

**FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY BOARD OF TRUSTEES
TALLAHASSEE, FLORIDA 32307
EMPLOYMENT AGREEMENT FOR DR. LARRY ROBINSON**

This Employment Agreement (hereinafter referred to as “Agreement”), which shall be effective as of September 15, 2016, is entered into by and between the Florida Agricultural and Mechanical University Board of Trustees (hereinafter referred to as “Board”), a public body corporate of the State of Florida, Tallahassee, Florida 32307, and Dr. Larry Robinson (hereinafter referred to as “Dr. Robinson”).

RECITALS

WHEREAS, the Board has the authority to select an interim president of Florida Agricultural and Mechanical University (hereinafter referred to as “FAMU” or “University”) pursuant to Board of Governors of the State University System of Florida (“Board of Governors”) Regulation 1.001(5)(d); and

WHEREAS, the Board selected Dr. Robinson on September 15, 2016, to serve as the Interim President of the University subject to final confirmation by the Board of Governors; and

WHEREAS, the Board wishes to employ Dr. Robinson as Interim President, and Dr. Robinson wishes to serve as Interim President and be its employee, subject to the terms and conditions of this Agreement; and

WHEREAS, the Board and Dr. Robinson desire to set forth their respective rights and obligations in this Agreement; and

NOW, THEREFORE, in consideration of mutual promises, covenants, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board and Dr. Robinson (hereinafter referred to as “Parties”) agree as follows:

1.0 Appointment:

The Board appoints and employs Dr. Robinson as Interim President of the University and Chief Executive Officer of the University as well as Corporate Secretary for the Board (hereinafter referred to as “Interim President”) subject to this Agreement. Dr. Robinson hereby accepts such appointment and employment on the terms and conditions set forth in this Agreement, and further understands that his employment as Interim President is conditioned upon final confirmation by the Board of Governors.

The performance of any financial obligations by the Board under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the Florida Legislature for current and future periods. This agreement is subject to the approval of the Board.

2.0 Term:

The Board hereby employs Dr. Robinson as Interim President for a term of one (1) year commencing on September 15, 2016, which will continue until the appointment and arrival of a permanent president subject to confirmation by the Board of Governors, whichever occurs sooner, unless otherwise terminated as provided herein. Any renewals or extensions of this agreement requires a majority vote of the Board and the written consent of Dr. Robinson.

3.0 Powers and Duties:

As Interim President, Dr. Robinson shall perform all duties required subject to the U.S. and Florida Constitutions and Laws as permissible, and the regulations, policies and procedures of the Board of Governors and FAMU Board of Trustees, as now existing or hereafter promulgated. Those duties include, but are not limited to oversight of the general operations of the University including educational leadership; faculty and community relations; long-range strategic planning; budget formulation; supervision of the University's buildings, grounds and equipment; administration of the affairs of the University consistent with Board policy; student recruitment and services; fund raising, development, public relations and alumni affairs; recruitment of personnel; appointment, promotion and dismissal of all faculty and staff; crisis management; anti-hazing; and such other duties as mutually agreed upon with the Board.

4.0 Compensation:

As compensation for the services to be performed under this Agreement, Dr. Robinson shall be paid an annual base salary of \$385,000. Any amount of the aforementioned annual base salary in excess of the amount authorized by the Florida Legislature shall be paid by the Florida A&M University Foundation, Inc. ("FAMU Foundation") or other available sources. This annual base salary shall be payable according to the pay plan for Executive Service employees at the University, with appropriate deductions for taxes and benefits.

5.0 Goal Setting:

On or before November 1, 2016, Dr. Robinson will provide the Board Chair a list of proposed goals and objectives for the 12 month period. The Board or a Committee of the Board and Dr. Robinson shall agree/finalize goals and objectives at its November 2016 Board Meeting.

6.0 Other Compensation and Benefits:

The Board authorizes the FAMU Foundation to provide Dr. Robinson with the following additional compensation and benefits:

- 6.1 Housing:** The Board authorizes the FAMU Foundation to provide Dr. Robinson a contribution in the amount of \$3,500 monthly as a supplemental housing payment, or housing allowance, so long as Dr. Robinson lives in a private residence.
- 6.2 Automobile Allowance:** An automobile allowance of \$1,200 per month.
- 6.3 Club Memberships:** To further enable Dr. Robinson to carry out his duties pursuant to this Agreement, the Board authorizes the FAMU Foundation to pay the annual fees and dues for membership in the Governor's Club and a Tallahassee area country club.
- 6.4 FAMU Business and Travel Expenses:** The Board shall reimburse Dr. Robinson for all reasonable FAMU related business and travel expenses including annual dues and membership fees for professional associations, meetings and entertainment. Events requiring the presence of Dr. Robinson's spouse, shall be at the full expense of the University. The Board may fulfill this obligation through the use of University funds or available funds within the FAMU Foundation, as appropriate. President and Spouse Travel will be audited every six months for full compliance to all State and University regulations.

6.5 Technology Support: The Board shall provide reasonable telephonic, computer, internet access, facsimile and related equipment at Dr. Robinson's private residence for the performance of his official duties, as appropriate. In addition, the University shall provide Dr. Robinson a mobile telephone for use in his official duties consistent with state law and the Board's regulations, policies and procedures as now existing or hereafter promulgated.

6.6 Other Non-Compensation: The Board authorizes the FAMU Foundation to provide Dr. Robinson with other forms of non-salary compensation in its discretion subject to prior approval of the Board at the time of the annual budget approval for the FAMU Foundation. The Interim President shall provide a report of all University-related non-salary compensation on February 28, 2017 and on September 30, 2017.

7.0 Standard Benefits:

Dr. Robinson shall be eligible to participate in all present and future benefits plans maintained by FAMU for Executive Service employees. Such benefits shall include, without limitation, health care, short-term and long-term disability, life insurance programs, retirement plans, deferred compensation plans, tax-deferred savings plans, flexible spending accounts, and annual and sick leave.

8.0 Participation on Corporate Boards and Other Outside Activities:

Dr. Robinson agrees to faithfully and diligently discharge all obligations under Agreement and to devote full-time attention and energies to his duties as set forth in this Agreement. The expenditure of reasonable amounts of time for personal or outside business, as well as charitable and professional development activities, shall be permitted in accordance with this paragraph, provided such activities do not interfere with the duties or services to be rendered under this Agreement, the Florida Code of Ethics, and applicable regulations, policies and procedures of the Board or the Florida Board of Governors as now existing or hereafter promulgated. Dr. Robinson shall not engage in any activity that conflicts with or is adverse to the best interests of FAMU.

8.1 Requirement of Prior Approval: With prior approval of the Board Chair and subject to the confirmation of the Board, Dr. Robinson may serve on the board of directors of for-profit or non-profit corporations. Any and all income earned by Dr. Robinson in connection with his service on such board of directors shall be paid to and retained by him and such income or other compensation shall have no effect on the amount of salary, compensation and benefits he is otherwise entitled to receive hereunder.

9.0 Tenure:

As a tenured Full Professor, Dr. Robinson's status as a member of the University's faculty is separate and distinct from the position of Interim President and is governed by the Collective Bargaining Agreement for the faculty and the Board's regulations, policies and procedures regarding tenure as appropriate. However, such regulations, policies and procedures have no bearing on the appointment as Interim President.

10.0 Termination:

10.1 Termination for "Cause": The Board and Dr. Robinson agree that the Board may terminate this Agreement at any time for cause upon a majority vote of the Board as set forth in the Board Operating Procedures. For the purposes of this Agreement, "cause" shall be defined as conduct determined by a majority of the Board to be:

- (a) gross negligence, non-feasance or willful malfeasance in the performance of his duties that materially harms the University;
- (b) acts or omissions by Dr. Robinson that are undertaken or omitted knowingly and felonious or fraudulent and involve material dishonesty or moral turpitude;
- (c) formal indictment or charge of the Interim President in a court of law with any felony, or any other crime involving misuse or misappropriation of University funds;
- (d) breach of any fiduciary duty with respect to the University; and
- (e) material or repeated failure to meet established performance goals or to comply with the written regulations, policies and procedures of the Florida Board of Governors or FAMU Board of Trustees or the terms of this Agreement that harms the University.

In the event of termination for cause by the Board, Dr. Robinson's employment shall cease and he shall not be entitled to any further compensation or benefits.

10.2 Termination without Cause:

- (a) Upon a majority vote by the Board casting a vote in favor of termination without cause, the Board may terminate Dr. Robinson's employment as Interim President effective at the date determined by the Board.
- (b) If Dr. Robinson decides to continue with the University as a Tenured Professor, then upon the effective date of his termination as Interim President, he shall be entitled to sabbatical benefits for the period of six (6) months equal to: (i) his annual base salary in effect at the time such a termination is effective; and (ii) health insurance benefits to the same extent as provided prior to said termination.
- (c) If Dr. Robinson declines to continue with the University as a Tenured Professor, he shall be entitled to accrued annual, sick, compensatory or administrative leave, and other sums which he is lawfully due.

10.3 Public Statement Regarding Termination: Upon the conclusion of Dr. Robinson's service as Interim President for any reason other than for cause or death, the University and Dr. Robinson shall work in good faith towards a public statement regarding the conclusion of his presidency. In the event of death or termination for cause, the University will direct and control the issuance and content of any announcement, release or other statement to any third party, including employees and other members of the University community, as well as the press.

11.0 Resignation:

Dr. Robinson may terminate this Agreement at any time upon a minimum of ninety (90) days prior notice to the Board. Dr. Robinson's employment as Interim President shall cease on the effective date of his resignation, and he shall not be entitled to any further presidential compensation or benefits as Interim President, except as set forth in the University's various benefit plans with respect to vesting and rights after termination of employment. Dr. Robinson may, at his election, assume active duties as a tenured member of the University's faculty.

In the event of discovery of conduct determined by the Board to be consistent with paragraph 10.1 that occurred prior to resignation, termination or natural expiration of this Agreement, Dr. Robinson shall not be entitled to any further compensation or benefits.

12.0 Sabbatical and Post-Interim Presidential Faculty Position:

12.1 Sabbatical: Dr. Robinson shall be entitled to the sabbatical benefits set forth in paragraph 10.2(b) if he elects to continue with the University as a Tenured Professor under the following circumstances:

- (a) the natural expiration of the term of this Agreement;
- (b) a termination without cause as set forth in paragraph 10.2; or
- (c) As for a resignation set for the in paragraph 11.0, in the event that said resignation occurs within the first six (6) months of the effective date of this agreement, the sabbatical shall be reduced by three (3) months.

12.2 Post-Presidency Faculty Position: At the conclusion of his sabbatical, Dr. Robinson may return to his tenured faculty position as a “Distinguished Professor” in the School of Environment at an annual base salary of \$203,000.00.

For the purposes of this paragraph, the definitions of “Tenured Professor” or “faculty position” shall not include senior executive, administrative or academic administrative positions of the University such as provost, vice president, associate or assistant vice president, dean, director, department chair or any other position at the University defined as “at will.”

13.0 Dispute Resolution:

The Board and Dr. Robinson agree that if any dispute arises concerning this Agreement they will first attempt in good faith to resolve the dispute to their mutual satisfaction.

13.1 Mediation: If the Board and Dr. Robinson are unable to resolve their disputes informally, they both agree that any controversy or claim that either party may have against the other arising out of or relating to the construction, application or enforcement of this Agreement, as well as any controversy or claim based upon the alleged breach of any legal right relating to or arising from Dr. Robinson’s employment and/or termination of his employment shall be submitted to non-binding mediation. Within fifteen (15) days after delivery of a written notice of request for mediation from one party to the other, the dispute shall be submitted to a single mediator chosen by the Parties in Tallahassee, Florida. The cost and fees with mediation shall be borne by the University. The Parties agree to pay their own attorney’s fees and costs.

13.2 Arbitration: If mediation, as described in paragraph 13.1, is unsuccessful, the Board and Dr. Robinson agree that they will submit the dispute to confidential, binding arbitration before one arbitrator in Tallahassee, Florida, in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (hereinafter “AAA”) then in effect. The AAA shall provide a list of three arbitrators who are National Academy of Arbitration members. Within ten (10) days of receipt thereof,

each party shall strike one, Dr. Robinson shall strike first and notify the University of such choice within ten (10) days of marking of the list and the University shall strike last. Pursuant to the Rules, discovery may include depositions, interrogatories and document production. In any controversy between the University and Dr. Robinson involving the construction, application or enforcement of this Agreement, the arbitrator must base his/her decision upon the written contract and shall not have power to modify, add to or ignore terms of the Agreement. The written decision of the arbitrator shall be final and conclusive upon both Parties and may be entered in any court having jurisdiction thereof. Arbitrator compensation and administrative fees shall be paid by the University. The Parties agree to pay their own attorney's fees and costs.

To the extent permitted by law, both Parties will use their best efforts to keep any disputes and any efforts to resolve disputes confidential, involving only their respective legal counsel and other persons determined in good faith to have a need to know. To the extent permitted by law, they will also use their best efforts to ensure that such persons do not further disclose any such information. The Board and Dr. Robinson agree that no arbitrator may be an employee at the University or have any material personal or business relationship with the Board, University, or the FAMU Foundation.

14.0 Personal Contract:

The obligations and duties of Dr. Robinson as Interim President shall be personal and not assignable or delegable in any manner whatsoever, except as set forth in Board regulations. This Agreement shall be binding upon the heirs, administrators, personal representatives, successors and assigns of both Parties.

15.0 Notice:

Unless and until changed by either party giving written notice to the other, the addresses below shall be the addresses to which all notices required or allowed by this Agreement shall be sent:

If to the University: Chair, FAMU Board of Trustees
Florida A&M University
Suite 400, Lee Hall
1601 South MLK Jr. Blvd.
Tallahassee, Florida 32307

With a copy to: Division of Legal Affairs
Florida A&M University
Suite 304 Foote-Hilyer Administration Center
1700 Lee Hall Drive
Tallahassee, Florida 32307

If to the Interim President: Dr. Larry Robinson
Office of the President
Florida A&M University
Suite 400, Lee Hall
1601 South MLK Jr. Blvd.
Tallahassee, Florida 32307

With a copy to:

16.0 Severability:

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 in all respects as if the invalid or unenforceable provision is not contained herein.

17.0 Waiver:

Any party's failure to enforce strict performance of any covenant, term, condition, promise, agreement or undertaking set forth in this Agreement shall not be construed as a waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking set forth herein, or waiver or relinquishment of the same covenant, term, condition, promise, agreement or undertaking at any time in the future.

18.0 Counterparts:

This Agreement may be executed in counterparts, and by the Parties on separate counterparts each of which, when so executed, shall constitute one of the same instrument.

19.0 No Trust Fund:

Nothing contained herein and no action taken pursuant to the provisions of this Agreement shall create or be construed to create a trust of any kind.

20.0 Confirmation Required:

This Agreement shall become effective only upon confirmation of Dr. Robinson as Interim President by the Florida Board of Governors.

21.0 Governing Law:

This Agreement shall be construed and interpreted, and the rights of the parties determined in accordance with the U.S. and Florida Constitutions and Laws as permissible, and the regulations, policies and procedures of the Board of Governors and FAMU Board of Trustees, as now existing or hereafter promulgated. The Parties hereby agree to submit to the jurisdiction of Florida courts and federal courts located in Florida. Further, the Parties agree that proper venue for any suit concerning this Agreement shall be Leon County, Florida, or the Federal Northern District of Florida.

22.0 Entire Agreement and Modification:

This Agreement sets forth the entire agreement between the Parties 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 be modified or amended only by mutual written consent of the Parties.

23.0 Public Disclosure:

The Parties acknowledge that this Agreement is subject to the Florida Public Records Law, Chapter 119, Florida Statutes, or other provisions, and may, therefore be subject to disclosure by and in the manner provided by law.

24.0 Headings and Miscellaneous:

The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement. The terms “Board,” “FAMU Board of Trustees,” “University” and “FAMU” as used herein, where applicable or appropriate, shall be deemed to include or refer to any duly authorized board, committee, officer or employee of said entity.

IN WITNESS WHEREOF, Dr. Larry Robinson and the authorized representative of the FAMU Board of Trustees have executed this Agreement on the day and year as provided below.

Executed By:

Kelvin Lawson, Chair
FAMU Board of Trustees

Date

Witness:

Date

Appointment Accepted:

Dr. Larry Robinson
Interim President

Date

Witness:

Date