

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

This Head Football Coach Employment Agreement ("Agreement") is knowingly and voluntarily entered into this \_\_ day of December, 2025 ("Effective Date"), by and between The Florida A&M University Board of Trustees ("University"), acting by and through its President, and Quinn Gray ("Coach").

*University policy vests exclusive final signature authority with the University President for all athletics employment matters, neutral site football games (Classics), and guarantee games. The Vice President and Director of Athletics reviews and approves these matters prior to the President's signature.*

**ARTICLE I**

**EMPLOYMENT AND DUTIES**

The University hereby employs Coach, and Coach accepts such employment, as the Head Coach for the University's Football program. Coach shall at all times faithfully, industriously, and to the best of Coach's ability, experience, and talents, perform all duties lawfully required of Coach by this Agreement and as may from time to time be reasonably assigned to Coach by the Director of Athletics. Coach shall cooperate in investigations or audits initiated by the University, NCAA, Football Conference or state agencies and to preserve all relevant documents, electronic communications, and materials, regardless of form. Coach's duties include, but are not limited to:

- Organizing and overseeing all aspects of the Football program including recruiting, scheduling, training, and game management
- Supervising all Assistant Coaches and support staff
- Ensuring compliance with all NCAA, Conference, and University rules and regulations
- Promoting the academic success, personal development, and welfare of student-athletes
- Representing the University and Athletics Department in a professional manner
- Participating in fundraising and community engagement activities
- Cooperating with University administration, faculty, and athletic department personnel
- Devoting full-time attention and energy to the duties of Coach
- Performing all other duties customarily performed by Head Football Coaches of commensurate rank serving other Conference and NCAA member institutions

Coach shall report directly to the Vice President and Director of Athletics ("Director of Athletics" or "AD").

Coach shall devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement. Coach shall not engage in any other business or professional activities that would prevent Coach from devoting Coach's full time and attention to the duties required under this Agreement without the prior written approval of the Director of Athletics.

**ARTICLE II**

**TERM OF EMPLOYMENT**

The term of this Agreement shall commence on December \_\_, 2025 and shall continue through December \_\_, 2030 (the "Initial Term"), unless earlier terminated as provided herein. The Initial Term of this Agreement may be extended upon written agreement of the parties.

For purposes of this Agreement, "Contract Year" shall mean the twelve (12) month period beginning on December \_\_ and ending on December \_\_ of the following calendar year.

This Agreement is renewable solely upon an offer from the University President 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.

**ARTICLE III**

**COMPENSATION**

**A. BASE SALARY**

For the duties and services to be performed by Coach under this Agreement, the University shall pay to Coach an annual base salary as follows:

<b>Contract Year</b>	<b>Period</b>	<b>Annual Base Salary</b>
Year 1	12/__/25 – 12/__/26	\$240,000
Year 2	12/__/26 – 12/__/27	\$260,000
Year 3	12/__/27 – 12/__/28	\$280,000
Year 4	12/__/28 – 12/__/29	\$300,000
Year 5	12/__/29 – 12/__/30	\$320,000

The annual base salary shall be payable in accordance with the University's standard payroll procedures, currently on a biweekly basis, less all required and authorized taxes and deductions.

Coach shall receive a signing bonus in the amount of \$25,000.00, which shall be paid no later than the end of the University's fiscal year on June 30, 2026.

Coach shall receive an annual 5% retention bonus each Contract Year on the condition that Coach remains in his position under this Agreement on December \_\_ of the Contract Year, which shall be paid each year no later than the end of the University's fiscal year on June 30<sup>th</sup>.

Coach shall be solely and fully responsible for paying all federal and state taxes related to his annual base salary, signing bonus, and retention bonus payments.

**B. COMPLIMENTARY TICKETS.**

Coach shall receive twelve (12) complimentary tickets provided to him from the University, at no charge, for each individual University home game sporting event.

**C. PERFORMANCE INCENTIVE COMPENSATION**

In addition to the base salary set forth above, Coach shall be eligible to receive performance incentive compensation upon achieving the following specified performance goals:

**1. ACADEMIC PERFORMANCE INCENTIVES**

<b>Achievement</b>	<b>Bonus Amount</b>
Team achieves an 85% or higher graduation rate OR achieves a Graduation Success Rate (GSR) or Academic Progress Rate (APR) score above 960 for the academic year	\$10,000

## 2. ATHLETIC PERFORMANCE INCENTIVES - REGULAR SEASON

Achievement	Bonus Amount
Win in the Annual Florida Classic Contest	\$5,000
Win against Football Bowl Subdivision (FBS) team	\$10,000

## 3. ATHLETIC PERFORMANCE INCENTIVES - CONFERENCE ACHIEVEMENT

Achievement	Bonus Amount
Win Conference Championship (Regular Season or Tournament)	\$12,500
Awarded Conference Coach of the Year	\$5,000

## 4. ATHLETIC PERFORMANCE INCENTIVES - POSTSEASON ACHIEVEMENT

Achievement	Bonus Amount
Win Celebration Bowl	\$50,000
FCS Playoffs Participation	\$2,500
FCS Playoff Game Victory (per win)	\$5,000

All performance incentive bonuses shall be paid no later than the end of the University's fiscal year on June 30th of each year subject to Coach's achievement of the specified goal during the Contract Year. Academic performance incentives shall be paid following certification of final academic metrics by the University's Office of the Registrar and NCAA Compliance Officer. Athletic performance incentives shall be paid following completion of the relevant season, game, or tournament. All performance incentives are contingent upon continued compliance with University, NCAA, Conference, and state laws. Coach must be employed as Head Football Coach on the date the applicable incentive is certified and paid. No bonus will be paid if, prior to that date, notice of termination for cause has been issued or Coach has given notice of resignation. The University may recoup any bonus paid if, in the University's reasonable judgment, the award was based on records or results later vacated, annulled, or materially affected by a violation of NCAA, Conference, or University rules occurring during Coach's tenure.

## 5. FOOTBALL SUMMER CAMPS

Coach, subject to state law, the NCAA, and University rules, regulations, policies and procedures, may conduct and run summer youth football camps beginning in the summer of 2026, which may include up to sixty-five (65) players. Coach shall have the opportunity to use University facilities to house and conduct 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. The use of the proceeds/monies from the camps by Coach shall be subject to state law and University regulations and policies. The University shall approve the use of the proceeds/monies from the camps as income to Coach and any assistant football coaches, to the extent allowable under state law or University rules, regulations and policies. Coach acknowledges that he and any other University employees assisting in such camps shall be required to take annual leave while conducting such summer football camps for compensation, and shall be solely and fully responsible for paying any and all federal and state taxes related to such compensation.

#### **D. ASSISTANT COACHES AND SUPPORT STAFF BUDGET**

The University shall provide Coach with an annual budget for Assistant Coaches and support staff salaries and benefits of One Million Two Hundred Thousand Dollars (\$1,200,000) per Contract Year, including up to ten (10) full-time Assistant Coaches (three (3) of whom may receive two (2) year employment agreements), two (2) quality control positions, four (4) graduate assistants. Coach, in consultation with the Director of Athletics, shall have authority to determine the allocation of this budget among assistant coaching positions and support staff, subject to University policies and procedures.

All assistant coach and support staff appointments shall be made by Coach with the approval of the Director of Athletics and the University President and shall be terminable at will by the University.

#### **E. NIL / REVENUE SHARE FUND**

Effective July 1, 2025, in accordance with NCAA regulations permitting direct university compensation to student-athletes through Name, Image, and Likeness (NIL) arrangements and revenue sharing, the University may establish and fund an annual Football Program NIL and Revenue Share Fund. The University shall provide funds, when available, for this purpose per Contract Year, subject to budgetary constraints and institutional priorities. The Coach acknowledges that the decision whether to establish, continue, modify, or terminate any such fund, and the level of any funding, is a discretionary policy decision of the University and its Board of Trustees and that no particular level of NIL or revenue-sharing funding is guaranteed by this Agreement. Any such decision shall not constitute a breach of this Agreement. Coach shall have no authority to promise any NIL or revenue-sharing payments on behalf of the University and shall not do so.

This fund shall be administered by the University in accordance with NCAA rules, Conference regulations, and all applicable state and federal laws. Coach, in collaboration with the Director of Athletics and University legal counsel, shall participate in determining the distribution of funds to student-athletes based on fair market value assessments and program needs.

#### **F. RECRUITING BUDGET**

The Department shall use best efforts to provide an annual recruiting budget of One Hundred Twenty-Five Thousand Dollars (\$125,000) per Contract Year for the Football program. This budget shall cover all recruiting-related expenses including but not limited to:

- Travel expenses for coaching staff to evaluate prospective student-athletes
- Official visit expenses for prospective student-athletes and their families
- Recruiting materials and communications
- Technology and database subscriptions for recruiting evaluation and management
- Camp and evaluation event fees

All recruiting efforts and expenditures shall comply with NCAA regulations, Conference rules, and University policies and are subject to adjustment in the University's discretion based on financial, strategic, or regulatory considerations, and any such adjustment shall not constitute a breach of this Agreement.

#### **G. SUMMER SCHOOL SUPPORT**

The Department shall provide full tuition, fees, housing, and meals for a minimum of sixty-five (65) Football student-athletes to attend summer school sessions for the purposes of academic progress, degree completion, early enrollment of incoming student-athletes, and year-round program development.

Coach, in consultation with academic advisors and the Director of Athletics, shall identify student-athletes who would benefit from summer enrollment. Priority shall be given to student-athletes requiring additional credit hours for academic progress, incoming freshmen for early enrollment and program integration, and student-athletes pursuing degree completion.

## **H. STAFF PROFESSIONAL DEVELOPMENT FUND**

The University shall provide an annual Staff Professional Development Fund of Twenty-Five Thousand Dollars (\$25,000) per Contract Year to support the continuing education and professional growth of Coach and assistant coaching staff. Eligible expenses include:

- Registration fees for coaching conferences and clinics
- Professional certification programs and continuing education courses
- Leadership development programs
- Professional association memberships
- Travel and accommodation for professional development activities

All expenditures from this fund shall be approved in advance by the Director of Athletics and shall comply with University travel and expense policies.

## **I. BENEFITS**

Coach shall be entitled to participate in all employee benefit programs made available to University employees, including but not limited to:

- Health, dental, and vision insurance coverage for Coach and eligible dependents
- Life insurance and disability coverage
- Retirement plan participation (Florida Retirement System or Optional Retirement Program)
- Annual leave and sick leave in accordance with University policies
- Professional development opportunities
- Tuition waiver benefits for Coach and eligible dependents as provided by University policy

## **J. CAR ALLOWANCE**

The University shall provide Coach with a monthly car allowance of Eight Hundred Fifty Dollars (\$850.00) to assist with transportation costs for business and personal use. The car allowance shall be paid monthly in accordance with University payroll procedures. Coach shall be fully and solely responsible for the payment of all federal and state taxes related to such Car allowance.

## **K. CELL PHONE AND COMMUNICATION EQUIPMENT**

The Department shall provide Coach with a cell phone stipend in accordance with University policy.

## **L. FACILITY ACCESS AND PROGRAM SUPPORT**

The University shall provide Coach and the Football program with access to all necessary athletic facilities, including practice fields, weight rooms, training facilities, locker rooms, meeting spaces, and office accommodations appropriate for a competitive NCAA Division I Football Championship Subdivision program.

## **M. TAXES**

Coach acknowledges and agrees that he is solely and fully responsible for payment of any applicable personal income tax associated with the provision of compensation and benefits under this Agreement.

## **ARTICLE IV**

### **OUTSIDE INCOME AND ACTIVITIES**

Coach shall report to the Director of Athletics for review all potential sources of outside business, corporate, or consulting relationships, regardless of compensation. Coach shall obtain prior written approval from the Director of Athletics before engaging in any outside employment or business activities.

Coach shall annually report all athletically related outside income in accordance with NCAA Bylaw 11.2.2 and shall provide complete documentation to the University's NCAA Compliance Officer.

Permissible outside activities include coaching clinics, speaking engagements, endorsements, media appearances, and camps operated in compliance with NCAA and University regulations. All such activities must receive prior written approval and comply with University policies regarding outside employment and NCAA regulations regarding extra compensation.

## **ARTICLE V**

### **TERMINATION OF EMPLOYMENT**

#### **A. TERMINATION BY UNIVERSITY WITHOUT CAUSE**

The University may terminate Coach's employment under this Agreement without cause at any time by providing Coach with written notice of termination at least two (2) months in advance of the intended termination date. During the notice period, Coach shall continue to be paid Coach's annual base salary.

Upon Coach's termination without cause, in conformance with Florida Statute § 215.425(4)(a), Coach may receive severance pay not to exceed an amount greater than twenty (20) weeks of compensation based upon his then current annual base salary, plus any performance incentive bonuses earned but not yet paid at the time of termination. Any severance or other post-termination payments required under this section shall be reduced by the amount of any compensation (including salary, bonus, and guaranteed income) earned by Coach from comparable employment or professional engagements during the period such payments would otherwise be made. Coach has a duty to use reasonable, good-faith efforts to obtain other comparable employment following termination. Coach shall not receive any severance pay if Coach is terminated for misconduct or with cause.

#### **B. TERMINATION BY UNIVERSITY FOR CAUSE**

The University may terminate Coach's employment immediately for "cause" upon written notice to Coach. For purposes of this Agreement, "cause" shall include, but is not limited to:

- Failure to comply with the terms and conditions of this Agreement
- Neglect of duties required under this Agreement or unwillingness to perform reasonably assigned duties
- Violation of any NCAA, Conference, or University rules, regulations, policies, or procedures
- Engaging in conduct that violates any law, University regulation, or policy
- Conduct that adversely affects the University's mission, operations, or reputation
- Acts of dishonesty, misrepresentation, fraud, violence, abuse of alcohol or drugs, domestic violence, spousal abuse, other acts of violence, assault, or moral turpitude
- Conviction of, or plea of guilty or nolo contendere to, any crime (other than minor traffic offenses), any first-degree misdemeanor, or any felony
- Directing or instructing assistant coaches, staff, student-athletes, or others to mislead or fail to respond fully and accurately to inquiries by authorized investigators
- Failure to adequately supervise assistant coaches and staff members to prevent violations of NCAA, Conference, or Title IX regulations
- Failure to immediately report to the University's NCAA Compliance Officer any knowledge or information concerning violations of NCAA or Conference regulations
- Significant, repetitive, or major violations that adversely affect the Football program or could result in sanctions, probation, or punishment by the NCAA or Conference
- Fraud or dishonesty in the performance of duties under this Agreement
- Finding by the NCAA or Conference that a violation occurred while Coach was employed at the University or at any previous institution
- Engaging in, promoting, or facilitating bookmaking, illegal gambling, or betting on intercollegiate athletics events
- Possession, use, sale, or manufacture of any narcotics, drugs, controlled substances, or anabolic steroids in violation of applicable law
- Engaging in conduct that is unlawful or constitutes moral turpitude that adversely affects Coach's ability to perform duties or damages the reputation of the University

- Failure to fully and accurately report all sources of additional income as required by NCAA regulations and University policies
- Prolonged absence from duties (three or more consecutive days) without consent of the Director of Athletics
- Wagering on college sports or allowing another person under his supervision to do so
- Prolonged absence, *i.e.*, at least three (3) consecutive business days, from the University without consent from the President
- Engaging in conduct which, in the sole determination of the University, violates any law including, but not limited to, Title IX 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 University's mission, operations, or reputation

Upon termination for cause, Coach's employment shall cease immediately on the date the notice is delivered, and Coach shall not be entitled to any further compensation except as may be required by law.

### **C. TERMINATION BY COACH FOR CAUSE**

Coach may terminate this Agreement for "cause" under the following circumstances:

- The University fails to pay any sums or benefits due to Coach when such sums or benefits are thirty (30) or more days overdue, provided Coach has made written demand for such sums or benefits and the University has failed to cure the deficiency within thirty (30) days after receipt of such demand.
- Material breach of this Agreement by the University, provided Coach has given written notice of the breach and the University has failed to cure the breach within sixty (60) days after receipt of such notice.

If Coach terminates this Agreement for cause, Coach shall be entitled to receive the remaining compensation due under this Agreement as if the Agreement had not been terminated.

### **D. VOLUNTARY TERMINATION BY COACH**

If Coach voluntarily terminates this Agreement without cause to accept another coaching position, Coach shall pay the University liquidated damages as follows:

- One Hundred Thousand Dollars (\$100,000) if Coach accepts a head coaching position at any university in an NCAA Power 4 conference (Atlantic Coast Conference, Big Ten Conference, Big 12 Conference, or Southeastern Conference) or any coaching position in a professional football league or association, provided twelve (12) or more months remain in the term of this Agreement.
- One Hundred Thousand Dollars (\$100,000) if Coach accepts a head coaching position at any university that is a member of the Southwestern Athletic Conference or any other conference of which the University is a member at that time, provided twelve (12) or more months remain in the term of this Agreement.
- Fifty Thousand Dollars (\$50,000) if Coach accepts a head coaching position at any other university not included in the categories above, provided twelve (12) or more months remain in the term of this Agreement.
- Fifty Thousand Dollars (\$50,000) if Coach accepts an assistant head coaching position at any university, provided twelve (12) or more months remain in the term of this Agreement.

Such liquidated damages shall be due and payable by Coach to the University within sixty (60) days of the effective date of Coach's termination. The parties acknowledge that the University's actual damages in the event of Coach's voluntary termination would be difficult to ascertain and that the liquidated damages provisions represent a reasonable estimate of such damages and are not a penalty.

## **E. TERMINATION UPON DEATH OR DISABILITY**

This Agreement shall terminate automatically upon the death of Coach or upon Coach's incapacity to perform the essential functions of the position with or without reasonable accommodation due to disability. If disability is claimed, Coach must submit to an independent, University-chosen physician for evaluation before any benefits are paid. In the event of termination due to death or disability, the University shall have no further financial obligations to Coach or Coach's estate beyond accrued salary and benefits earned up to the date of death or incapacity.

## **F. ADMINISTRATIVE LEAVE/REASSIGNMENT**

The University reserves the unilateral right to place the Coach on paid administrative leave during any investigation or review of alleged misconduct, rule violations, or contractual breaches. The University may also, at any time, reassign Coach to other duties at the same rate of base salary and benefits, pending investigation or in the University's discretion, and such reassignment shall not constitute a termination or breach of this Agreement.

## **G. DUTY OF COOPERATION IN INVESTIGATIONS**

Coach's obligations to cooperate fully with any University, NCAA, or Conference investigation into potential rules violations, including providing testimony and documents, shall survive the termination or expiration of this Agreement.

## **ARTICLE VI**

### **NCAA AND CONFERENCE COMPLIANCE**

Coach acknowledges and agrees to comply with all rules, regulations, and bylaws of the National Collegiate Athletic Association (NCAA), the Southwestern Athletic Conference (SWAC), and the University. Coach shall:

- Conduct the Football program in strict compliance with all applicable NCAA, Conference, and University rules, regulations, policies, and procedures
- Immediately report any known or suspected violations of NCAA or Conference regulations to the University's NCAA Compliance Officer and Director of Athletics
- Cooperate fully with all NCAA, Conference, and University investigations and inquiries
- Supervise and monitor all assistant coaches, staff members, and support personnel to ensure compliance with applicable rules and regulations
- Complete all required compliance education and training programs
- Promote an atmosphere of compliance and ethical conduct within the Football program
- Submit to the University's NCAA Compliance Officer all athletically related income and benefits annually as required by NCAA regulations

Coach understands that any violation of NCAA or Conference regulations that occurs under Coach's watch may be grounds for termination for cause, regardless of whether Coach had direct involvement in or knowledge of the violation.

## **ARTICLE VII**

### **STUDENT-ATHLETE WELFARE AND ACADEMIC SUCCESS**

Coach shall prioritize the academic success, personal development, safety, and overall welfare of student-athletes. Coach agrees to:

- Support and promote the academic mission of the University
- Encourage student-athletes to attend classes, maintain satisfactory academic progress, and pursue degree completion
- Cooperate with academic advisors, faculty, and academic support staff
- Promote the physical, mental, and emotional health and safety of student-athletes
- Create an environment free from harassment, discrimination, bullying, and abuse

- Comply with all Title IX requirements and University policies regarding sexual misconduct and discrimination
- Report immediately any concerns regarding student-athlete welfare to appropriate University officials
- Facilitate access to appropriate medical care, counseling services, and support resources

## **ARTICLE VIII**

### **CONDUCT AND UNIVERSITY REPRESENTATION**

Coach acknowledges that as Head Football Coach, Coach serves as a highly visible representative of the University and shall conduct themselves at all times in a manner consistent with the high standards of the University. Coach must notify the University in writing within 24 hours of any arrest, charge, or official investigation concerning alleged misconduct.

Coach shall:

- Maintain high standards of honesty, integrity, and ethical conduct
- Comply with all University policies, procedures, and codes of conduct
- Refrain from conduct that would bring discredit or embarrassment to the University
- Participate in community service and outreach activities as reasonably requested
- Cooperate with University communications and marketing initiatives
- Support University fundraising and development activities
- Represent the University professionally in all media interactions and public appearances

## **ARTICLE IX**

### **GENERAL PROVISIONS**

#### **A. ENTIRE AGREEMENT**

The Parties agree this Agreement constitutes the entire, complete, fully integrated, and merged agreement among and between the Parties pertaining to the subject matters addressed in this Agreement. All prior or contemporaneous oral or written discussions, agreements, representations, disclosures, and non-disclosures are hereby abandoned, cancelled, and extinguished and may not be relied upon by any Party for any reason whatsoever. No modification of this Agreement shall have any legal force or effect unless such modification is memorialized in a written amendment to this Agreement and executed by all Parties hereto. Any and all attempted or purported verbal modifications to this Agreement are void ab initio and shall have no legal force or effect whatsoever, and no term hereof may be waived by verbal agreement, including without limitation, the terms of this Section.

#### **B. GOVERNING LAW**

The validity, construction, interpretation, and administration of this Agreement shall be governed by the substantive laws of the State of Florida, excluding any conflict-of-laws rule or principle that might refer or subject its governance or construction to the laws of a State other than the State of Florida. The parties further agree that Leon County, Florida, is the exclusive and mandatory venue for any dispute, claim, or lawsuit directly or indirectly relating to, arising from, or concerning this Agreement.

#### **C. JURY TRIAL WAIVER**

**THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION IN ANY WAY ARISING OUT OF, BASED UPON, OR RELATING TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT.**

**D. ASSIGNMENT**

Coach may not assign any rights or delegate any duties under this Agreement without the prior written consent of the University. The University may assign this Agreement to any successor entity.

**E. SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

**F. NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when personally delivered, sent by certified mail, return receipt requested, or sent by overnight courier service to the addresses set forth below, or to such other address as either party may designate in writing:

**To the University:**

University President  
Florida A&M University  
1601 South Martin Luther King Jr. Boulevard  
Tallahassee, Florida 32307

**To Coach:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**G. COUNTERPARTS**

The Parties agree that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. The counterparts may be exchanged via electronic means, including but not limited to facsimile or PDF, and such electronically transmitted copies shall have the same legally binding force and effect as an original. The Parties further agree to exchange original signed copies if requested by either party for the purpose of maintaining a fully executed original. No counterparts shall be enforceable unless and until all Parties have executed the Agreement.

**H. NO WAIVER**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or the right to enforce it at a later time. Nothing in this Agreement shall be construed as a waiver of the University’s sovereign immunity as provided under Florida law.

**I. COMPLIANCE WITH LAW.**

Coach’s employment is subject to all applicable federal and state laws, regulations of the Florida Board of Governors, and policies, regulations, and procedures of the University and its Board of Trustees, as they may be amended from time to time. In the event of a conflict between this Agreement and such laws, regulations, or policies, those laws, regulations, or policies shall control, except with respect to the specific compensation and term provisions expressly set forth herein.

**J. SOLICITATION OF GIFTS**

Coach 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.

**K. PUBLIC RECORDS LAW**

Coach acknowledges that this Agreement and most records related to Coach’s employment are public records subject to disclosure under chapter 119, Florida Statutes, and other applicable law. The University cannot agree to keep the terms of this Agreement or Coach’s compensation confidential.

**L. BOTH PARTIES HAVE READ AND UNDERSTAND THIS AGREEMENT**

The Parties each acknowledge that they have read and understand the purpose and legal effect of this Agreement, and they specifically acknowledge that they have consulted with their respective attorneys before signing this Agreement. Both Parties further acknowledge that this Agreement fully, completely, accurately, and truly sets forth the entire agreement between them. Therefore, the Parties agree that signing this Agreement is done knowingly, freely, voluntarily, and without duress. Each Party represents and warrants that they have relied upon the legal advice of their attorneys in agreeing to enter into this Agreement, that the terms contained herein have been completely read and explained to them by their attorneys, and that all terms are fully understood and voluntarily accepted by them. Both Parties hereby knowingly and voluntarily waive all claims, defenses, and contentions in any way based upon their alleged lack of understanding of the terms and legal effect of this Agreement and have knowingly and voluntarily decided to accept and enter into it of their own free will and without any coercion of any nature whatsoever.

**IN WITNESS WHEREOF**, the Parties hereby knowingly and voluntarily accept and enter into this Agreement, and promise and agree to be bound by its terms as of the Effective Date first written above:

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

By: \_\_\_\_\_  
Marva B. Johnson, J.D.  
University President

Date: \_\_\_\_\_

**UNIVERSITY GENERAL COUNSEL**

By: \_\_\_\_\_  
Avery McKnight  
Vice President and General Counsel, FAMU

Date: \_\_\_\_\_

**COACH**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_