1. Selection Action Type:

Employee

## FLORIDA A&M UNIVERSITY BOARD OF TRUSTEES ADMINISTRATIVE AND PROFESSIONAL EMPLOYEES (NON-UNIT) ATHLETIC EMPLOYMENT CONTRACT

This Employment Contract is between Florida A&M University (FAMU) Board of Trustees and the below-named Administrative and Professional (A&P) Employee. This Employment Contract is not final and binding until fully executed by the President or President's designee and the Employee. The performance of any obligations by FAMU under this Employment Contract shall be subject to and contingent upon the availability of funds appropriated by the Florida Legislature or appropriate funding agency.

☐ Title Change	Department Change Sa	alary Change Other	
Employee Name: Patrick Crarey Position Title: Head Athletic Coach- Men's Basketball Position #: 20866		Employee ID: 200004594 Class Code: 9469 FTE: 1.00	
Appt. Status: Regul Division: President Pay Dept. #: 380300 Annual Salary Rate	)	Budgeted Wks: 52.2 Dept. Name: Athletics Work Dept. #: 380300 Bi-wkly Rate: \$5,747.12	
2. Effective Dates of A	Action: July 8, 2024 – June 30, 2025		
employment beyond the visiting or acting/intering Auxiliaries, or Local F	ne sixty (60) calendar days' notice period a m appointment, appointed for less than one	esignee, does not have tenure, and has no expectation as set forth in FAMU Regulation 10.106. If holding a cademic year or on soft money (Contracts and Grante indicated herein unless separated pursuant to FAM ent is required.	g a ts,
<b>3. Duties:</b> The Empl Position Description, Fresident's designee.	oyee accepts this employment and agrees Performance Objectives and other duties	to perform all duties as described on the Employee as assigned by the supervisor and/or the President	e's or
or acting/interim appor	at the will of the President or President's desintment, appointed for less than one acadeunds), employment will cease on the date	esignee and does not have tenure. If holding a visiting demic year or on soft money (Contracts and Grants indicated herein and no further notice of cessation	ts,
Further, non-reappointr pursuant to the regulation	ment, separation or termination of employn ons, policies and procedures of FAMU, as	nent by the President or President's designee may occ now existing or hereafter promulgated.	ur
Constitutions and laws	tract, including without limitation, separation as constitutionally permissible, and the realty, and the appropriate provisions of the N	on from employment, is subject to the U.S. and Floric gulations, policies and procedures of the Florida Boa NCAA Bylaws, including without limitation Article 1	ırd
between the Employee Employment Contract a	atract supersedes any and all prior agreen and FAMU, whether written or oral, exp	ments, contracts, understandings, and communication ressed or implied, relating to the subject matter of the ession of the terms of the Employment Contract between thange or ally.	nis
until and unless all sig	ent Contract nor any action or commitment gnatures have been affixed and the Employ (20) days of full execution.	taken pursuant to it is final or binding upon the particoyment Contract has been returned to the appropria	es ite
Lary Rahis	exem)	7/8/2024	
President		Date	
patrick (rarey 11		7/8/2024	

Date

## FLORIDA A&M UNIVERSITY BOARD OF TRUSTEES ADMINISTRATIVE AND PROFESSIONAL EMPLOYEES (NON-UNIT) ATHLETIC EMPLOYMENT CONTRACT ADDENDUM

## 7. Compensation in addition to salary as set out on page one:

A. <u>Signing Bonus:</u> In consideration for services and satisfactory performance of the conditions of this Agreement by Patrick Crarey ("Crarey"), the University promises to provide Coach (a) an incentive signing bonus in the amount of \$20,000 payable on or before August 31, 2024, to be paid from funds maintained in accounts of the Florida A&M University Foundation, Inc., designated for athletics administration by the Rattler Boosters, Inc., provided, however, that if for any reason Crarey is no longer employed by the University on January 31, 2025, said signing bonus shall be refundable to the University, or any amounts due to the Crarey at such time may be offset by the amount of the signing bonus and (b) an annual salary of \$150,000.00, (biweekly \$5,747.13), through and including June 30, 2025.

The University's performance and obligation to pay under this Agreement is contingent upon the availability of funding and funds budgeted and approved annually by the University's 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 the University's Administrative & Professional ("A&P") employees and as required by applicable state and federal laws and University rules, regulations and policies.

- B. <u>Complimentary Tickets:</u> Crarey shall be entitled to twelve (12) complimentary tickets provided to him from the University, at no charge, for each individual University home game sporting event.
- C. <u>Performance Incentives (if earned):</u> While Crarey is serving as Head Men's Basketball Coach ("Coach"), the University may provide the following performance incentives and no others. Crarey 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. Crarey also agrees that the University has 120 (one hundred and twenty) days to pay the incentives. Specifically, Crarey's Performance Incentives are as follows:
  - (i) Athletic: Southwestern Athletic Conference ("SWAC") and 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 to pay the following:

**Initials** 

- a. Conference Men's Basketball Champion regular season (as the Athletic Conference defines the Conference Champion): One Thousand Dollars (\$1,000).
- b. Conference Tournament Champion: Two Thousand Dollars (\$2,000.).
- c. Conference Men's Basketball Coach of the Year: Two Thousand Five Hundred Dollars (\$2,500).
- d. National Invitational Tournament appearance: One Thousand Dollars (\$1,000).
- e. Single Game Win over a Power Five Conference Opponent: Seven Thousand Dollars (\$7,000).
- f. NCAA Tournament in a Single Season The greater of:(i) Two Thousand Five Hundred Dollars (\$2,500) for a tournament appearance, or (ii) Five Thousand Dollars (\$5,000) for an initial tournament game win, plus One Thousand Dollars (\$1,000) for each tournament game win thereafter; or(iii) Fifteen Thousand Dollars (\$15,000) for a Final Four Appearance.
- D. <u>Camps:</u> Crarey, subject to state law, the NCAA, and University rules, regulations, policies and procedures, may conduct and run summer youth basketball camps beginning in the summer of 2025. Crarey 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 Crarey 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 Crarey and any assistant men's basketball coaches, to the extent allowable under state law or University rules, regulations and policies. Crarey acknowledges that he and any other University employees assisting in such camps shall be required to take annual leave while conducting such summer basketball camps for compensation.
- E. <u>Outside Employment:</u> While Crarey is employed as Coach at the University, he shall have the opportunity to pursue and engage in outside commercial endorsement activities and personal appearances that he secures on his own initiative including, but not limited to, radio shows, television appearances, personal appearances representing the University Program, apparel and footwear endorsements. These outside activities and appearances shall not conflict with any of the duties or activities referenced in this Agreement, nor shall they conflict with University rules, regulations, policies, and procedures, the NCAA, or the Conference. Such activities are independent of Crarey's employment with the University and the University shall have no responsibility or liability for any claims arising therefrom. Further, Crarey shall obtain prior written consent from the Athletic Director before pursuing any outside activity as set forth in FAMU Regulation 10.122. If such employment is approved, Crarey hereby agrees:

- a. Such outside activities shall not interfere with the full and complete performance by Crarey of the duties and responsibilities provided herein;
- b. Not to accept or receive directly or indirectly any monies, benefit or any other gratuity from any person, corporation, representatives or athletic interests (as defined in NCAA Bylaw 6.4.2), FAMU Boosters or National Alumni Association or benefactor, if such action could violate the Conference, NCAA or University rules, procedures or regulations; and
- c. To report as directed to the President and Athletics Director in writing annually or more frequently if requested by the University, all athletically related income and/or benefits he receives from sources outside the University during the term of this Agreement. The University shall have reasonable access to all records of Crarey necessary to verify such reports and Crarey's compliance with this provision.

As of the signing of this Addendum, Crarey acknowledges and represents that he has not been made any representations, oral or written, by any employee, representative or agent of the University that modifies, conflicts with, and/or vitiates the Terms of the Administrative and Professional Employee (non-unit) Athletic Employment Contract attached, hereto and incorporated by reference herein into this document and the Addendum.

This Agreement (i) shall supersede and replace any and all other prior or existing oral and/or written representations, known or unknown agreements, made to Crarey by any employee, representative or agent of the University, if any, between the University and Crarey and (ii) any and all such prior or existing oral or written representations or agreements, if any, are null, void, and of no further force or effect.

nterim President
) ata
Date
Employee
Date