

- 30.1. The President understands that the services to be rendered by her under this Agreement will cause her to recognize taxable income, which is considered under the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder as compensation income subject to the withholding of income tax (any social security or other employment taxes). The President hereby consents to the withholding of such taxes as are required by law. All sums payable to the President under this Agreement will be reduced by all federal, state, and other withholdings and similar taxes and payments required by law.

31. Miscellaneous

- 31.1. The headings in this Agreement are for convenience only and shall not be used in construing or interpreting this Agreement. The terms "Board," "Board of Trustees" and "University," where applicable or appropriate, shall include or refer to any duly authorized board, committee, officer, or employee of said entity. Whenever the context requires, the masculine shall include the feminine and neuter, the singular shall include the plural, and conversely.
- 31.2. General Cooperation Covenant. Without limitation of the obligations specified in the Agreement and applicable University rules, regulations, policies and procedures, the President agrees to cooperate fully in any review or investigation involving University matters in which she may possess pertinent information. These obligations shall survive the expiration or earlier termination of this Agreement.

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THEREFORE, Marva Johnson, President, and Kristin Harper, Chair and authorized representative of the Florida Agricultural and Mechanical University Board of Trustees, have executed this Agreement on the dates appearing below.

Florida Agricultural and Mechanical University Board of Trustees

By: Kristin Harper

Date

President

By: Marva Johnson

Date

Approved as to Form and Legality:

Avery McKnight
Vice President and General Counsel
Florida Agricultural and Mechanical University