

AMENDED EMPLOYMENT AGREEMENT BETWEEN
FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY
BOARD OF TRUSTEES
TALLAHASSEE, FLORIDA 32307
AND DR. ELMIRA MANGUM

This Amended Employment Agreement (“Amended Agreement”) by and between Florida Agricultural and Mechanical University Board of Trustees (“the Board”) and Dr. Elmira Mangum (“Dr. Mangum”) is made this ___ day of September, 2016.

RECITALS

WHEREAS, the Board and Dr. Mangum (“the Parties”) entered into an Employment Agreement for the position of President of Florida Agricultural and Mechanical University (“FAMU” or “the University”) with an effective date of April 1, 2014 (“the Employment Agreement”); and

WHEREAS, the Parties have come to mutual agreement that it is in the best interest of the University to amend the Employment Agreement to allow for a leadership transition;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Employment Agreement according to the terms and conditions set forth below:

1. Effective Date, and Effect of Amended Agreement: Subject to final execution by both parties, this Amended Agreement shall be considered effective as of the date of approval by the Board of Trustees consistent with the Board’s Operating Procedures. Upon final execution, this Amended Agreement shall replace in full all provisions of the Employment Agreement except as explicitly incorporated into this Amended Agreement.
2. Administrative Leave: Dr. Mangum shall step down from the position of President of the University, effective immediately upon approval of the full Board of Trustees, and shall be placed on paid administrative leave through March 31, 2017.
 - a. Dr. Mangum’s salary through March 31, 2017 shall be her base salary as of September 1, 2016 under Section 4.0 of the Employment Agreement, including any increases to said base salary which she received between April 1, 2014 and September 1, 2016. Dr. Mangum shall be entitled to receive those standard benefits, as described in Section 8.0 of the Employment Agreement, which she was receiving as of September 1, 2016; provided, however, that she shall not receive or accrue annual, sick and other forms of leave (other than administrative leave) while she is on administrative leave.
 - b. While on paid administrative leave, she shall remain an employee of the University, provided that she shall make herself reasonably available at no additional

compensation for consultation and advice to the Board, the interim president and, if applicable, the next president, including, but not limited to providing a list of pending items with the associated deadlines and responsible leads (short term and long term) that pertain to the University's operation (accreditations, plan submissions, etc.).

3. Sabbatical: Effective April 1, 2017, Dr. Mangum shall be entitled to receive a sabbatical of up to twelve (12) months' duration, provided that, if Dr. Mangum commences employment outside of the University during the sabbatical, said sabbatical shall terminate effective on the day before commencement of such outside employment. While on sabbatical, Dr. Mangum shall receive (a) a salary equal to her base salary as of September 1, 2016, and (b) health insurance benefits to the same extent as provided during her term as President. While on sabbatical, Dr. Mangum shall engage in customary professional development activities.
4. Tenured faculty position: Dr. Mangum shall have the option upon completion of her sabbatical to be employed as a Tenured Professor in the College of Education at the University, with all the rights and privileges afforded to such appointment.
 - a. Said Tenured Professor position shall subject to the same Board regulations, policies and procedures available to other tenured faculty of the University, and shall be governed by the collective bargaining agreement for the faculty and the Board's regulations, policies and procedures regarding tenure, except to the explicitly provided otherwise under this Amended Agreement.
 - b. During the first year of her post-sabbatical faculty position, Dr. Mangum shall receive a base salary equal to ninety percent (90%) of her base salary as of September 1, 2016. After the first year of her post-sabbatical faculty position, Dr. Mangum shall receive a base salary equal to that of the highest paid professor of the University. For purposes of this Amended Agreement, 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."
 - c. Dr. Mangum shall notify the Board by October 2, 2017 whether or not she wishes to return to the University to assume the Tenured Professor position described in this Paragraph 4.
5. Presidential Residence: Dr. Mangum shall vacate the President's residence within thirty (30) days after the effective date of her stepping down from the presidency. Dr. Mangum shall receive up to \$7,500 in reasonable moving expenses to move out of the President's residence.
6. Legal Fees: Dr. Mangum shall be reimbursed for legal fees in the amount of \$6,500.

7. **Taxation: The Board and FAMU make no representation as to the taxability of the amounts paid to Dr. Mangum under paragraphs 6 and 7 of this Amended Agreement. Dr. Mangum agrees to pay federal or state taxes, if any, which are required by law to be paid with respect to said payments. Moreover, Dr. Mangum agrees to hold FAMU and the Board harmless from any interest, taxes or penalties assessed against FAMU by any governmental agency as a result of the non-payment of taxes on any amounts paid to Dr. Mangum under the terms of this Amended Agreement.**

8. GENERAL RELEASE OF CLAIMS.

a. Dr. Mangum hereby knowingly and voluntarily releases and forever discharges the Board, the University, its parents, predecessors, successors, assigns, subsidiaries, affiliates, and insurers, and their past, present and future directors, officers, employees, agents, insurers and attorneys, both individually and in their capacities as directors, officers, employees, agents, insurers and attorneys (collectively “Releasees”) of and from any and all claims (including but not limited to actions for compensatory damages, pain, suffering and emotional distress), whether known, unknown, anticipated, unanticipated, disclosed or undisclosed, against any of the Releasees which Dr. Mangum has or might have as of the date of execution of this Amended Agreement, including, but not limited to, any claims arising out of or in any way connected with Dr. Mangum’s employment or termination of employment with the Board and FAMU. Such claims include, but are not limited to, any claim that has been, could have been or could be alleged under:

- Title VII of the Civil Rights Act of 1964, as amended;
- The Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- The Employee Retirement Income Security Act of 1974 (“ERISA”), as amended (except for any vested benefits under any tax qualified benefit plan);
- The Immigration Reform and Control Act, as amended;
- The Americans with Disabilities Act of 1990 (the “ADA”), as amended;
- The Age Discrimination in Employment Act of 1967 (the “ADEA”), as amended;
- The Family and Medical Leave Act of 1993, as amended;
- The Equal Pay Act;
- The Fair Credit Reporting Act;

- The Worker Adjustment and Retraining Notification Act, as amended;
- The Occupational Safety and Health Act, as amended;
- The Sarbanes-Oxley Act of 2002;
- The National Labor Relations Act;
- The Genetic Information Nondiscrimination Act of 2008;
- The Florida Civil Rights Act – Fla. Stat. § 760.01, et seq.;
- Florida’s Private-Sector Whistle-blower’s Act – Fla. Stat. § 448.101, et seq.;
- Florida’s Statutory Provision Regarding Retaliation/Discrimination for Filing a Workers Compensation Claim – Fla. Stat. § 440.205;
- Florida’s Statutory Provision Regarding Wage Rate Discrimination Based on Sex – Fla. Stat. § 448.07;
- The Florida Equal Pay Act – Fla. Stat. § 725.07;
- The Florida Omnibus AIDS Act – Fla. Stat. § 760.50;
- Florida’s Statutory Provisions Regarding Employment Discrimination on the Basis of and Mandatory Screening or Testing for Sickle-Cell Trait – Fla. Stat. §§ 448.075, 448.076;
- Florida’s Wage Payment Laws, Fla. Stat. §§ 448.01, 448.08;
- Florida’s Domestic Violence Leave Act – Fla. Stat. §741.313;
- Florida’s Preservation & Protection of Right to Keep & Bear Arms in Motor Vehicles Act – Fla. Stat. §790.251;
- Florida’s General Labor Regulations, Fla. Stat. ch. 448;
- Any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance;
- Any public policy, contract, tort, or common law; or
- Any claim for costs, fees, or other expenses including attorneys’ fees incurred in these matters.

If any claim is not subject to release, to the extent permitted by law, Dr. Mangum waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which the University, the Board or any other Releasee identified in this Amended Agreement and the Employment Agreement is a party.

- b. Notwithstanding any statement to the contrary in this Agreement, nothing in this Agreement shall waive or release claims by Dr. Mangum which (i) arise after the effective date of this Agreement; (ii) are to enforce the terms of this Agreement; or (iii) relate to her benefits under any pension or retirement plan sponsored by the University.
- c. **DR. MANGUM IS ADVISED THAT SHE HAS UP TO TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS AMENDED AGREEMENT. IF SHE ELECTS NOT TO TAKE TWENTY-ONE (21) DAYS TO SIGN THIS AMENDED AGREEMENT, SHE ACKNOWLEDGES THAT THE PERIOD OF TIME USED BY HER PRIOR TO SIGNING THIS AMENDED AGREEMENT WAS AMPLE TIME TO CONSIDER AND REVIEW THIS AMENDED AGREEMENT. DR. MANGUM ALSO IS HEREBY ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO HER SIGNING OF THIS AMENDED AGREEMENT AND ACKNOWLEDGES THAT DR. MANGUM HAS DONE SO.**

DR. MANGUM AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AMENDED AGREEMENT, DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL UP TO TWENTY-ONE (21) CALENDAR DAY CONSIDERATION PERIOD.

DR. MANGUM FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AMENDED AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS DR. MANGUM HAS OR MIGHT HAVE AGAINST RELEASEES.

- 9. Personal Contract: The obligations and duties of Dr. Mangum shall be personal and not assignable or delegable in any manner whatsoever. This Amended Agreement shall be binding upon the heirs, administrators, personal representatives, successors and assigns of both Parties.
- 10. Non-Disparagement: Each Party agrees that they shall not defame, disparage, or impugn the other Party, their employees, agents or Releasees at any time to any person or entity.
- 11. Severability: The invalidity or unenforceability of any provision of this Amended Agreement shall not affect the validity or enforceability of any other provision of this Amended Agreement and this Amended Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision is not contained herein.

12. Waiver: Any Party's failure to enforce strict performance of any covenant, term, condition, promise, agreement or undertaking set forth in this Amended 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.
13. Counterparts: This Amended Agreement may be executed in counterparts, and by the Parties on separate counterparts each of which, when so executed, shall constitute but one of the same instrument.
14. 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.
15. Governing Law: This Amended 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 constitutionally permissible, and the regulations, policies and procedures of the Florida Board of Governors and FAMU Board of Trustees, as now existing or hereinafter 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 Amended Agreement shall be Leon County, Florida, or the Federal Northern District of Florida.
16. Entire Agreement and Modification: This Amended 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, including without limitation the Employment Agreement. This Amended Agreement may be modified or amended only by mutual written consent of the Parties.
17. Public Disclosure: The Parties acknowledge that this Amended 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.
18. Headings and Miscellaneous: The headings contained in this Amended Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Amended 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.
19. Legal Representation: Dr. Mangum acknowledges that she has had the opportunity to consult with an attorney of her choice prior to execution of this Amended Agreement. Dr. Mangum acknowledges that she has not relied on any representations, promises, or agreements of any kind made to her in connection with her decision to sign this Amended Agreement, except those set forth in this Amended Agreement.

Dated: September ____, 2016

Dr. Elmira Mangum

Dated: September ____, 2016

Kelvin Lawson, Chairman
FAMU Board of Trustees