

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT
Between Florida Agricultural and Mechanical University and Dr. Larry Robinson

This Second Amendment to the Employment Agreement (hereinafter referred to as “Amendment”), which shall be effective as of April 28, 2020, 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 and Dr. Robinson entered into a certain Employment Agreement, (Original Employment Agreement) effective as of December 31, 2017, to serve as the President of the University and confirmed by the Board of Governors of the State University System of Florida (Board of Governors); and

WHEREAS, paragraph 5.2 of the Original Employment Agreement states that commencing July 1 and concluding not later than October 31 of each year, the Board shall evaluate Dr. Robinson’s performance based on his achievement of mutually agreed upon specified goals and objectives and such other criteria as the Board deems appropriate; and

WHEREAS, Dr. Robinson has provided certain approved annual goals to the Board, and the inclusion of critical data of such goals will not be available until June 30 of each year, which is the end of the fiscal year; and

WHEREAS, Dr. Robinson will submit his annual evaluation to the Board on or before July 15 of each year, after which the Board will then initiate its evaluation of Dr. Robinson on July 16 rather than July 1 of each year;

WHEREAS, the Board and Dr. Robinson desire to modify certain terms and conditions of the Original Employment Agreement as set forth below;

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. **Incorporation of Recitals.** The Recitals to this Amendment are incorporated and made a part of this Amendment.
2. **Attachment of Original Employment Agreement.** A true and correct copy of the Original Employment Agreement is attached hereto as Exhibit “A”.
3. **Compensation.** Paragraph 5.2 of the Original Employment Agreement is deleted in its entirety and replaced with the following:

5.2 Evaluation: On or before July 15, 2020, and no later than each July 15 thereafter, Dr. Robinson shall initiate the evaluation process on such approved goals and objectives for the applicable rating period by submitting to the Board a self-appraisal of said period's performance. The appraisal shall address performance related to each of the goals and objectives agreed upon for said period's performance.

Commencing July 16 and concluding not later than October 31 of each year, the Board shall evaluate Dr. Robinson's performance based on his achievement of the mutually agreed upon specified goals and objectives and such other criteria as the Board deems appropriate.

4. **Effect.** If there is any conflict between the terms and provisions of this Amendment and the terms and provisions of the Original Employment Agreement or any amendments thereto, the terms and provisions of this Amendment shall govern. Except as specifically set forth herein, all other provisions of the Original Employment Agreement and any subsequent amendments or renewals thereto shall remain in full force and effect and be binding upon the parties in accordance with their terms.

IN WITNESS WHEREOF, Dr. Larry Robinson and the authorized representative of the Board of Trustees have executed this Amendment with an effective date as noted above.

DR. LARRY ROBINSON

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

By: _____
Larry Robinson, Ph.D.

By: _____
Kelvin Lawson, Chair

Approved as to Form.

FAMU OGC Attorney