

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



**Budget & Finance Committee Meeting
Wednesday, September 14, 2016 @ 11:00 a.m.
Tallahassee, Florida**

Committee Members: Chairman Kelvin Lawson
Harold Mills, Nicole Washington, Gary McCoy, Craig Reed

Agenda items presented by Vice President Angela Poole unless otherwise noted

AGENDA

- I. Call to Order Chairman
- II. Roll Call
- III. Action Items
 - A. Approval of Minutes for June 9, 2016 and August 23, 2016
 - B. Multi-Year Agreements
- IV. Information Items
 - A. University Financial Update
 - B. Proposed Voluntary Separation Plan Update
 - C. Revisions to Legislative Budget Requests for Student Success and FAMU Online
 - D. Refunding of Existing Housing Bonds Indebtedness and New Financing for Palmetto North with DOE/HBCU Capital Financing Program
 - E. Proposed Amendments to Regulations for Payment of Fees (3.009) and Settlement of Accounts (3.019)
 - F. Contracts Over \$100K
- V. Adjournment

Item IIIA -

Approval of Minutes for June 9, 2016 and August 23, 2016

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



**Budget and Finance Committee Minutes
Trustee Kelvin Lawson, Chair**

**Thursday, June 9, 2016 @ 2 p.m.
Grand Ballroom
Tallahassee, Florida**

**SUMMARY MINUTES
(Action Items, questions by the Chair and President are in bold)**

Committee Members Present: Chairman Kelvin Lawson; Trustee McCoy; Trustee Mills; and Trustee Nicole Washington

Chairman Lawson called the meeting to order at 2:40 p.m. Mrs. Darlene Garcia called the roll. A quorum was established.

Information Items

University Financial Report

Special Note by Vice President Angela Poole: As of June 30, 2015 FAMU received a clean, unqualified Audit Report with no findings.

Action Items, questions and comments associated with this agenda item:

Financial Report	What is the CFI range and what is our goal? (Carter) 4-10; 5-6 is mid-range; 3+ is our goal.
	On the weighting scale, what are the driving factors for our low score? (Mills) Declining enrollment in such a short period and cuts in budget and state funding.
	Where are we going on the operating expenditures? (Mills) In addition to growing our revenue and right-sizing the institution, we need look at ways to slow spending; operating more efficiently, reducing waste, look at duplicate processes and programs that are not performing; personnel changes.
	This is a great lead-in into a later discussion this afternoon on where we would like to be in relation to size, performance-based funding, research funds, strategic planning, etc. We need to be more deliberate on what size we want to be and does the infrastructure match that size. We need to examine the programs we are offering; are we offering the right programs

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	<p>and are we offering too many programs. We need to look at our Master Plan when it comes to Performance Based Funding because there is a potential to receive more dollars. (Chair)</p>
	<p>Are we looking at staff? (Mills) Yes. As we go through the Strategic Planning process we will be looking at the desired footprint.</p>
	<p>Do we have any active initiatives around staffing? 60% of our expenses are staff expenses. (Mills) As we go through and look at our revenue, it is State Funding, Tuition, and other revenue. Tuition is 42% of our revenue. (Chair)</p>
	<p>How are we bringing down expenses? Do we any specific initiatives that we can look and have the data over time to track our results? (McCoy)</p>
	<p>This is a very good discussion. We just started with a budget planning process last year where we looked at our priorities and how we are spending our resources. The Provost is working with the Academic side of our community which she will describe in a minute to right-size our expenditures and investments. Part of the beginning of the process was to look at efficiency and effectiveness and to gather a group of people together to look at processes and make sure we were delivering services at the least amount of cost so we could drive down our expenses. These things to time for a variety of reasons, first being that we have several unions that we work with across the institution and 61% of our expense is in salaries. We have been looking at facilities as well so we do have a holistic approach. The viability ratios that we are looking at vary from institution to institution, the CFI may range between 2, 3, 4, and 5 as the diamond, but the goal is to have a balanced portfolio regardless of the ratio. We need a balance on all 4 sides which creates a picture of a diamond. There are some strategies that we are going through right now to right-size, but also to make sure we have the right programs and staffing to keep our accreditation. (President Mangum)</p>
	<p>Looking at the gap for 2016, how are we going to cover it? (Washington) We are waiting to see where tuition is going to be for this semester. We are working with Student Affairs on how to attract students. In regards to our graduate students, to date we have twice as many applications as last year. So we are hoping that we are going to come in larger than our conservative estimate. In terms of the number of faculty and staff, it is important to consider the mix. For some programs, having more instructors who teaching some of the larger classes and having more of those, that tend to be a little cheaper, can help with the mix and provide the level of instruction that we desire. This allows some of the cutting edge people that are available to teach the more foundational and important courses for the students and theorists who are able to teach according to</p>

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	their research.
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Financial Report (cont.)	All the deans, over the last two years, have been asked to carefully look at their budgets and to pull back to identify things that may no longer be important based on our Strategic Plan. Some of these savings have been reinvested in student success. (Provost)
	The enrollment decline caused the \$8.5-10 million gap. We received \$11 million in Performance Based Funding. The initial presentation showed using some of that money to close the gap. The data we saw before was very different from the Provost's explanation and now we can see how the #s were backed into. (Chair)
	ACTION ITEM FOR PROVOST – Provide committee with detail on what is being done to bring down expenses. (Chair) I can try to re-create it.
	I do not want the misconception that because we are receiving \$11 million in Performance-Based funding that this is going to cover the shortfall...this is not what we are doing. We are just saying that we will have a balanced budget at the end of the year. (President Mangum)
	Academia moves slowly. 2-3 ARC. (Provost)
	Can we get the enrollment numbers for the years after 2009? (Carter)
	Are we looking at vacant positions, hiring freeze, late hiring? (Dortch) Yes, these are options. (President)
	Declining enrollment has had a cumulative effect on budget. Looking forward are we budgeting for the future? (Washington) Yes, the Strategic Plan addresses this.
	Historically, budgets were on a head count basis; now Performance-based funding has taken over. State funded dollars declined when this changed. (Provost)
	Message needs to be clear to the Board. For FY 2016-17, what levers are we going to pull? (Chair)
	VP Poole, going forward be aware that we are going to want to understand what is coming in and going out and how are we managing what is going out? (Chair)

Athletics Update

Action Items, questions and comments associated with this agenda item:

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<i>Athletics</i>	How are we going to end this year? (Mills) \$1m short. Expenses remain the same.
	Is there a way to spend as we receive not on what we hope to receive? (Washington) Yes. We are in process of implementing this practice.
	Be mindful that today we are voting on this with a gap in funding, but we are working on a solution. (Chair)

Discussion Items

Transfer of DSO Building – 625 E. Tennessee Street

DOE Capital Financing – Conceptual Development for Palmetto North

Action Items

Approval of Minutes – February 10, 2016; March 4, 2016; and May 23, 2016 Summary Minutes

There were no revisions to the minutes. Trustee Washington moved to approve the minutes and the motion was seconded by Trustee Mills. The motion carried.

Approval of the FY 2016-17 Preliminary University Operating Budgets

Action Items, questions and comments associated with this agenda item:

<i>FY 2016-17 Operating Budget</i>	No questions.
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Trustee Mills moved to approve the approval of the FY 2016-17 University Operating Budgets and the motion was seconded by Trustee Washington. The motion carried.

Approval of Amendment to the FY 2015-16 Operating Budget – Student Services Center Renovations

Action Items, questions and comments associated with this agenda item:

<i>Amendment to FY 2015-16 Operating Budget-SSC Renovations</i>	What is the reason for the increase? Why has it doubled? Due to the amount of questions and lack of understanding on the issue, provide details at the Full Board meeting tomorrow. (Chair)
	Are there going to be consequences for delaying this project? (McCoy) Yes.

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This item was deferred to the Full Board Meeting on June 10, 2016 by Chairman Lawson.

Note: The amendment was passed at the Full Board Meeting on June 10, 2016.

Approval of the Five-Year Capital Improvement Plan Budget

Action Items, questions and comments associated with this agenda item:

5-Year CIP Budget	No questions.
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Trustee Mills moved to approve the approval of the Five-Year Capital Improvement Plan Budget and the motion was seconded by Trustee Washington. The motion carried.

Approval of Amendments to Regulation 3.017 – Schedule of Tuition & Fees

Action Items, questions and comments associated with this agenda item:

Schedule of Tuition & Fees	Was this an increase in fees and why? (Trustee Smith)
	It is not an increase. It is lowering the fee back to the original amount. The fee for repeat courses was increased for a set period of time.

Trustee Carter moved to approve the approval of the amendments to Regulation 3.017 –Schedule of Tuition and Fees and the motion was seconded by Trustee McCoy. The motion carried.

There was no further business. The meeting adjourned at 3.55 p.m.

Kelvin Lawson
Committee Chairman

Transcribed by:
Darlene W. Garcia

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**Budget and Finance Committee Minutes
Trustee Kelvin Lawson, Chair**

**Tuesday, August 23, 2016 @ 3 p.m.
Grand Ballroom
Tallahassee, Florida**

SUMMARY MINUTES

(Action Items, questions by the Chair and President are in bold)

Committee Members Present: Chairman Kelvin Lawson; Trustee McCoy (via phone); Trustee Mills; Trustee Reed and Trustee Nicole Washington

Chairman Lawson called the meeting to order at 3:02 p.m. Mrs. Darlene Garcia called the roll. A quorum was established.

Action Items

Approval of the FY 2016-2017 Final Operating Budget

Action Items, questions and comments associated with this agenda item:

<i>FY 2016-17 Final Operating Budget</i>	Were there any changes? (Mills) \$5 million more in budget for E&G and Auxiliaries.
	Are there additional uses for the money? (Mills) General Liability, Retirement, Insurance.
	Please spend a little more time going through the components of the budget. For instance, \$10 million deficit and how we are managing it. How are we disbursing Performance Based Funding? What is our best projection on cuts? Will we have to cut more? (Chair)
	We are preparing our projection on the 9,000 tuition number. We will have a tuition funding of approximately \$10.5 million. 38% of the \$10.5 million is operations (non-academic), the rest is Academic Affairs. We are working with the departments and should be able to cover \$10.5 million with various cuts and other streamlining efforts. (VP Poole)
	Share some of the things that are being done on the department side. (Chair to VP Poole) We are expecting recommendations for cuts in salaries and expenses. Institutionally we are looking at streamlining Procurement, Travel, Motor Pool, IT, etc. We are looking at hiring more students. (VP

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	Poole) Every 100 students that we are down, is an additional \$1 million dollars out of the budget. (Chair)
	Do we have a process for critical needs areas that shows us what cannot be cut? Is anyone looking strategically at the big picture/reconstruction/reorganization? (Washington)
	We started two years ago to align everything to the Strategic Plan. Each Vice President and Provost was given areas to protect. They are looking at our institutional goals. Each VP submits their needs every year and they have to align with the Strategic Plan. They have their goals and objectives which match back to the Plan. We are committed to Student Success. (President)
	We want to be best in class, but we know we cannot be best in everything. Are the cuts targeted at the programs we are not best in? (Mills) There are not that many things that you can do with the Academic Programs that quickly. It works differently than Administrative processes. We are having these discussions with the departments. We have a responsibility to the students that are enrolled in a program. There is a process when you close a program. On the reinvestment side, I am only allowing reinvestment in things that are important to our goals. We are at our enrollment goal at this time. We are in the drop/add period, but we are above 9,000 at this time. We had a conservative enrollment projection. The plan we have in place is one we can continue with. (Provost)
	We should continue to look at our strategic priorities in the cuts process and not across the board cuts. Keep in mind: 18-24 month challenge; are we making the right decisions for the next 3 semesters? (Chair)
	The Work Plan and Strategic Plan enrollment does not go below 9,000. This should be sufficient. This does not mean we do not reallocate within the Institution. (President)
	Can you provide more detail on transfers in as shown on the chart. (Reed) These are intra-department transfers between different auxiliary accounts and funds that we do every year, i.e. telephone transfers.
	I wanted to make sure that we take our time and everyone has time to get their questions answered. We vote on the budget today. (Chair)
	ACTION: When will we see the specifics on cuts? (McCoy) Departments have submitted their cuts and I would like to provide more detail at the September meeting. (VP Poole) Is anyone going to look at the cuts strategically across the board? (McCoy) Yes. We are coming up with guiding principles for these cuts. (VP Poole)

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Trustee Mills moved to approve the approval of the FY 2016-2017 Final Operating Budget and the motion was seconded by Trustee Reed. The motion carried.

Approval of the Athletics FY 2016-2017 Budget and Five-Year Plan

Chairman Lawson stated that this is a repeat item due to a complaint that was filed stating that the Sunshine Law had been violated when the item was discussed before. Therefore, the Committee reviewed the item again, just as it was reviewed previously, with no changes.

Action Items, questions and comments associated with this agenda item:

<i>Athletics FY 2016-2017 Budget</i>	Does this include the stop gap provision that was discussed before? (Washington) So what we have done is said that this is the maximum budget authority that can be spent. Only 75% can be spent. We are closely monitoring. We will discuss in more detail in September.
	The BOG said we had to payback...is that included in this amount? (Washington) Repayment is not included in this amount. (VP Poole) We have a \$7.5 million deficit approximately. We are working with the BOG on a multi-year repayment schedule. There will be a formal presentation in September. (Chair)
<i>Five-Year Plan</i>	Do we have an expense projection? (Washington) Did not prepare an expense projection. I am using the current year and it will grow from that point. The plan is to keep expenses stable. (VP Poole)
	When will we get the Boosters final dollar amount? (Smith) Question for Trustee Dortch. (VP Poole) Trustee Dortch and the Boosters have come to a final dollar amount, but I do not know that amount. Trustee Dortch will be asked to share that amount tomorrow. (Chair) Will that also be shared in the Budget Committee in September? (Smith) Yes, if there is an update. (VP Poole)
	Is the percentage growth for Revenues the same as the percentage growth for Expenses for that time period? (Trustee Carter) The plan is to keep expenses as stable as possible so if there is any surplus we can see the growing over the years as Revenue grows because there will be investments to make as we grow. (VP Poole)
	ACTION for VP Poole: Provide in September a schedule showing expenses vs. revenues with the change per year. Expenses will grow at 1-2% per year based on Cost of Living. (Chair)
	Will that include the improvements that we are planning? (Carter) That is one of the big assumptions that we are going to dive into in the Special Committee on Athletics. (VP Poole)

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	<p>AD Overton, please provide us with some detail on expense reduction and revenue generation initiatives that you are undertaking. (Chair) We have met 31 out of 51 recommendations of the Consultant. 1) staffing reorganized to focus on revenue generation and focus on fundraising; 2) financial aid; 3) ticket sales and game guarantees...we have 3 this year instead of 2; 4) combined track and field teams this year, this reduces travel and staff - Coach Moore is the Director of Track and Field and that reduces one position in staffing – savings of approximately \$100K; 5) anticipating combining the Men and Women’s Tennis Teams as well; 6) repaired a bus that was inoperable which saves in bus rental expenses – savings of approximately \$80K; 7) reduced our book expenses by switching to book rentals – 50% savings; 8) reduced some OPS positions by replacing with volunteers – by \$50K (AD Overton) We are working our trades and sponsorships; 9) Several teams are coming here instead of us traveling; 10) asking for game guarantees for Olympic sports; 10) Game guarantees for baseball now; 11) Non-operational video board, secured one from FSU and SGA paid to install.</p>
	<p>Did the reduction in OPS affect the amount of interns you have in the program? (Smith) No. We are increasing our internships.</p>
	<p>ACTION: In September, please add an Information Item showing the consultant recommendations that have been accomplished. (Moore through Chair)</p>
	<p>Does this 5-Year Plan in connection with the Strategic Plan take us to where we need to go? (Reed) Yes. The 5-Year Plan and the Strategic Plan are integrated in every way. (AD Overton) Where are the dollars for stadium improvements shown, i.e. field house, stadium? (Reed) This would be from external sources, i.e. private moneys and fundraising. We cannot use State funding. We need to discuss in September. (VP Poole) We have several campaigns to raise money, i.e. Annual Giving Campaign, Capital Campaign, Locker Campaign, etc. (AD Overton)</p>

Trustee Mills moved to approve the approval of the Athletics FY 2016-2017 Budget and the motion was seconded by Trustee Reed. The motion carried.

Trustee Mills moved to approve the approval of the Athletics Five-Year Plan and the motion was seconded by Trustee Washington. The motion carried.

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Approval of the FY 2017-2018 Legislative Budget Request (LBR)

Action Items, questions and comments associated with this agenda item:

FY 2017-2018 LBR	<i>Presentation by Vice President Tim Moore</i>
Student Success	Why are we requesting so many (71) positions when we are in the process of cutting? (Washington) 40 positions are in instructional support for budget support and they will be offset by existing dollars. (VP Moore) I am concerned about the allocation of the funds. Needs to focus more on technology in lieu of staff. (Washington) Agree that there are some technology advances that can be adopted in the long term. We are not there yet. In the short term the positions will help.
	Why would technology not be a smart move right now? (Moore) The infrastructure is not available to handle the additional technology. (VP Moore)
	Is there an LBR issue that we are planning to address the technology gap? (Moore) We need to sit down and address infrastructure. We do not have the infrastructure to support this system at this time. (VP Moore)
	Part of our job as Trustees is to champion some of these issues. I feel we will get a lot of push back on 71 positions. We need some actual detail on this issue. (Washington)
	Clarification on positions – our Academic Administrators are faculty administrators under the UFF contract. Using some of my resources to address some of the technology. I would recommend shifting some of the resources to address technology (maybe 10% off of each of these or reduce by 4 and 3). The reason for the positions request is so we can get our higher level students out the door. You cannot buy one of these systems without a substantial people investment. (Provost)
	I cannot see myself supporting this issue the way it is written without it being more geared toward technology. (Chair) I suggest we come back in September and pursue this issue with the changes we have discussed.
	We had to submit this pending Board approval back in June...we can tweak, but cannot make major changes. (Provost) We can work within the confines of what is here and amend. These issues are in front of the BOG now in draft. We need to make adjustments very quickly. (VP Moore)
	This definitely needs adjustment. (Chair)
	BOG is going to ask how much of our current resources have been put forth toward these efforts. (Carter) clarification - toward the technology problem. (VP Moore)
	This would be better received by the BOG if resources were not so strong on the position side. (Chair)

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	ACTION: Make changes that the Provost suggested. (Chair)
	Tweak language to show 10/10/rest to technology? (Provost)
FAMU On-line	We need to include in issue (framing the package) why this matters to us. We need to show what it means to get us through. (Washington)
	The SUS is mandating that a lot of undergraduate studies are going to be on-line. We are behind the curve. By 2020, 40% is going to be on line by mandate of SUS. (VP Moore)
	Today, our on-line # is very low. (Chair) I know this is a BOG requirement so what would we have to do at a minimum to meet the requirement? (Chair)
	I think if you put a degree on-line instead of a class on-line, this would be a better approach. (VP Moore)
	We would have to increase dramatically to reach the 40% SUS mandate. We have increased the # of courses that are on-line. It is important to note that we are one of the few universities that have never had a fee associated with on-line courses in the past. The Legislature has placed a cap on fees of \$30 and is talking about doing away with fees all together for on-line courses. We do not have the resources to invest and that is why we are seeking this opportunity to request the resources. (Provost)
Joint COE	No questions.
Brooksville Agricultural & Environmental Research Station	What if the Legislature says no? (Reed) We always submit our requests to the Legislature and if they fund us fine and if they don't we find the resources within our existing funds. (President) Other on positive note, the Legislature may fund it and even add funds. Also, other Departments that have interests in the Brooksville station, and there is a lot of interest, may decide to apply some of their funding to the site. (VP Moore)
Sustainability	Would this not be better combined with Brooksville? (Mills) Brooksville is a place and sustainability is a thought process. (VP Moore)
	We are looking for 3 positions? (Chair) Yes the idea is to get staff on board to write grants to try to get us some more money. (VP Moore)
Over-all LBR	To review, we need to come back on the Student Success and FAMU On-line issues to show the revisions that were suggested to enhance the technology element...correct? (VP Moore) Yes. I would like the motion to reflect those changes to those issues. (Chair)
	Why did we not see the LBR earlier? The LBR Guidelines came out in March. We should have seen these earlier so we could have had time to discuss. (Washington)
	Unfortunately, it should have gone to the Board in June, but do to the transition of responsibilities and my learning curve it did not happen. It

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	should go before the Board in June. We all have a mission for the next year to have the LBR vetted, approved and adopted. (VP Moore)
	So what you are saying is that next June we will see the LBR? It is frustrating and we need to be better. (Trustee Perry) I concur and Mr. Chair I also suggest that when the calendar is published that it has these deadlines detailed. (VP Moore)
	It seems we are constantly in a rush to review these areas - budget and LBR. We may need to set aside some additional time to review these areas. (McCoy) Mills agreed. Volunteered to help with the Budget Committee.
	It would be nice if we could have a budget workshop. (Carter) We need to LBR to the Budget Workshop. (Chair)

Trustee Mills moved to approve the approval of the FY 2017-18 Legislative Budget Request (LBR) with modifications forthcoming in September for the Student Success and FAMU On-line issues. The motion was seconded by Trustee Washington. The motion carried.

There was no further business. The meeting adjourned at 4:40 p.m.

Kelvin Lawson
Committee Chairman

Transcribed by:
Darlene W. Garcia

Item IIIB -
Approval of Multi-Year Contracts



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

**Budget & Finance Committee
Wednesday, September 14, 2016
Agenda Item: III.B.**

Item Origination and Authorization				
Policy _____	Award of Bid _____	Budget Amendment _____	Change Order _____	
Resolution _____	Contract _____	Grant _____	Other <u>X</u> _____	

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

Subject: Approval of Multi-Year Contracts

Rationale: To approve the following 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

Attachments: Multi-year Agreements for Baseball Coach, Jamey Shouppe; Softball Coach, Veronica Wiggins; and Men’s/Women’s Track & Field/Cross Country Coach, Dr. Darlene Moore

Recommendation: Approval of the Multi-year Agreements

Prepared by: Athletics Department

**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 Shouppe (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 ("Baseball 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 the Baseball Program 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 incentive 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 Baseball 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 recordings and highlight recordings 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.

3.5 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.

3.6 This Agreement is renewable solely upon an offer from University and acceptance by Coach, both of which must be in writing and signed by 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 Baseball Team and Program in such a manner as to allow the University's Baseball 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 In the event that the University terminates this Agreement without cause prior to the expiration of the term of this Agreement as set forth in Section 3.2, the University's liability shall not exceed that which is prescribed in Section 215.425, Florida Statutes.

6.0 OUTSIDE EMPLOYMENT

6.1 Except as set forth in section 2.6 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.

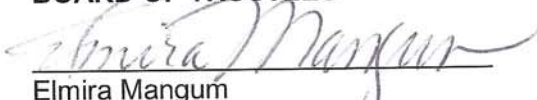
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15.0 ENTIRE AGREEMENT; MODIFICATION

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.

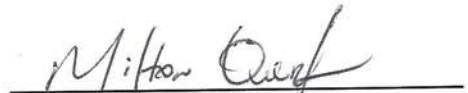
**FLORIDA A&M UNIVERSITY
BOARD OF TRUSTEES**



Elmira Mangum
President

9/7/2016

Date

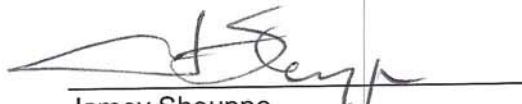


Milton Overton
Director of Intercollegiate Athletics

9-7-2016

Date

COACH:

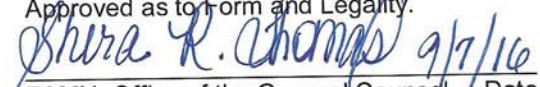


Jamey Shouppe
Head Baseball Coach

9/7/16

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 ("Softball 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 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 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. 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, Softball 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 the Softball Program 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 Softball Coaches Association = (1) month's salary for each honor awarded.

2.5 Other Miscellaneous Compensation and Benefits. In addition to the annual and incentive 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 Softball 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 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, 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 recordings and highlight recordings produced in connection with these appearances.

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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 Softball Team participates in following the 2019 regular softball 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.

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 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 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 Softball Team and Program in such a manner as to allow the University's Softball 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 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.

4.1.9 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 Head Softball 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 softball'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 In the event that the University terminates this Agreement without cause prior to the expiration of the term of this Agreement as set forth in Section 3.2, the University's liability shall not exceed that which is prescribed in Section 215.425, Florida Statutes.

6.0 OUTSIDE EMPLOYMENT

6.1 Except as set forth in section 2.6 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 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.

8.0 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.

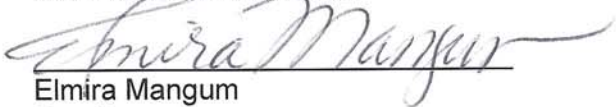
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15.0 ENTIRE AGREEMENT; MODIFICATION

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
BOARD OF TRUSTEES**



Elmira Mangum
President

9/7/2016

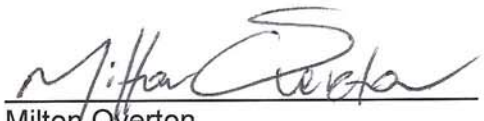
Date

COACH


Veronica Wiggins
Head Softball Coach

9-7-2016

Date

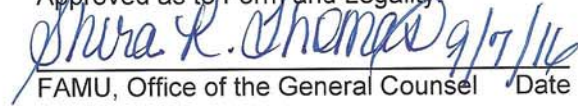


Milton Overton
Director of Intercollegiate Athletics

9-7-2016

Date

Approved as to Form and Legality


Shura R. Thomas 9/7/16

FAMU, Office of the General Counsel Date

**FLORIDA A&M UNIVERSITY
HEAD COACH
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 Track and Field/Cross Country team; and

WHEREAS, the Coach represents that she meets the University's qualifications for the position of head 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 as Head Track and Field/Cross Country Coach ("Track and Field/Cross Country Team") with the University's intercollegiate 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 Track and Field/Cross Country Team and 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, 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 the Track and Field/Cross Country Program 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 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 incentive compensation and benefits as provided above, Coach shall be provided with the following miscellaneous compensation and benefits associated with her position as Head Track and Field/Cross Country Coach of the University's Track and Field/Cross Country 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 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 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 event recordings and highlight recordings 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 Track and Field/Cross Country Team participates in following the 2019 regular 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.

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 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 Track and Field/Cross Country Team and Program in such a manner as to allow the University's Track and Field/Cross Country 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 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;

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

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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 of 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 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.

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5.5.1 Coach dies;

5.5.2 Coach becomes totally or permanently disabled; or

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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.

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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

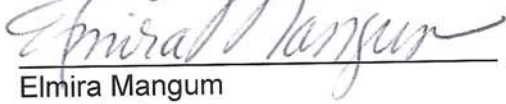
This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising out of or in connection with this Agreement shall be in Leon County, Florida.

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
BOARD OF TRUSTEES**




Elmira Mangum
President

9/7/2016
Date

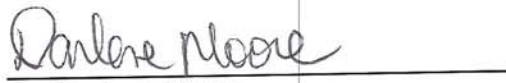

Milton Overton
Director of Intercollegiate Athletics

9-7-2016
Date

Approved as to Form and Legality


FAMU, Office of the General Counsel Date

COACH



Dr. Darlene Moore
Head Coach, Track and Field/
Cross Country

9/7/16
Date

Item IVB -
Proposed Voluntary Separation Plan Update

Item IVB – Voluntary Separation Plan
Summary of Program

As part of FAMU’s strategic planning and budgeting process, management proposes the offering of a voluntary separation plan (VSP) to eligible employees. This management tool allows the University to streamline operations, improve efficiency, increase productivity, and promote faculty vitality to make strategic investments in student success. Management will continue to evaluate and implement opportunities to enhance our institutional effectiveness on an ongoing basis.

Employees will be offered 1 full year of salary in a lump sum payout. It is important to note that a VSP is not a retirement program although employees may be eligible to retire. An enrollment period of 60 days is recommended to provide employees with adequate time for consideration and consultation with financial advisors before making a decision to participate.

Basic Criteria:

- Age - 65 Years and Older
- Service - 8 or More Years of FAMU Service
- Window period for resignation by December 31, 2016

Eligible Participant Data (as of 6/2016)		
	Number of Employees by Category	Total Salaries
Faculty	67	5,897,818.43
Administration	37	2,872,489.45
Total	104	\$ 8,770,307.88
Maximum Implementation Cost Capped at 30% include terminal leave payouts		\$ 2,631,092.36
Annual salary savings are expected from unfilled vacant positions.		

Item IVC - Revisions to Legislative Budget Requests for
Student Success and FAMU Online



Operating Budget

**State University System
Education and General
2017-2018 Legislative Operating Budget Issue
Form I**

University(s):	Florida A&M University
Work Plan Issue Title:	Student Success Initiatives
Priority Number	
Recurring Funds Requested:	\$4,985,165.00
Non-Recurring Funds Requested:	\$565,055.00
Total Funds Requested:	\$5,635,220.00
Please check the issue type below:	
Shared Services/System-Wide Issue	<input type="checkbox"/>
2015-2016 Non-Recurring Issue	<input type="checkbox"/>
New Issue for 2016-2017	

I. Student success is our top priority. FAMU serves a large number of First Generation Students who experience a multitude of unique challenges and obstacles on their way to successful degree completion. We are dedicated to helping students excel in their studies, save money, graduate on time and move on to fulfilling careers. The University has launched a series of innovative initiatives aimed at creating a clear and visible path for students to graduate and achieve their ultimate career goals. However, every good idea and program that has a significant impact on student success comes with considerable costs. FAMU's budget constraints are limiting the scale and effectiveness by which these initiatives can be deployed. In order to ensure that these initiatives have the greatest impact for our students, additional funding is needed.

The successful completion and sustainability of these projects is dependent in large part on the allocation of new resources.

This funding will help FAMU to dramatically improve its student outcomes, by deploying national best practices that have been proven successful in retaining and graduating student populations similar to FAMU's.

- A. The heart of this effort will be enhanced academic advising, further enhancing the academic advising ratio, adding advisors with specializations such as STEM, Agriculture and Health Careers, and communicating more effectively with students about ways students can advance their own success. FAMU is undertaking curriculum renewal, review and revision, a comprehensive process designed to support student success through the development of technology-supported curriculum, meta-majors, and the deployment of block scheduling. The additional staff supported by the LBR will further the advancement of these initiatives.
- B. FAMU will expand the student success learning labs to support learning in core curriculum areas. Additional learning labs will be opened in convenient places around campus and in residence halls.
- C. Focus on at-risk students, including those who enter FAMU with one or more deficiency and those who enter FAMU fully prepared but are challenged by their transition or curriculum.

II. Return on Investment:

The Student Success funding initiative supports goal 1.2 of FAMU's Strategic Plan.

Goal 1.2: Prioritize student success across all undergraduate, graduate and professional program

In summary, goal 1.2 endeavors to provide students with the resources they need to be successful during their time at FAMU and shorten their time-to-degree.

This program is directly linked to student success and removing barriers to degree completion. These initiatives will have a significant impact on FAMU's six-year graduation rates and second year retention rates.

- This funding will help us achieve our target 6-year graduation rate of 65% in 2019 up from 39% in 2015.
- This funding will help us achieve our target Academic Progress Rate of 85% in 2018-19 up from 75% in 2015.

Technology Investment

Funding will be invested in enhancing technology to support student success in the form of purchasing licenses and equipment. We will redirect \$125,054 (non-recurring) and \$250,000 (recurring) of the requested funds to obtain the needed equipment and services. Sophisticated degree planning technology support will assist prospective students, transfer students, current undergraduate students and graduate students. The request for staff includes staff to support technology initiatives to enhance student success.

In conclusion this funding will help us achieve our target 6 year graduation rate of 65% in 2019 up from 30% in 2015. This funding will also assist us to achieve our target Academic Progress rate of 85% in 2018-19 up from 75% in 2015.

III. Facilities *(If this issue requires an expansion or construction of a facility and is on the Capital Improvement List complete the following table.):*

	Facility Project Title	Fiscal Year	Amount Requested	Priority Number
1.				
2.				

2016-2017 Legislative Budget Request
Education and General
Position and Fiscal Summary
Operating Budget Form II
(to be completed for each issue)

University: Florida A&M University
Issue Title: Student Success

	<u>RECURRING</u>	<u>NON- RECURRING</u>	<u>TOTAL</u>
<u>Positions</u>			
Faculty	35.00	0.00	35.00
Other (A&P/USPS)	29.00	0.00	29.00
	-----	-----	-----
Total	64.00	0.00	64.00
	=====	=====	=====
<u>Salary Rate (for all positions noted above)</u>			
Faculty	\$1,426,250	\$0	\$1,426,250
Other (A&P/USPS)	\$1,067,000	\$0	\$1,067,000
	-----	-----	-----
Total	\$2,493,250	\$0	\$2,493,250
	=====	=====	=====
Salaries and Benefits	\$3,325,057	\$0	\$3,325,057
Other Personal Services	\$790,000	\$0	\$790,000
Expenses	\$770,108	\$150,055	\$920,163
Operating Capital Outlay	\$100,000	\$500,000	\$600,000
Electronic Data Processing	\$0	\$0	\$0
Special Category (Specific)	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	-----	-----	-----
Total All Categories	\$4,985,165	\$650,055	\$5,635,220
	=====	=====	=====



Operating Budget

**State University System
Education and General
2017-2018 Legislative Operating Budget Issue
Form I**

University(s):	Florida A&M University
Issue Title:	Online at FAMU
Priority Number	
Recurring Funds Requested:	3,000,000
Non-Recurring Funds Requested:	2,000,000
Total Funds Requested:	5,000,000
Please check the issue type below:	
Shared Services/System-Wide Issue	<input type="checkbox"/>
2016-2017 Non-Recurring Issue	<input type="checkbox"/>
New Issue for 2017-2018	<input checked="" type="checkbox"/>

I. Description:

In 2011-2012 FAMU started building its online education program with two focus points: developing high-quality online education degrees, and developing high-quality online course alternatives. These initiatives are designed to enhance FAMU's delivery of services and promote improvement on key metrics, including the production of graduate strategic degrees and the retention, progression and

graduation of undergraduate students. FAMU's proposed initiative, Online at FAMU, will build on and expand these efforts.

FAMU's efforts to date have been supported by legislative funds; FAMU does not charge an online education fee. To continue expanding our online programs, and to meet BOG strategic goals for online education, additional resources are necessary to support staffing and equipment needs.

Current FAMU Online Efforts

- FAMU's online education efforts are supported by the Office of Instructional Technology
- Online Degrees: FAMU offers online versions of the MPH, MSN and MBA programs.
- Online courses: in the past two years, FAMU has increased its offerings of online versions of courses to over 250 course-offerings.
- FAMU's campus-wide and collegiate level Online Education Committees monitor progress and quality.

Needed Support

- FAMU needs to dedicate resources to market online degree programs.
- FAMU needs staffing to support the admissions, technology and student success efforts of students enrolled online.
- FAMU needs dedicated staffing to support:
 - Faculty training
 - Technical assistance to support the design, launch and updating of additional courses.
- Updated equipment and more course design studios across campus.
- Equipment for current students to check out to allow greater access to online courses.

II. Return on Investments:

The Online at FAMU initiative will yield the following specific returns:

1. **Increased production of strategic degrees** in already established online programs;
2. Additional strategic online degree programs;
3. Development of additional versions of online courses that support undergraduate enrollment, progression and graduation, with emphasis on **dual enrollment, general education, transfer-support and high-demand courses.**
4. Technical assistance and faculty support to ensure the quality and sustainability of online programming.

More generally, the Online at FAMU initiative will support FAMU's performance goals. Specifically, the ability to offer online versions of courses will enable students to get the classes they need when they need

them, and thereby enhance student success. FAMU's performance goals which will be positively impacted include:

- Improving the 4-year and 6-year graduation rates
- Reducing excess credit hours earned
- Improving the degree award rate in STEM areas
- Improving the degree award rate in areas of strategic emphasis
- Improving job placements in Florida and nationally
- Improving starting salaries in Florida and nationally

III. Facilities (If this issue requires an expansion or construction of a facility and is on the Capital Improvement List complete the following table.):

	Facility Project Title	Fiscal Year	Amount Requested	Priority Number
1.				
2.				

2017-2018 Legislative Budget Request
 Education and General
 Position and Fiscal Summary
 Operating Budget Form II
 (to be completed for each issue)

University: Florida A&M University
 Issue Title: On-Line Education

	RECURRING	NON- RECURRING	TOTAL
<u>Positions</u>			
Faculty	0.00	0.00	0.00
A&P	10.00	0.00	10.00
Other (A&P/USPS)	2.00	0.00	2.00
	-----	-----	-----
Total	12.00	0.00	12.00
	=====	=====	=====
<u>Salary Rate (for all positions noted above)</u>			
Faculty	\$0	\$0	\$0
A&P	\$620,000	\$0	\$620,000
Other (A&P/USPS)	\$74,000	\$0	\$74,000
	-----	-----	-----
Total	\$694,000	\$0	\$694,000
	=====	=====	=====
Salaries and Benefits	\$897,200	\$0	\$897,200
Other Personal Services	\$1,100,000	\$500,000	\$1,600,000
Expenses	\$1,002,800	\$1,000,000	\$2,002,800
Operating Capital Outlay	\$0	\$500,000	\$500,000
Electronic Data Processing	\$0	\$0	\$0
Special Category (Specific)	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	-----	-----	-----
Total All Categories	\$3,000,000	\$2,000,000	\$5,000,000
	=====	=====	=====

Item IVE - Proposed Amendments to Regulation for Payment of Fees (3.009) and Settlement of Accounts (3.019)

Regulation 3.009 Payment of Fees - will be amended to 1) extend the deadline for fee payment to the second week of classes consistent with Board of Governors Regulation 7.002 and 2) provide an installment plan option for tuition, housing, and associated fees and make technical revisions to define balance thresholds.

The iRattler(Peoplesoft) system applications and student communications are being developed to facilitate these payment options.

Regulation 3.019 Settlement of Delinquent Accounts; Collection and Returned Checks; Electronic Payment Fees; Write-off of Uncollectible Accounts - will be amended to provide students who owe the University the ability to register for classes if they have made appropriate arrangements for payment.

Item IVF -
Vendors and Non-Faculty Employment
Agreements Greater Than \$100,000



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

**Budget & Finance Committee
Wednesday, September 14, 2016
Agenda Item: IV.F.**

Contracts over \$100,000

1. Contractor: Air Planning, LLC.

Contract #: 0016-2016 Rebid
Contract Start Date: TBD
Contract Expiration Date: TBD
Contract Amount: \$170,120

This contractor will provide and serve as an agent for the University and provide air transportation services through World Atlantic Airlines, Inc.

Tentative Itinerary:

DATE	Flight Schedule (Times are Local)	Routing	Aircraft	Seats	Maximum # Passengers
10/7/16	12:00 Noon	Tallahassee, FL - Raleigh NC	MD-80	150	140
10/8/16	9:00 PM	Raleigh NC - Tallahassee, FL	MD-80	150	140
10/14/16	12:00 Noon	Tallahassee, FL - Philadelphia, PA	MD-80	150	140
10/15/16	7:00 PM	Philadelphia, PA - Tallahassee, FL	MD-80	150	140
10/28/16	12:00 Noon	Tallahassee, FL - Greensboro, NC	MD-80	150	140
10/29/16	6:00 PM	Greensboro, NC - Tallahassee, FL	MD-80	150	140

2. Contractor: BBP Investment Holdings, LLC, dba Brunswick Bowling Products, LLC

Contract #: C-0013-2016
Contract Start Date: June 26, 2016
Contract Expiration Date: October 31, 2016
Contract Amount: \$326,006.53

- a. Scope of Work: To provide a state of art bowling facility that can be a model for other state of Florida schools complete with an 8 Lane Modernization Package.
- b. Project Justification: 2013-2014 CITF Funds were allocated to provide a renovated bowling space for the students in the Union.



Florida Agricultural and Mechanical University
Board of Trustees
INFORMATION ITEM

- c. PROPOSED SCHEDULE: The term of this agreement is for an initial period from June 26, 2016 through October 31, 2016.

- d. METHOD OF PROCUREMENT: Notice to Professional Consultants via Procurement Service RFP# C-0013-2016 process. An advertisement ran from May 5, 2016 through May 13, 2016 with an official award on May 25, 2016.

- e. FUNDING: BRFM 331A

Employees Hired on or after January 1, 2016 with an Annual Salary of \$100,000 or More				
Last	First Name	Group	Annual Rt	Job Title
Feeley	Maria	ADM	\$ 222,500.00	GENERAL COUNSEL
Charles	Elliott	ADM	\$ 107,000.00	ASSOC DIR INTERCOLL ATHLETICS
Fields	Anika	ADM	\$ 107,000.00	DIR, UNIV COUNSELING CTR