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

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**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 Earl Holmes (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 football team; and

**WHEREAS**, the Coach represents that he meets the University's qualifications for the position of head football 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 Football Coach ("Sports Team") with the University's intercollegiate football 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 Athletics Director of University ("Athletics Director") or 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 Sports Team and Program and perform such other duties in the intercollegiate athletic program of University as may be assigned during the term of this Agreement and any extensions hereof.

**2.0 TERM**

**2.1** This appointment shall commence on January 11, 2013 and end on January 10, 2017, without further notice to Coach, and is subject to 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.

**2.2** 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 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.

### 3.0 COMPENSATION AND OTHER EMPLOYMENT INCENTIVES

3.1 In consideration for services and satisfactory performance of the conditions of this Agreement by Coach, University promises to provide Coach an annual salary of \$200,000.00, effective January 11, 2013. 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.

3.2 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.

3.3 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.

3.4 Other Compensation or Benefits.

Housing Allowance. Coach will receive a \$1000.00 monthly housing allowance during the term of this Agreement.

3.5 Coach's Show. Coach shall be entitled to receive additional compensation, ranging from \$5,000.00 to \$10,000.00, through an independent agreement with the University for regular appearances on a television show or a radio show, if any, in connection with the University's football program. The terms of such agreement, including the amount of compensation, shall be negotiated with the Athletics Director.

3.6 Summer Camp. Coach may use University facilities in connection with a summer youth football camp. The summer camp shall be conducted in accordance with University policies and procedures governing summer sports camps and in accordance with terms and conditions as agreed upon with the Athletics Director.

3.7 Automobile. Subject to availability and compliance with appropriate Florida Statutes, rules and University regulations, policies and procedures, the Coach will be provided a courtesy car.

3.8 Expenses. The University will reimburse Coach for all travel and out-of-pocket expenses reasonably incurred for the purpose of and in connection with the performance of the duties set forth in this Agreement, including expenses incurred while recruiting and scouting. Such reimbursement shall be made in accordance with the standard

procedures of the University upon presentation to the University of receipts, vouchers or other statements itemizing such expenses in reasonable detail.

#### **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:

(a) 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;

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

(c) 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.

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

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

(f) 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;

(g) 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 football 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.

(h) 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;

(i) 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;

(j) Perform all other duties customarily performed by Head Football Coaches of commensurate rank serving other MEAC and NCAA member institutions;

(k) Schedule yearly intercollegiate games subject to the final approval of the Athletics Director;

(l) 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

(m) Perform all other duties as assigned by the Athletics Director or the President.

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

## **5.0 NON-REAPPOINTMENT, SEPARATION, TERMINATION, OTHER DISCIPLINE**

5.1 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.

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

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

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

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

(d) Failure to supervise the assistant coaches and football other coaching staff in a manner to prevent the NCAA or MEAC violations.

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

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

**5.3** 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.

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

- (a) Coach dies;
- (b) Coach becomes totally or permanently disabled; or
- (c) The parties mutually agree in writing.

**5.5** 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.

**5.6** This Employment Contract is subject to the U.S. and Florida Constitutions and laws as constitutionally permissible, and the regulations, policies and procedures of the Florida Board of Governors and FAMU, as now existing or hereafter promulgated.

## **6.0 OUTSIDE EMPLOYMENT**

**6.1** 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:

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

(b) 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.

(c) 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.

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

## **7.0 SUPPORT STAFF**

Coach will have the ability to recommend the hiring and dismissal of assistant coaches or other football 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 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 read fully read and understands the foregoing provisions of this Agreement and agrees that such provisions are reasonable and enforceable and further agrees to abide by this Agreement and terms and conditions set forth herein.

**14.0 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, superseding any other written or oral representations, statements, negotiations, or agreements to the contrary. This Agreement cannot be changed, modified or amended in any respect except by a written instrument signed by the Coach, Athletics Director and President.

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

**FLORIDA A&M UNIVERSITY**



Larry Robinson  
Interim President

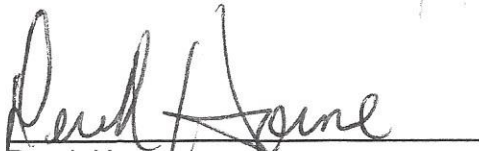
2/7/13  
Date

**COACH.**



Earl Holmes  
Head Football Coach

Feb 7, 2013  
Date



Derek Horne  
Athletic Director

2/7/13  
Date

Approved as to Form and Legality.

 02/07/13  
FAMU, Office of the General Counsel Date



**FLORIDA A&M UNIVERSITY BOARD OF TRUSTEES  
HEAD FOOTBALL COACH'S SHOW AGREEMENT**

**THIS AGREEMENT** ("Agreement") is entered into by and between Florida A&M University Board of Trustees ("FAMU" or "University"), 1601 S. Martin Luther King, Jr. Blvd., Suite 400 Lee Hall, Tallahassee, Florida 32307 and Earl Holmes ("Coach"), 2978 Stoneybrook Court, Tallahassee, Florida 32309. The University and the Coach are individually referenced as "Party" and collectively referenced as "Parties."

**WHEREAS**, the Parties entered into an Employment Agreement dated January 11, 2013; and

**WHEREAS**, Paragraph 3.5 of the Employment Agreement directs the Parties to negotiate the terms of the Coach's show through an independent agreement, to include the amount of compensation; and

**WHEREAS**, the Parties have negotiated the terms of the Coach's Show for the 2014 Football Season, including post-season and playoff games, and desire to set forth its Agreement in writing; and

**NOW, THEREFORE**, the Parties, in consideration of the mutual promises contained herein and other good and valuable consideration, hereby agree as follows.

I. The above recitals are incorporated herein as though set forth in the entirety.

**II. TERM/PERIOD OF PERFORMANCE.**

- a. This Agreement is effective for the 2014 Football Season and shall terminate at the conclusion of the 2014 Football Season, which include regular and post season games, if any. Performance will take place in Tallahassee, Florida or other locations designated by the University from time to time. The Agreement may be extended by written amendment executed by all parties.
- b. This Agreement may be terminated by either Party for any reason upon fifteen (15) days advance written notice to the other Party.

**III. COACH AGREES:**

- a. To, at a minimum, make regular weekly appearances on the Coach's Television Show each week a FAMU football game is played during the 2014 football season and to host at least two (2) preseason shows (Services), in connection with the University's Football Program for the period of this Agreement.
- b. To devote appropriate attention to performing Services for the University.

**IV. UNIVERSITY AGREES:**

- a. To pay Coach the sum of \$7,000.00 for Services performed during the term/period of performance of this Agreement. Payment will be made in two equal installments. First payment is due on October 31, 2014 and the second payment is due on December 15, 2014, minus applicable withholding taxes. If the Agreement is cancelled prior to the conclusion of the 2014 Football Season and Coach has performed partial Services, the payment or refund amount shall be prorated as appropriate in proportion to the remaining football games and any playoff games.

**V. PARTIES FURTHER AGREE:**

- a. Coach shall be subject to all applicable employment rules, regulations and laws of the University, the Florida Board of Governors (BOG) and the State of Florida including, but not limited to, University Regulation Chapter 10-Personnel Matters and any applicable BOG Regulation relating to the provision of Services under this Agreement, now or hereafter in effect.


- b. Notwithstanding any language to the contrary herein, this Agreement does not prohibit the University from taking appropriate employment action pursuant to appropriate regulations, rules and laws up to and including termination for any other reason, which may also serve to terminate this Agreement.
- c. University shall not be liable for Coach's loss of any other income, benefits or perquisites from any other sources.
- d. This Agreement sets forth the entire understanding between the Parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the Parties, superseding any other written or oral representations, statements, negotiations, or agreements to the contrary. This Agreement may only be modified by written agreement executed by the Parties.
- e. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability or any other provision of this Agreement and this Agreement shall be construed and enforced as if the invalid or unenforceable provision is not contained herein.
- f. This Agreement shall be construed and interpreted, and the rights of the Parties determined in accordance with Florida law, and the rules, regulations, policies and procedures that govern the University. The Parties submit to the jurisdiction of Florida courts and federal courts located in Florida. The Parties agree that proper venue for any suit concerning this Agreement shall be Leon County, Florida.
- g. All notices provided hereunder shall be in writing and sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to the parties named below at the address set forth above or such other address as shall be designated by a party in a written notice given in the manner required hereby.

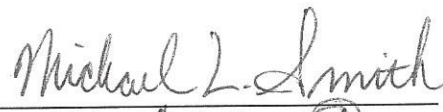

Wherefore, the authorized representatives of the Parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2014.


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

By   
Larry Robinson  
Interim President 2/17/14

**COACH**

By   
Earl Holmes  
Head Football Coach

By   
Michael L. Smith   
Interim Athletics Director

Approved as to form.  
  
FAMU Attorney <sup>1/20</sup>/14 Date