

FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY
EMPLOYMENT AGREEMENT
(Vice President and Director, Intercollegiate Athletics)

This Employment Agreement ("Agreement") is made and entered into by and between the Florida Agricultural and Mechanical University Board of Trustees ("University" or "FAMIJ"), a public body corporate of the State of Florida, and Angela Suggs ("Suggs") (individually "Party" and collectively the "Parties") as follows:

1. **PURPOSE.** It is the purpose of this Agreement, which is based upon the mutual intent of the Parties, for Suggs to serve as the Vice President and Director, Intercollegiate Athletics ("VPDIA") at Florida A&M University, under the terms and conditions set forth herein, and in accordance with all applicable University regulations and policies. It is further the intent of the Parties that Suggs be responsible for overseeing the administration of all aspects of the University's intercollegiate athletic programs (the "Programs"), subject to the oversight and supervision of the University's President, including without limitation, developing and maintaining the University's Programs in compliance with the regulatory criteria of the National Collegiate Athletic Association ("NCAA") and Southwestern Athletic Conference or other successor conference ("Conference") (collectively "Athletic Requirements"), and the University's regulations and policies.

2. **SUGGS' REPRESENTATIONS.** Suggs warrants and represents to the University the following:

A. She has the necessary knowledge, skills, qualifications, and experience to serve as the VPDIA;

B. She is legally competent and able to enter into this Agreement and there exists no conflicting obligations or agreements with another college, university, or other individual or entity that prevents her from entering into this Agreement and fully performing the duties required by this Agreement.

C. She is familiar with and shall comply with all Athletic Requirements regarding the University and her responsibilities. Suggs further acknowledges and agrees that she is familiar with and shall comply with all University regulations and policies regarding her employment and the University's regulations and policies applicable to the Programs' student-athletes.

D. She has fully disclosed to the President and the University's NCAA Compliance Officer:

(i). any and all past investigations of alleged violations of Athletic Requirements in which She has been involved directly, indirectly, as a witness or in some other capacity;

(ii). any lawsuits filed against her in her official or personal capacity arising out of any of her prior employment relationships; or

(iii). any and all instances in which she was investigated for misconduct related to the performance of her employment, including any alleged inappropriate misconduct involving former co-workers or the student-athletes under her direction or authority.

3. **TERM OF AGREEMENT.** The Parties agree that Suggs will serve as the VPDIA for a three (3) year term, commencing _____, 2024, and ending _____, 2027 ("Term"), unless this Agreement is otherwise modified or terminated by the Parties in accordance with the requirements set forth in this Agreement. Suggs hereby accepts such employment on the terms and conditions set forth in this Agreement.

4. **DUTIES.** Suggs agrees that throughout the term of this Agreement, she will devote her full-time efforts and abilities for the exclusive benefit of the University, and to serve as the VPDIA. Suggs' duties and obligations shall include, but not be limited to, the following:

A. Suggs acknowledges and agrees that she must abide by any and all applicable laws, Athletic Requirements and University regulations and policies including, without limitation, those relating to the conduct, administration and control of the Programs. Suggs acknowledges and agrees that she is responsible for the overall strategic planning, supervision, management, direction, and leadership of the Programs in an efficient and effective manner to achieve the goals and objectives as established by the University President. Said goals and achievements shall be in concert with the mission of the University including the planning, development, implementation, and maintenance of NCAA Division 1 athletic programs for men and women that are characterized by excellence, exemplified by academic achievement and development of character, maturity and sense of fair play in athletic programs.

B. Suggs acknowledges and agrees that she is responsible for the oversight of the fiscal operations and administration of the Programs; the responsible management of staff, budget including maintaining a balanced budget as required by the Board of Trustees and management policies), and other resources; the recommendations for the hiring and termination of coaches and the management of coaches necessary and appropriate to assist her in meeting her responsibilities hereunder; and developing, implementing, and establishing and adhering to the Programs' annual budget. Suggs agrees to exercise fiscal integrity at all times. Suggs agrees that she is responsible for ensuring that she and all coaches show appropriate respect for all University students, faculty and staff, and that her and her coaches conduct themselves in a manner that positively represents the University and its educational mission.

C. Suggs acknowledges and agrees that she is responsible for maintaining and observing the principles of institutional control over every aspect of the Programs and recognizing and respecting the attendant University relationships and organizational structure. Suggs shall require and use her best efforts to ensure institutional control of the Programs is sustained through the development, implementation: and maintenance of a vigorous and effective program for compliance with and enforcement of all applicable Athletic Requirements.

D. Suggs acknowledges and agrees that, if at any time, during this Agreement she becomes aware, or has reasonable cause to believe, that any player, coach, or assistant coach of any of the Programs, or any University student, faculty, staff member, agent or any outside individual or volunteer who reportedly is acting on behalf of the University has violated any Athletic Requirements or University regulations, or if she receives notice or information that the NCAA or Conference intends to investigate or review any alleged violations of the Athletic Requirements of one of the Programs, or if she receives notice or information that any state or federal law is alleged to have been violated by any player, coach or assistant coach of any University athletic program (excluding minor traffic offense), she shall immediately report her knowledge or belief of the situation to the President and the University's NCAA Compliance Officer.

E. Suggs acknowledges and agrees that she or any coach under her direction who is found to have violated applicable laws, Athletic Requirements or University regulations or policies regarding required conduct may be subject to disciplinary or corrective action, up to and including suspension without pay or termination of her employment.

F. Suggs acknowledges and agrees that she is aware of federal, state, and/or University laws, regulations and policies against discrimination in the admission, education program, participation and graduation of students, in the providing of financial assistance for students, and in the appointment, training, promotion, discharge and all other aspects of employment, on the basis of race, color, religion, sex, age, national origin, status as military veteran, qualified disability, marital status, sexual orientation, or any other protected group status. Suggs shall comply and provide leadership to the University in attaining the University's policies and goals in these and other areas, as they may be modified from time to time.

G. Suggs acknowledges and agrees that she and all individuals under her direction, including coaches in the Programs, must cooperate with and support the University's faculty and administration in meeting the educational mission of the University. The University has primary responsibility and places a high priority on the academic success of its student-athletes, and Suggs agrees to support this objective by using her best efforts to ensure all classroom attendance, grade point average, and graduation requirements are met by the student-athletes and agrees to coordinate and cooperate with any academic advisor designated to work with the individual student-athletes. Suggs acknowledges and agrees that she is responsible for the Programs maintaining the minimum single-year and multi-year Academic Progress Ratings ("APR") required of Division I Programs by the NCAA.

H. Suggs acknowledges and agrees that her responsibilities also include, without limitation:

(i). the maintenance and cultivation of effective relations with the governing boards, associations, conferences, and committees that have regulatory oversight or authority over the University's intercollegiate athletic programs; institutional alumni; the media; the public; and students, faculty, staff and friends of the University;

(ii). assisting in the development, direction, implementation and maintenance of a fundraising program for the benefit of the University and the Programs and making fundraising appearances and public relations appearances in coordination with the University's advancement efforts;

(iii). assisting in the recruitment of student-athletes as requested by the head coach of a sport consistent with all applicable Athletic Requirement;

(iv). performing all other duties customarily performed by a VPDIA of commensurate rank serving other NCAA member institutions; and

(v). performing such other duties as assigned by the President and/or her designee.

I. Suggs acknowledges and agrees that the University shall own all broadcasting and telecasting rights to all live and recorded coach's or Programs' shows, call-in programs, post-game and pre-game interviews, highlight shows, replay shows and other programs (hereinafter, called "Shows") that may be offered currently or in the future on media outlets including, but not limited to, radio and all forms of television, internet, satellite cable, broadband, high-definition TV, DVD, video cassette, wireless and video-on demand. The University shall be entitled, at its option, to produce and market the Shows or negotiate with third parties for the production and marketing of the Shows. Suggs also agrees to work with the University in an effort to make the Shows successful Suggs also agrees to and hereby does, conditionally assign to the University or its then-current rights holder of one or more of the Programs all rights, title and interest in her name, nickname, initials, facsimile signature, likeness, photograph, and derivatives thereof, and her picture, image and resemblance and other indicia closely identified with Suggs in connection with the Programs, such assignments to be in effect during the Term hereof only.

J. Suggs agrees and accepts the terms and condition for employment outlined in this Agreement including, without limitation to, Section 1012.80, Florida Statutes, federal law, and the Florida Constitution and other laws as constitutionally permissible, the rules, regulations, policies and procedures of the Florida Board of Governors and the University as now existing, amended, or hereafter promulgated.

5. COMPENSATION & OTHER BENEFITS.

A. **Annual Salary.** Suggs will be entitled to an annual base salary in the amount of two hundred fifty thousand dollars (\$250,000), paid biweekly, with the normal fringe benefits accorded to employees in the Executive Service Pay Plan. Suggs' base salary is subject to the appropriate deductions for taxes and benefits, pursuant to regular University payroll practices and further subject to the availability of funds in the University's athletic department's annual budget.

B. **Other Compensation/Retention Bonus:** Suggs will be entitled to a retention bonus of ten thousand dollars (\$10,000) to be paid annually on the first pay period of each new fiscal year after her first full year of employment. Suggs agrees that the retention bonus shall be repaid within one hundred and twenty (120) days after she has

received each annual installment of the retention bonus, if she voluntarily terminates her employment with the University.

- C. **VPDIA Suite**: For business purposes, Suggs shall be provided the use of one suite at Braggs Memorial Stadium and the Alfred Lawson, Jr. Multipurpose Center for all University-sponsored intercollegiate athletics events held at those respective venues. The suites shall be used for the benefit and promotion of the Programs.
- E. **Complementary Tickets**. Suggs shall have twelve (12) complimentary tickets provided to her from the University, at no charge, for each individual University home game sporting event.
- F. **Cell Phones**: Cell phone services (or reimbursement) will be provided for Suggs in the reasonable discretion of the University and in accordance with existing University policy and applicable law.
- G. **Business Vehicle**: Suggs will be provided with a courtesy vehicle for business use upon availability only and in accordance with University regulations, policies and procedures and/or state law. Fuel, insurance and maintenance of the business vehicle shall be pursuant to University regulations and policy and state law.
- H. **Benefits**: Suggs is employed by the University as an FLSA exempt Executive Service employee with employment terms governed by this Agreement. As an Administrative and Professional (A&P) Executive Service employee Suggs will receive any and all regular, full-time employment benefits provided by the University to A&P Executive Service nontenure earning at-will employees at the University including, but not limited, to annual and sick leave. Suggs agrees that she shall be subject to the same University regulations, policies and payroll practices applicable to A&P Executive Service employees unless expressly waived or superseded by the terms of this Agreement. Suggs acknowledges that all regular A&P Executive Service employment benefits may be adjusted from time to time as provided by the State of Florida and/or the University.
- (i) **Standard University Fringe Benefits**: Suggs shall be entitled to the standard University benefits provided to other regular, full-time, non-tenure earning, at-will employees of the University in the A&P 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 A&P Executive Service employees. The University shall not be responsible for any other compensation of monetary benefits to Suggs of any kind unless it is specifically set forth herein.
- (ii). **Merit or Cost of Living Increases**: During the term of this Agreement, Suggs shall be eligible for merit and/or cost of living increases as the University may provide to A&P Executive Service Employees of the University. Such merit increases shall be based on Suggs' job duties and responsibilities and based upon the same process as is used for other A&P Executive Service employees and shall consider prior evaluations and the expectations and goals as established by the President.

I. **Performance Incentives (if earned):** While Suggs is serving as VPDIA, the University may provide the following performance incentives (athletic and academic) and no others. Suggs agrees that any Performance Incentives earned during the term of this Agreement will be paid subject to the availability of funds at the time the incentives are realized. Suggs also agrees that the University has one hundred and twenty (120) days to pay the incentives. Specifically, Suggs Performance Incentives are as follows:

(1) Suggs will receive \$20,000 for securing game guaranties (signed by Suggs) that generate in excess of \$700,000 in total revenues for each academic year as determined by the University's academic calendar. This provision does not include men's and/or women's basketball.

(2) Suggs will receive \$25,000 for exceeding external fundraising, for the University's athletic department and Programs that are in excess of \$750,000; or receive \$35,000 for exceeding external fundraising, for the University's athletic department and Programs that are in excess of \$850,000; or receive \$50,000 for exceeding external fundraising for the University's athletic department and Programs that are in excess of \$1,000,000.

(3) For each year during the term of this Agreement Suggs shall receive \$4,000 if season ticket sales for football exceed 4,000 before the first regular season game, or \$4,500 if season ticket sales for football exceed 4,500 before the first regular season game, or \$5,000 if season ticket sales for football exceed 5,000 before the first regular season game. This provision does not include season tickets sold as part of the Investing in Champions program or any similar season ticket package program.

Under this section, the annual incentives shall be paid to Suggs within the calendar year in which Suggs has performed the above stated performances. All incentive payments are contingent upon Suggs maintaining a balanced operational budget within the athletics department, inclusive of the aforementioned incentives.

(4) Southwestern Athletic Association (SWAC) & National Collegiate Athletic Association (NCAA):

To the extent that the University receives or is awarded funds from the SWAC or any other athletic conference ("Conference") that the University becomes a member of after the effective date of this Agreement and/or the NCAA, the University agrees to pay the following:

Competition Performance Incentives

- Commissioner's Cup - \$5,000
- CD Henry - \$2,500
- Magee/Jacket Award - \$2,500
- Academic Success Award - \$2,500
- All Academic Achievement Award - \$2,500

(5) Academic Performance Incentives

From and after contract date, and each year thereafter that each Sports Program achieves a Graduation Success Rate (GSR) or a succeeding model and the Sports Programs' Academic Progress Rate (APR) as calculated by the NCAA is above 980, the University shall pay to Suggs five thousand dollars (\$5,000), if such funds are raised by the FAMU Athletics Department and are not paid from state appropriated funds.

6. OUTSIDE ACTIVITIES. Suggs acknowledges and agrees that the performance of the duties set forth herein are her primary responsibilities to the University, and further agrees that she will not engage in any other activity that may reflect detrimentally on or adversely affect the reputation of the University or that is in conflict with her primary responsibilities as VPDIA or with the University's interest or educational mission. Further, Suggs acknowledges and agrees that she must obtain prior written approval from the President before engaging in any outside employment or other non-paid activities other than her responsibilities to the University. Suggs shall annually report all outside employment for compensation including, but not limited, to all athletically-related income and benefits from sources outside the University and the time spent on all outside employment to the President. The report shall include a detailed accounting of all income received by Suggs for participation in any outside activities. The date by which such reports must be submitted shall be determined by the University. Suggs shall effectively communicate to outside employers that any approved outside employment is her responsibility and that she does not act as any agent or representative of the University in any such outside employment. University facilities, property, staff or team images shall not be used in such outside employment except with permission from the President, and payment of appropriate fees may be required. Under no circumstances shall the University guarantee any such outside employment

All outside employment shall be independent of Suggs' employment within the University, and the University shall have no responsibility or liability for claims arising therefrom. In the event the University dismisses Suggs or terminates this Agreement, regardless of the reason or timing of such action, Suggs acknowledges and agrees that she shall have no claim or cause of action against the University or its guarantors for loss of contract or income she may have otherwise received from outside employment.

7. SOLICITATION OF GIFTS. Suggs may not solicit or accept personal gifts or cash or items of substantial value or accept anything other than reasonable social hospitality from any outside individual in accordance with Florida Law (Chapter 112, Florida Statutes), Athletic Requirements, and the University's regulations and policies, including the University's Code of Ethics.
8. TERMINATION OF EMPLOYMENT & OTHER DISCIPLINARY ACTIONS. The Parties acknowledge and agree that the services Suggs will provide as VPDIA are the essence of this Agreement. The Parties recognize that except as provided herein, separation of Suggs' employment is governed by the University's regulations and policies.

A. Prohibited Activities. In addition to the University's regulations and policies, the following is a non-exclusive list of prohibited activities or omissions that, if violated, may lead to discipline for Suggs including, but not limited to, suspension for a period of time with or without pay or termination of employment and this Agreement for cause:

(i). Failure or refusal by Suggs to comply with any of the terms of this Agreement, neglect by Suggs of any of the duties required by this Agreement, an unwillingness to perform such required duties to the best of her ability, or other breach of this Agreement.

(ii). Any violation by Suggs or failure by Suggs to report such a violation of which she becomes or reasonably should have become aware by any coach, assistant coach, staff members, student-athlete or any other person under her supervision and/or control of the Athletic Requirements, or misleading or failing to timely and accurately respond to any reasonable requests or inquiries by the NCAA, the Conference, the University or any other governing body concerning or related to the supervision of the Programs, or failure of any Program to maintain the minimum single and multi-year APRs required of such programs by the NCAA.

(iii). Directing or otherwise instructing any coach, assistant coach, student-athlete, or any other individual to mislead, or to fail or refuse to respond or provide information or documents in response to any reasonable requests or inquiries by the NCAA, the Conference, the University or any other governing body concerning or related to the Programs or any other college or university athletics program with which Suggs may have been involved in the past.

(iv). Failure or refusal by Suggs to report immediately to the University's NCAA Compliance Officer when Suggs knows or should have known or has reasonable cause to believe any of the following events have occurred, or are about to occur:

(a) Any member of a Program including, but not limited to, any student-athlete, coach, assistant coach, or staff member, has or may have violated, or allowed or caused to be violated, any Athletic Requirements, law or University regulations or policies, or has engaged in any serious or intentional violation of the law, or the University's regulations or policies;

(b) The NCAA or the Conference intends to investigate or review any alleged violations of Athletic Requirements by a Program as of the date of appointment, excluding any violations that predate this Agreement; or

(c) Any student, faculty or staff member, agent of the University, or any outside individual reportedly acting on behalf of the University who has a direct relationship with Suggs has, or may have, violated, or allowed or caused to be violated) or is alleging to know of a violation of any Athletic Requirements, law or University regulation or policy;

(d) Any fraud or dishonesty by Suggs while performing the duties required by this Agreement including, but not limited to, falsifying, altering or otherwise fraudulently preparing any document(s) or record(s) of, or required by, the University, the NCAA, or the Conference pertaining to recruits or student-

athletes, transcripts, eligibility, forms, compliance reports, financial or expense reports, or any document pertaining or related to the Programs;

(e) Engaging in, assisting, encouraging, or soliciting others to engage in bookmaking, illegal gambling, or betting of any type involving any intercollegiate or professional athletic contest;

(f) Possession, use, sale or manufacture of any narcotics, drugs, or other controlled substances or steroids or other chemicals in a manner prohibited by law or applicable Athletic Requirements, or allowing, encouraging, or condoning the possession, use, sale, or manufacture of any narcotics, drugs, or other controlled substances or steroids or other chemicals by any student-athlete, coach, assistant coach, or staff member, in a manner which is prohibited by law or by Athletic Requirements, or failure or refusal to fully participate and cooperate in the University's implementation and enforcement of any drug/alcohol testing program;

(g) Engaging in conduct which in the sole determination of the University violates any law or University regulation or policy; or engaging in any other conduct which, in the sole determination of the University is contrary to or adversely affects the mission, operations, or reputation of the University including, but not limited to, acts of dishonesty, misrepresentation, fraud, violence, the abuse of alcohol drugs, domestic violence or spousal abuse, or other acts of violence, assault, or moral turpitude. Also, any conduct that results in a plea of guilty or nolo contendere by Suggs for any crime (except for minor traffic offenses), or criminal charge for which adjudication or prosecution was deferred or withheld (except for minor traffic offenses);

(h) Failure to fully and accurately report all additional sources of income in accordance with law, Athletic Requirements, University rules, regulations and policies, and this Agreement, or any other conduct by Suggs which, in the sole judgment of the University reflects adversely on the University including, but not limited to, information learned by the University after executing this Agreement that Suggs was found to have violated Athletic Requirements at any previous college, university or employer; or

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

B. Termination Obligations:

(i). **Termination by University Without Cause.** Notwithstanding Section 3 of this Agreement, the University may terminate this Agreement at any time, without cause, by providing Suggs with up to twenty (20) weeks written notice of such termination. If, at the time the University desires to terminate without cause, there is less than twenty (20) weeks remaining on the Term, the required notice will be reduced to the period remaining in the Term. In the event this Agreement is terminated by the University without cause, Suggs' employment with the University shall cease on the

effective date of the termination and after the effective date of termination, Suggs shall be entitled to compensation only for the period of time employed prior to the date of the termination. During the notice period, Suggs may be assigned to any other position for which she is qualified to perform. Notwithstanding any other provision of this Agreement, during the notice period Suggs' compensation shall be fixed at her annual base salary (as defined in Section 5. A in effect on the date that the notice of termination is delivered. No further compensation, benefits, or obligations including, but not limited to, bonuses, lump sum or base salary increases, performance incentives, or other benefit payments, or any benefits set forth in Section 5 of this Agreement, will be due and owing from either party, except as required by law.

Notwithstanding any other provisions of this Agreement and in no circumstances shall the University's liability, if any, exceed that which is prescribed in Section 215.425, Fla. Statutes, less required deductions and applicable withholdings for federal, state, and local taxes.

(ii). **Termination by University for Cause:** In the event this Agreement is terminated by the University for cause (as defined herein), Suggs' employment with the University shall cease on the date that written notice is delivered, and Suggs shall not be entitled to any further compensation or benefits whatsoever including, but not limited to bonuses, lump sum or base increases, or any benefits set forth in Section 5. A of this Agreement. For the purposes of this subsection 2, "cause" shall be defined as any act or omission that amounts to neglect of Suggs' duties; grave dishonesty; insubordination or derogatory comments that adversely affect the University, any Program, or the University's athletics department; or a material breach of any University regulation or policy or term of this Agreement including, without limitation, those activities prohibited under Section 8. A above. "Cause" is further defined to include any reckless or knowing act or omission that is illegal (except for minor traffic offenses), fraudulent or involves moral turpitude or the inability of Suggs to perform the duties set forth in this Agreement.

(iii). **Voluntary Termination of Suggs Without Cause.** In the event this Agreement is terminated by Suggs without cause while Suggs is serving as VPDIA, her employment with the University shall cease and she shall provide the University with at least four weeks notice. The Parties agree that all such notice shall not be deemed a penalty.

(iv) **Termination by Suggs for Cause.**

(a) In the event this Agreement is terminated by Suggs for cause (as defined in subsection 4(c) below), her employment with the University shall cease on the date that written notice is delivered and she shall be entitled to payment of her Annual Salary (base salary) as set forth in Section 5. A. above (i) for the period of either three months from termination; (ii) the remaining term of this Agreement (not to exceed twenty weeks salary); or (iii) the date she begins employment in any other position, whichever is shortest. Suggs agrees to provide the University advance notice of employment elsewhere. No further compensation or obligations including, but not limited to, position reassignment, will be due and owing from either party, except as required by law. For greater certainty, it is acknowledged and agreed by the Parties hereto that the payment(s) set forth in this subsection shall be Suggs' sole remedy in

the event of termination of the Agreement for cause by Suggs, and she is entitled to no other pay, severance or termination pay or any other compensation, remuneration, benefits or other amount from the University.

(b) Any payment(s) referred to in subsection 4(a) shall be subject to all such withholdings and other deductions as may be required by any and all applicable county, local or federal law, and University payroll policies. Furthermore, any payment(s) that may become due under subsection 4(a) are conditioned upon Suggs' execution of a Release and Separation Agreement in a form to be provided (and acceptable to) the University. Upon termination, Suggs shall have no further obligations under this Agreement. Suggs shall not be entitled to any other compensation and benefits set forth in this Agreement. Payment made by the University as provided above will be in full satisfaction of all claims.

(c) For purposes of subsection 4(a) above, "cause" will mean: (i) any failure of the University to pay any of the sums or benefits contemplated under this Agreement when such sums are more than thirty (30) days overdue, provided, however, that Suggs has made a written demand to the President that any sums or benefits due under this Agreement be paid and such sums remain unpaid for an additional thirty (30) day period; or (ii) a material breach of this Agreement, provided, however, that Suggs gives written notice to the President specifying the alleged material breach and the University fails to cure the alleged material breach (or initiate a cure) within sixty (60) days after such notice.

(v) **Termination by Death or Disability:** The Parties agree that this is a personal service agreement and that in the event of Suggs' inability to perform the essential duties of her employment under this Agreement due to incapacity, as certified by two physicians selected by FAMU, or death, this Agreement shall terminate and the University shall have no further financial obligations to Suggs, her estate, heirs, representatives or assigns, other than accrued salary and benefits up to the date of her incapacity or death.

(vi). **Other Disability Actions:** The University may take other disciplinary or corrective action short of termination for cause in the event of the occurrence of any act or omission that could be grounds for termination for cause or for any act or omission short of a ground for termination for cause including, without limitation, minor or nonmaterial violations of any Athletic Requirements, any term of this Agreement, or University regulations or policies. Other disciplinary or corrective action may include, but is not limited to, suspension without pay for up to thirty (30) days (extendable an additional thirty (30) days upon written notice, suspension with pay for up to ninety (90) days (extendable an additional thirty (30) days upon written notice), or other disciplinary or corrective action, which may be authorized by University regulations or policies or the provision of the NCAA enforcement procedures.

(vii) **Notice and Appeal.** In the event the President determines that suspension without pay is warranted, the President will provide Suggs with written notice of the basis for the disciplinary action. Within five business days after the implementation of the disciplinary action, Suggs may submit a written appeal of the disciplinary action to the President and may provide any supporting documentation that she deems appropriate. The President may request further information from Suggs or any other

source, and may take such further action in consideration of Suggs' appeal as the President determines in his/her sole and absolute discretion. The President shall provide Suggs with written notice of her disposition of the appeal. The appeal process is Suggs' sole method to negotiate or dispute any disciplinary action. The President's decision shall constitute the University's final action with respect to any such appeal.

9. **REASSIGNMENT OF VPDIA'S DUTIES.** At the discretion of the President, Suggs may be reassigned from VPDIA duties at any time during the existence of this Agreement upon ten (10) days written notice to Suggs. The University will not be liable to Suggs for the loss of any collateral income, business opportunities or benefits that may result from her reassignment.
10. **SEVERABILITY.** If, for any reason, any portion of this Agreement is held invalid or unconstitutional by any court or competent jurisdiction, such portion will be deemed a separate distinct and independent provision, and such holding will not affect the validity of any remaining portion of this Agreement.
11. **WAIVER OF CLAIMS.** The Parties agree that any and all claims any party may have against another are exclusively set forth in this Agreement and that no further damages or remedies will be owed as a result of any actual or consequential loss of the Parties, which might result from the termination of this Agreement, or from the exercise of any right set forth in Section 8 above. Such losses include, but are not limited to: loss of income of compensation; loss of any collateral income or benefits. or other business opportunities, which would have resulted from Suggs' position at the University; loss of camp, clinic or other outside activity fees, loss of expected income or opportunities, or damages that may allegedly be sustained for any alleged humiliation or defamation resulting from any termination of this Agreement, or any exercise of any right set forth in Section 8 above, or any statements or documents that may be released to the press or public as a result thereof or the release of any documents as required by law. Suggs agrees and acknowledges that she will have no right of injunctive relief.
12. **WAIVER OF DEFAULT.** Any waiver of the Parties of any default or breach of any term or condition of this Agreement will not be deemed or construed as a waiver of any other default or further breach of the same, or any other, term or condition of this Agreement.
13. **SOVEREIGN IMMUNITY.** The Parties expressly acknowledge and agree that nothing contained in this Agreement is intended to constitute a waiver of sovereign immunity by the University, and that nothing will be construed or considered to constitute a waiver or relinquishment of any of the exemptions, rights, privileges, or immunities as may be provided to the University or its offices, employees, or agents by federal or state law.
14. **GOVERNING LAW.** This Agreement shall be interpreted and construed and the rights and obligations of the Parties hereto shall be determined in accordance with the laws of the State of Florida, excluding its choice of law rules. Venue for any litigation arising out of this Agreement shall be in Leon County, Tallahassee, Florida.

15. **MEDIATION.** Any disputes arising under this Agreement must be mediated by a Florida Supreme Court Certified Circuit Court Mediator in Leon County, Florida. The Parties agree that mediation shall occur within forty-five (45) days of the date mediation is requested by either party,

The mediator shall be agreed upon, but if the parties are unwilling or unable to agree, the Parties agree that a mediated agreement shall be binding on the Parties. The Parties agree to abide by the mediator's agreement, pay mediator fees promptly and share them on an equal basis. Litigation may not be commenced until after mediation has been (i) declared an impasse by the mediator, or (ii) terminated in writing by one or both parties. Consistent with the requirements of Florida Statutes Sunshine Laws, the confidentiality provisions of the Mediation Confidentiality and Privilege Act, Florida Statutes SS 44.40144.406 shall attach to any such pre-suit mediation.

16. **WAIVER OF JURY TRIAL.** AS A MATERIAL TERM OF THIS AGREEMENT, THE PARTIES DO EACH KNOWINGLY, WILLINGLY AND VOLUNTARILY, AND BY THEIR EXPRESS DESIRE AND INTENT, HEREBY EXPRESSLY WAIVE A TRIAL BY JURY ON ALL ISSUES, CLAIMS, COUNTERCLAIMS AND CROSS-CLAIMS OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANYONE TO INDUCE THIS WAIVER OR JURY TRIAL OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

17. **PERSONAL CONTRACT.** The rights, obligations and duties of Suggs shall be personal and not succeeded to, not assignable or delegable in any manner whatsoever. In addition, the Parties acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of the Parties to this Agreement.
18. **NO TRUST FUND.** Nothing contained in this Agreement and no action taken pursuant to the provisions of this Agreement shall create or be construed to create a trust of any kind. To the extent that Suggs acquires a right to receive payments from the University under this Agreement, the University's obligation to make such payments represents an unfunded promise or covenant to pay such amount running from the University to Suggs.
19. **TOTALITY OF AGREEMENT.** This Agreement, the applicable Athletic Requirements, and the University's regulations and policies represent the entire agreement pertaining to Suggs' employment by and with the University and it supersedes any and all other prior oral or written agreements between the Parties. Additionally, each party acknowledges and agrees that they have entered into this Agreement knowingly and voluntarily after having the opportunity to review the Agreement and seek the advice of counsel regarding their respective rights in the Agreement. Further, this Agreement will be construed equally against the Parties and may not be modified or amended without the express written consent of all Parties to this Agreement.

- 20. **PUBLIC RECORDS.** The Parties agree and acknowledge that this Agreement and other applicable documents are subject to the Florida public records law, Chapter 119, Florida Statutes.
- 21. **TAXES.** All compensation and benefits received by Suggs from the University including, but not limited to, tickets, and the use of stadium and athletic suites, may be treated as taxable income and subject to taxation in accordance with IRS guidelines. Suggs agrees that she will report and pay any tax that might be due to any taxing authority that is not otherwise reported by the University.
- 22. **IMPOSSIBILITY.** The University may cancel this Agreement at any time upon thirty (30) day notice without further obligation due to a determination by the Florida Board of Governors or the FAMU Board of Trustees to eliminate the Programs for lack of funds or a decision to discontinue the Programs made in accordance with applicable laws, rules, regulations, policies and procedures of any and all governing bodies.
- 23. **NOTICE.** Any notice required or permitted to be given under this Agreement shall be sufficient if given in writing and shall be given by personal delivery, registered, or certified mail to the VPDIA's Office, if to the University, or the VPDIA's residence, as such is on file in the Office of Human Resources, if to the VPDIA.
- 24. **UNIVERSITY PROPERTY.** All materials or articles of information including, but not limited to, records, student records, VPDIA's records, statistics, or any other material or data in any form or medium furnished to Suggs by the University, or developed by Suggs on behalf of the University, or at the University's direction or supervision, are and shall remain the sole. proprietary and confidential property of the University.
- 25. **AGREEMENT HAS BEEN READ AND UNDERSTOOD.** Suggs acknowledges that she has read and understands the purpose, tenure and effect of this Agreement and she specifically acknowledges that she has had the opportunity to have been advised by an attorney, and ort has had the opportunity to consult with her attorney before signing this Agreement.
- 26. **MISCELLANEOUS.** The headings in this Agreement are for convenience only and shall not be used in construing or interpreting this Agreement, The term "University" as used herein, where applicable or appropriate, shall be deemed to include any duly authorized board, committee, officer, or employee of said entity. Whenever the context requires, the masculine shall include the feminine and neuter, the singular shall include the plural, and conversely.

IN WITNESS WHEREOF, Angela Suggs and the authorized representative of the Florida A&M University Board of Trustees have executed this Agreement effective September __ , 2024.

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

Agreed and Accepted

Timothy Beard, Ph.D., Interim, President

September ____, 2024

Angela Suggs, Vice President and
Director for Intercollegiate Athletics

September ____, 2024