

**FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY
EMPLOYMENT AGREEMENT
(Vice President and Director, Intercollegiate Athletics)**

This Employment Agreement (“Agreement”) is made and entered into by and among the Florida Agricultural and Mechanical University Board of Trustees (“University” or “FAMU”), a public body corporate of the State of Florida, and Kortne Gosha (“Gosha”) (individually “Party” and collectively the “Parties”) as follows:

1. **PURPOSE.** It is the purpose of this Agreement, which is based upon the mutual intent of the Parties, for Gosha to serve as the Vice President and Director, Intercollegiate Athletics (“VPDIA”), under the terms and conditions set forth herein, and in accordance with all applicable University regulations and policies. It is further the intent of the Parties that Gosha be responsible for overseeing the administration of all aspects of the University’s intercollegiate athletic programs (the “Programs”), subject to the oversight and supervision of the University’s President, including without limitation, developing and maintaining the University’s Programs in compliance with the regulatory criteria of the National Collegiate Athletic Association (“NCAA”) and Mid-Eastern Athletic Conference or other successor conference (“Conference”) (collectively “Athletic Requirements”), and the University’s regulations and policies.

2. **GOSHA’S REPRESENTATIONS.** Gosha warrants and represents to the University the following:

A. He has the necessary knowledge, skills, qualifications and experience to serve as the VPDIA.

B. He is legally competent and able to enter into this Agreement and there exists no conflicting obligations or agreements with another college, university, or other individual entity that prevents him from entering into this Agreement and fully performing the duties required by the Agreement.

C. He is familiar with and shall comply with all Athletic Requirements regarding the University and his responsibilities. Gosha further acknowledges and agrees that he is familiar with and shall comply with all University’s regulations and policies regarding his employment and the University’s regulations and policies applicable to the Programs’ student-athletes.

D. He has fully disclosed to the President and the University’s NCAA Compliance Officer: (i) any and all past investigations of alleged violations of Athletic Requirements in which he has been involved directly, indirectly, as a witness or in some other capacity; (ii) any lawsuits filed against him in his official or personal capacity arising out of any of his prior employment relationships; or (iii) any and all instances in which he was investigated for misconduct related to the performance of his employment, including any alleged inappropriate misconduct involving former co-workers or the student-athletes under his direction or authority.

3. **TERM OF AGREEMENT.** The Parties agree that Gosha will serve as the VPDIA for a term commencing December 3, 2019, and ending December 2, 2022 (“Term”), unless this Agreement is otherwise modified or terminated by the Parties in accordance with the requirements

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set forth in this Agreement. Gosha hereby accepts such employment on the terms and conditions set forth in this Agreement.

4. **DUTIES.** Gosha agrees that throughout the term of this Agreement, he will devote his full-time efforts and abilities for the exclusive benefit of the University, and to serve as the VPDIA. Gosha's duties and obligations shall include, but not be limited to, the following:

- A. Gosha acknowledges and agrees that he must abide by any and all applicable laws, Athletic Requirements and University regulations and policies including, without limitation, those relating to the conduct, administration and control of the Programs. Gosha acknowledges and agrees that he is responsible for the overall strategic planning, supervision, management, direction, and leadership of the Programs in an efficient and effective manner to achieve the goals and objectives as established by the University President. Said goals and achievements shall be in concert with the mission of the University including the planning, development, implementation, and maintenance of NCAA Division 1 athletic programs for men and women that are characterized by excellence, exemplified by academic achievement and development of character, maturity and sense of fair play in athletic programs.
- B. Gosha acknowledges and agrees that he is responsible for the oversight of the fiscal operations and administration of the Programs; the responsible management of staff, budget (including maintaining a balanced budget as required by the Board of Trustees and management policies), and other resources; the recommendations for the hiring and termination of coaches and the management of coaches necessary and appropriate to assist him in meeting his responsibilities hereunder; and developing, implementing, and establishing and adhering to the Programs' annual budget. Gosha agrees to exercise fiscal integrity at all times. Gosha agrees that he is responsible for ensuring that he and all coaches show appropriate respect for all University students, faculty and staff, and that Gosha and his coaches conduct themselves in a manner that positively represents the University and its educational mission.
- C. Gosha acknowledges and agrees that he is responsible for maintaining and observing the principles of institutional control over every aspect of the Programs and recognizing and respecting the attendant University relationships and organizational structure. Gosha shall require and use his best efforts to ensure institutional control of the Programs is sustained through the development, implementation and maintenance of a vigorous and effective program for compliance with and enforcement of all applicable Athletic Requirements.
- D. Gosha acknowledges and agrees that, if at any time, during this Agreement he becomes aware, or has reasonable cause to believe, that any player, coach, or assistant coach of any of the Programs, or any University student, faculty, staff member, agent or any outside individual or volunteer who reportedly is acting on behalf of the University has violated any Athletic Requirements or University regulations, or if Gosha receives notice or information that the NCAA or Conference intends to investigate or review any alleged violations of the Athletic Requirements of one of the Programs, or if Gosha receives notice or information that any state or federal law is alleged to have been violated by any player, coach or assistant coach of any University athletic program (excluding minor traffic offense), he shall immediately report his

knowledge or belief of the situation to the President and the University's NCAA Compliance Officer.

- E. Gosha acknowledges and agrees that he or any coach under his direction who is found to have violated applicable laws, Athletic Requirements or University regulations or policies regarding required conduct may be subject to disciplinary or corrective action, up to and including suspension without pay or termination of his or her employment.
- F. Gosha acknowledges and agrees that he is aware of federal, state, and/or University laws, regulations and policies against discrimination in the admission, education program, participation and graduation of students, in the providing of financial assistance for students, and in the appointment, training, promotion, discharge and all other aspects of employment, on the basis of race, color, religion, sex, age, national origin, status as military veteran, qualified disability, marital status, sexual orientation, or any other protected group status. Gosha shall comply and provide leadership to the University in attaining the University's policies and goals in these and other areas, as they may be modified from time to time.
- G. Gosha acknowledges and agrees that he and all individuals under his direction, including coaches in the Programs, must cooperate with and support the University's faculty and administration in meeting the educational mission of the University. The University has primary responsibility and places a high priority on the academic success of its student-athletes, and Gosha agrees to support this objective by using his best efforts to ensure all classroom attendance, study table, grade point average, and graduation requirements are met by the student-athletes, and agrees to coordinate and cooperate with any academic advisor designated to work with the individual student-athletes. Gosha acknowledges and agrees that he is responsible for the Programs maintaining the minimum single-year and multi-year Academic Progress Ratings ("APR") required of Division I Programs by the NCAA.
- H. Gosha acknowledges and agrees that his responsibilities also include, without limitation: (i) the maintenance and cultivation of effective relations with the governing boards, associations, conferences, and committees that have regulatory oversight or authority over the University's intercollegiate athletic programs; institutional alumni; the media; the public; and students, faculty, staff and friends of the University; (ii) assisting in the development, direction, implementation and maintenance of a fundraising program for the benefit of the University and the Programs and making fundraising appearances and public relations appearances in coordination with the University's advancement efforts; (iii) assisting in the recruitment of student-athletes as requested by the head coach of a sport consistent with all applicable Athletic Requirement; (iv) performing all other duties customarily performed by a VPDIA of commensurate rank serving other NCAA member institutions; and (iv) performing such other duties as assigned by the President and/or his designee.
- I. Gosha acknowledges and agrees that the University shall own all broadcasting and telecasting rights to all live and recorded coach's or Programs' shows, call-in programs, post-game and pre-game interviews, highlight shows, replay shows and other programs (hereinafter, called "Shows") that may be offered currently or in the future on media outlets including, but not limited to, radio and all forms of television,

internet, satellite cable, broadband, high definition TV, DVD, video cassette, wireless and video-on-demand. The University shall be entitled, at its option, to produce and market the Shows or negotiate with third parties for the production and marketing of the Shows. Gosha also agrees to work with the University in an effort to make the Shows successful. Gosha also agrees to, and hereby does, conditionally assign to the University or its then-current rights holder of one or more of the Programs all rights, title and interest in his name, nickname, initials, facsimile signature, likeness, photograph, and derivatives thereof, and his picture, image and resemblance and other indicia closely identified with Gosha in connection with the Programs, such assignments to be in effect during the Term hereof only.

- J. Gosha agrees and accepts the terms and condition for employment outlined in this Agreement including, without limitation to, Section 1012.80, Florida Statutes, federal law, and the Florida Constitution and other laws as constitutionally permissible, the rules, regulations, policies and procedures of the Florida Board of Governors and the University as now existing, amended, or hereafter promulgated.

5. COMPENSATION & OTHER BENEFITS.

- A. Annual Salary. Gosha will be entitled to an annual base salary in the amount of two hundred thousand dollars (\$200,000), biweekly in the amount of seven thousand six hundred and sixty-two dollars and eighty-four cents (\$7,662.84) and with the normal fringe benefits accorded to employees in the Executive Service Pay Plan. Gosha's base salary is subject to the appropriate deductions for taxes and benefits pursuant to regular University payroll practices and further subject to the availability of funds in the University's athletic department's annual budget.

- B. Performance Incentives. The VPDIA position is classified as Executive Service and reports only to the President. Gosha is eligible for annual incentive payments from nontax revenues and nonstate appropriated funds upon the achievement of certain designated performance goals and objectives in the following areas:

- (1) Gosha will receive \$20,000 for securing Programs competitions (individual athletic program games or sport competitions) that generate in excess of \$600,000 in total revenues for each academic year as determined by the University's academic calendar.

- (2) Gosha will receive \$25,000 for exceeding external fundraising and marketing goals for the University's athletic department and Programs that are in excess of \$750,000 in cash year one (1) of this Agreement; \$35,000 for exceeding external fundraising and marketing goals for the University's athletic department and Programs that are in excess of \$850,000 in cash year two (2) of this Agreement; \$50,000 for exceeding external fundraising and marketing goals for the University's athletic department and Programs that are in excess of \$1,000,000 in cash year three (3) of this Agreement.

The annual incentives shall be paid to Gosha within the calendar year in which Gosha has performed the above stated performances. All incentive payments are contingent upon Gosha maintaining a balanced operational budget within the athletics department, inclusive of the aforementioned incentives.

- C. VPDIA Suite. For business purposes, Gosha shall be provided the use of one suite in Braggs Memorial Stadium and the Alfred Lawson, Jr. Multipurpose Center for all University-sponsored intercollegiate athletics events. The suite shall be used for the benefit and promotion of the Programs.
- D. Complimentary Tickets. Gosha shall have twelve (12) complimentary tickets provided to him from the University, at no charge, for each individual University home game sporting event.
- E. Cell Phones. Cell phone services (or reimbursement) will be provided for Gosha in the reasonable discretion of the University and in accordance with existing University policy and applicable law.
- F. Moving Expenses. Gosha shall be provided with reimbursement of moving expenses to relocate for employment purposes according to state and University moving expenses policies and subject to the maximum amounts therein. The University also will provide reimbursement for up to two (2) house hunting trips to Tallahassee, Florida, according to state and University policies and subject to the maximum amounts therein.
- G. Business Vehicle. Gosha shall be provided with a courtesy vehicle for business use pursuant to University regulation and policy and/or state law. Fuel, insurance and maintenance of the business vehicle shall be pursuant to University regulations and policy and state law.
- H. Benefits. Gosha is employed by the University as an FLSA exempt Executive Service employee with employment terms governed by this Agreement. Gosha is an Administrative and Professional (A&P) Executive Service employee and will receive any and all regular, full-time employment benefits provided by the University to A&P Executive Service non-tenure earning at-will employees at the University including, but not limited, to annual and sick leave. Gosha agrees that he shall be subject to the same University regulations, policies and payroll practices applicable to A&P Executive Service employees unless expressly waived or superseded by the terms of this Agreement. Gosha acknowledges that all regular A&P Executive Service employment benefits may be adjusted from time to time as provided by the State of Florida and/or the University.

6. OUTSIDE ACTIVITIES. Gosha acknowledges and agrees that the performance of the duties set forth herein are his primary responsibilities to the University, and further agrees that he will not engage in any other activity that may reflect detrimentally on or adversely affect the reputation of the University or that is in conflict with his primary responsibilities as VPDIA or with the University's interest or educational mission. Further, Gosha acknowledges and agrees that he must obtain prior written approval of the President before engaging in any outside employment or other non-paid activities other than his responsibilities to the University. Gosha shall annually report to the President outside employment for compensation including, but not limited, to all athletically-related income and benefits from sources outside the University and the time spent on all outside employment. The report shall include a detailed accounting of all income received by Gosha for participation in any outside activities. The date by which such reports must be submitted shall be determined by the University. Gosha shall effectively communicate to outside

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employers that any approved outside employment is Gosha's responsibility and that Gosha does not act as any agent or representative of the University in any such outside employment. University facilities, property, staff or team images shall not be used in such outside employment except with permission of the President, and payment of appropriate fees may be required. Under no circumstances shall the University guarantee any such outside employment. All outside employment shall be independent of Gosha's employment, and the University shall have no responsibility or liability for claims arising therefrom. In the event the University dismisses Gosha or terminates this Agreement, regardless of the reason or timing of such action, Gosha acknowledges and agrees that he shall have no claim or cause of action against the University or its guarantors for loss of contract or income Gosha may have otherwise received from outside employment.

7. **SOLICITATION OF GIFTS.** Gosha 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.

8. **TERMINATION OF EMPLOYMENT & OTHER DISCIPLINARY ACTIONS.** The Parties acknowledge and agree that the services Gosha will provide as VPDIA are the essence of this Agreement. The Parties recognize that except as provided herein, separation of Gosha's employment is governed by the University's regulations and policies.

A. **Prohibited Activities.** In addition to the University's regulations and policies, the following is a non-exclusive list of prohibited activities or omissions that, if violated, may lead to discipline for Gosha including, but not limited to, suspension for a period of time with or without pay or termination of employment and this Agreement for cause:

1. Failure or refusal by Gosha to comply with any of the terms of this Agreement, neglect by Gosha of any of the duties required by this Agreement, an unwillingness to perform such required duties to the best of Gosha's ability, or other breach of this Agreement.
2. Any violation by Gosha or failure by Gosha to report such a violation of which he becomes or reasonably should have become aware by any coach, assistant coach, staff members, student-athlete or any other person under Gosha's supervision and/or control of the Athletic Requirements, or misleading or failing to timely and accurately respond to any reasonable requests or inquiries by the NCAA, the Conference, the University or any other governing body concerning or related to the supervision of the Programs, or failure of any Program to maintain the minimum single and multi-year APRs required of such programs by the NCAA.
3. Directing or otherwise instructing any coach, assistant coach, student-athlete, or any other individual to mislead, or to fail or refuse to respond or provide information or documents in response to any reasonable requests or inquiries by the NCAA, the Conference, the University or any other governing body concerning or related to the Programs or any other college or university athletics program with which Gosha may have been involved in the past.
4. Failure or refusal by Gosha to report immediately to the University's NCAA Compliance Officer when Gosha knows or should have known or has reasonable cause to believe

any of the following events have occurred, or are about to occur:

- (a) Any member of a Program including, but not limited to, any student-athlete, coach, assistant coach, or staff member, has or may have violated, or allowed or caused to be violated, any Athletic Requirements, law or University regulations or policies, or has engaged in any serious or intentional violation of the law, or the University's regulations or policies;
 - (b) The NCAA or the Conference intends to investigate or review any alleged violations of Athletic Requirements by a Program as of the date of appointment, excluding any violations that predate this Agreement; or
 - (c) Any student, faculty or staff member, agent of the University, or any outside individual reportedly acting on behalf of the University who has a direct relationship with Gosha has, or may have, violated, or allowed or caused to be violated, or is alleging to know of a violation of any Athletic Requirements, law or University regulation or policy;
5. Any fraud or dishonesty by Gosha while performing the duties required by this Agreement including, but not limited to, falsifying, altering or otherwise fraudulently preparing any document(s) or record(s) of, or required by, the University, the NCAA, or the Conference pertaining to recruits or student-athletes, transcripts, eligibility, forms, compliance reports, financial or expense reports, or any document pertaining or related to the Programs;
 6. Engaging in, assisting, encouraging, or soliciting others to engage in bookmaking, illegal gambling, or betting of any type involving any intercollegiate or professional athletic contest;
 7. Possession, use, sale or manufacture of any narcotics, drugs, or other controlled substances or steroids or other chemicals in a manner prohibited by law or applicable Athletic Requirements, or allowing, encouraging, or condoning the possession, use, sale, or manufacture of any narcotics, drugs, or other controlled substances or steroids or other chemicals by any student-athlete, coach, assistant coach, or staff member, in a manner which is prohibited by law or by Athletic Requirements, or failure or refusal to fully participate and cooperate in the University's implementation and enforcement of any drug/alcohol testing program;
 8. Engaging in conduct which, in the sole determination of the University, violates any law 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 mission, operations, or reputation of the University including, but not limited to, acts of dishonesty, misrepresentation, fraud, violence, the abuse of alcohol drugs, domestic violence or spousal abuse, or other acts of violence, assault, or moral turpitude. Also, any conduct that results in a plea of guilty or nolo contendere by Gosha for any crime (except for minor traffic offenses), or criminal charge for which adjudication or prosecution was deferred or withheld (except for minor traffic offenses);
 9. Failure to fully and accurately report all additional sources of income in accordance with

law, Athletic Requirements, University rules, regulations and policies, and this Agreement, or any other conduct by Gosha which, in the sole judgment of the University reflects adversely on the University including, but not limited to, information learned by the University after executing this Agreement that Gosha was found to have violated Athletic Requirements at any previous college, university or employer; or

10. Prolonged absence, i.e., at least three (3) consecutive days, from the University without consent from the President.

B. Termination Obligations.

1. Termination by University Without Cause. Notwithstanding Section 3 of this Agreement, the University may terminate this Agreement at any time, without cause, by providing Gosha with up to twenty (20) weeks written notice of such termination. If, at the time the University desires to terminate without cause, there is less than twenty (20) weeks remaining on the Term, the required notice will be reduced to the period remaining in the Term. In the event this agreement is terminated by the University without cause, Gosha's employment with the University shall cease on the effective date of the termination (i.e., the end of the requirement notice period) and after the effective date of termination, Gosha shall be entitled to compensation only for the period of time employed prior to the date of the termination. During the notice period, Gosha may be assigned to any other position for which Gosha is qualified to perform. Notwithstanding any other provision of this Agreement, during the notice period Gosha's compensation shall be fixed at his annual base salary (as defined in Section 5.A) in effect on the date that the notice of termination is delivered. No further compensation, benefits, or obligations, including, but not limited to bonuses, lump sum or base salary increases, performance or other benefit payments, or any benefits set forth in Section 5 of this Agreement, will be due and owing from either party, except as required by law.

Notwithstanding any other provisions of this Agreement and in no circumstances shall the University's liability, if any, exceed that which is prescribed in Section 215.425, Fla. Statutes, less required deductions and applicable withholdings for federal, state, and local taxes.

2. Termination by University for Cause. In the event this Agreement is terminated by the University for cause (as defined herein), Gosha's employment with the University shall cease on the date that written notice is delivered, and Gosha shall not be entitled to any further compensation or benefits whatsoever including, but not limited to, bonuses, lump sum or base increases, or any benefits set forth in Section 5.A. of this Agreement. For the purposes of this subsection 2, "cause" shall be defined as any act or omission that amounts to neglect of Gosha's duties; grave dishonesty; insubordination or derogatory comments that adversely affect the University, any Program, or the University's athletics department; or a material breach of any University regulation or policy or term of this Agreement including, without limitation, those activities prohibited under Section 8.A. above. "Cause" is further defined to include any reckless or knowing act or omission that is illegal (except for minor traffic offenses), fraudulent or involves moral turpitude or the inability of Gosha to perform the duties set forth in this Agreement.

3. Voluntary Termination by Gosha Without Cause. In the event this Agreement is terminated by Gosha without cause while Gosha is serving as VPDIA, Gosha's employment

with the University shall cease and Gosha shall pay to the University (i) \$40,000, if terminated during the first (1st) year of the Agreement; (ii) \$20,000, if terminated during the second (2nd) year of the Agreement; or (iii) \$0, if terminated during the third (3rd) year of the Agreement. Any such payments shall be due and payable to the University no later than sixty (60) days after the effective date of termination. The Parties agree that all such payments shall not be deemed a penalty, but rather are liquidated damages to compensate the University for all costs, expenses, and damages incurred by Gosha's early termination of this Agreement, which costs, expenses, and damages cannot be predicted or calculated with precision, but which will include, without limitation, the costs of searching for a replacement, assembling new support staff, maintaining continuity within the Programs, and reputational harm.

4. Termination by Gosha With Cause.

(a) In the event this Agreement is terminated by Gosha for cause (as defined in subsection 4(c) below), Gosha's employment with the University shall cease on the date that written notice is delivered and Gosha shall be entitled to payment of his Annual Salary as set forth in Section 5.A. above for the period of either three (3) months from termination; (ii) the remaining term of this Agreement; or (iii) the date Gosha begins employment in any other position, whichever is shortest. Gosha agrees to provide the University advance notice of employment elsewhere. No further compensation or obligations including, but not limited to, position reassignment, will be due and owing from either party, except as required by law. For greater certainty, it is acknowledged and agreed by the Parties hereto that the payment(s) set forth in this subsection 4(a) shall be Gosha's sole remedy in the event of termination of the Agreement for cause by Gosha, and Gosha is entitled to no other pay, severance or termination pay or any other compensation, remuneration, benefits or other amount from the University.

(b) Any payment(s) referred to in subsection 4(a) shall be subject to all such withholdings and other deductions as may be required by any and all applicable county, local or federal law, and University payroll policies. Furthermore, any payment(s) that may become due under subsection 4(a) are conditioned upon Gosha's execution of a Release and Separation Agreement in a form to be provided (and acceptable to) the University. Upon termination, Gosha shall have no further obligations under this Agreement. Gosha shall not be entitled to any other compensation and benefits set forth in this Agreement. Payment made by the University as provided above will be in full satisfaction of all claims.

(c) For purposes of subsection 4(a) above, "cause" will mean: (i) any failure of the University to pay any of the sums or benefits contemplated under this Agreement when such sums are more than thirty (30) days overdue, provided, however, that Gosha has made a written demand to the President that any sums or benefits due under this Agreement be paid and such sums remain unpaid for an additional thirty (30) day period; or (ii) a material breach of this Agreement, provided, however, that Gosha gives written notice to the President specifying the alleged material beach and the University fails to cure the alleged material breach (or initiate a cure) within sixty (60) days after such notice.

C. Termination by Death or Disability. The Parties agree that this is a personal service agreement and that in the event of Gosha's inability to perform the essential duties of his employment under this Agreement due to incapacity, as certified by two (2) physicians selected by FAMU, or death, this Agreement shall terminate and the University shall have
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no further financial obligations to Gosha, his estate, heirs, representatives or assigns, other than accrued salary and benefits up to the date of his incapacity or death.

- D. **Other Disciplinary Actions.** The University may take other disciplinary or corrective action short of termination for cause in the event of the occurrence of any act or omission that could be grounds for termination for cause or for any act or omission short of a ground for termination for cause including, without limitation, minor or nonmaterial violations of any Athletic Requirements, any term of this Agreement, or University regulations or policies. Other disciplinary or corrective action may include, but is not limited to, suspension without pay for up to thirty (30) days (extendable an additional thirty (30) days upon written notice, suspension with pay for up to ninety (90) days (extendable an additional thirty (30) days upon written notice), or other disciplinary or corrective action, which may be authorized by University regulations or policies or the provision of the NCAA enforcement procedures.
- E. **Notice and Appeal.** In the event the President determines that suspension without pay is warranted, the President will provide Gosha with written notice of the basis for the disciplinary action. Within five (5) business days after the implementation of the disciplinary action, Gosha may submit a written appeal of the disciplinary action to the President and may provide any supporting documentation that Gosha deems appropriate. The President may request further information from Gosha or any other source, and may take such further action in consideration of Gosha's appeal as the President determines in his sole and absolute discretion. The President shall provide Gosha with written notice of his disposition of the appeal. The appeal process is Gosha's sole method to negotiate or dispute any disciplinary action; Sections 14 and 15 shall not apply. The President's decision shall constitute the University's final action with respect to any such appeal.

9. **REASSIGNMENT OF VPDIA'S DUTIES.** At the discretion of the President, Gosha may be reassigned from VPDIA duties at any time during the existence of this Appointment upon ten (10) days written notice to Gosha. The University will not be liable to Gosha for the loss of any collateral income, business opportunities or benefits that may result from Gosha's reassignment.

10. **SEVERABILITY.** If, for any reason, any portion of this Agreement is held invalid or unconstitutional by any court or competent jurisdiction, such portion will be deemed a separate distinct and independent provision, and such holding will not affect the validity of any remaining portion of this Agreement.

11. **WAIVER OF CLAIMS.** The Parties agree that any and all claims any party may have against another are exclusively set forth in this Agreement and that no further damages or remedies will be owed as a result of any actual or consequential loss of the Parties, which might result from the termination of this Agreement, or from the exercise of any right set forth in Section 8 above. Such losses include, but are not limited to: loss of income or compensation; loss of any collateral income or benefits, or other business opportunities, which would have resulted from Gosha's position at the University; loss of camp, clinic or other outside activity fees, loss of expected income or opportunities, or damages that may allegedly be sustained for any alleged humiliation or defamation resulting from any termination of this Agreement, or any exercise of any right set forth in Section 8 above, or any statements or documents that may be released to the press or public as a result thereof or the release of any documents as required by law. Gosha agrees and acknowledges that he will have no right of injunctive relief.

12. **WAIVER OF DEFAULT.** Any waiver of the Parties of any default or breach of any term or
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condition of this Agreement will not be deemed or construed as a waiver of any other default or further breach of the same, or any other, term or condition of this Agreement.

13. SOVEREIGN IMMUNITY. The Parties expressly acknowledge and agree that nothing contained in this Agreement is intended to constitute a waiver of sovereign immunity by the University, and that nothing will be construed or considered to constitute a waiver or relinquishment of any of the exemptions, rights, privileges, or immunities as may be provided to the University or its offices, employees, or agents by federal or state law.

14. GOVERNING LAW. This Agreement shall be interpreted and construed and the rights and obligations of the Parties hereto shall be determined in accordance with the laws of the State of Florida, excluding its choice of law rules. Venue for any litigation arising out of this Agreement shall be in Leon County, Tallahassee, Florida.

15. MEDIATION. Any disputes arising under this Agreement must be mediated by a Florida Supreme Court Certified Circuit Court Mediator in Leon County, Florida. The Parties agree that mediation shall occur within forty-five (45) days of the date mediation is requested by either party. The mediator shall be agreed upon, but if the parties are unwilling or unable to agree, the Parties agree that a mediated agreement shall be binding on the Parties. The Parties agree to abide by the mediator's agreement, pay mediator fees promptly and share them on an equal basis. Litigation may not be commenced until after mediation has been (i) declared an impasse by the mediator, or (ii) terminated in writing by one or both parties. Consistent with the requirements of Florida Statutes Sunshine Laws, the confidentiality provisions of the Mediation Confidentiality and Privilege Act, Florida Statutes §§ 44.401-44.406 shall attach to any such presuit mediation.

16. WAIVER OF JURY TRIAL. AS A MATERIAL TERM OF THIS AGREEMENT, THE PARTIES DO EACH KNOWINGLY, WILLINGLY AND VOLUNTARILY, AND BY THEIR EXPRESS DESIRE AND INTENT, HEREBY EXPRESSLY WAIVE A TRIAL BY JURY ON ALL ISSUES, CLAIMS, COUNTERCLAIMS AND CROSS-CLAIMS OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANYONE TO INDUCE THIS WAIVER OR JURY TRIAL OR TO IN ANY WAY MODIFY OF NULLIFY ITS EFFECT.

17. PERSONAL CONTRACT. The rights, obligations and duties of Gosha shall be personal and not succeeded to, assignable or delegable in any manner whatsoever. In addition, the Parties acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of the Parties to this Agreement.

18. NO TRUST FUND. Nothing contained in this Agreement and no action taken pursuant to the provisions of this Agreement shall create or be construed to create a trust of any kind. To the extent that Gosha acquires a right to receive payments from the University under this Agreement, the University's obligation to make such payments represents an unfunded promise or covenant to pay such amount running from the University to Gosha.

19. **TOTALITY OF AGREEMENT.** This Agreement, the applicable Athletic Requirements, and the University's regulations and policies represent the entire agreement pertaining to Gosha's employment by and with the University and it supersedes any and all other prior oral or written agreements between the Parties. Additionally, each party acknowledges and agrees that they have entered into this Agreement knowingly and voluntarily after having the opportunity to review the Agreement and seek the advice of counsel regarding their respective rights in the Agreement. Further, this Agreement will be construed equally against the Parties and may not be modified or amended without the express written consent of all Parties to this Agreement.

20. **PUBLIC RECORDS.** The Parties agree and acknowledge that this Agreement and other applicable documents are subject to the Florida public records law, Chapter 119, Florida Statutes.

21. **TAXES.** All compensation and benefits received by Gosha from the University including, but not limited to, tickets, and the use of stadium and athletic suites, may be treated as taxable income and subject to taxation in accordance with IRS guidelines. Gosha agrees that he will report and pay any tax that might be due to any taxing authority that is not otherwise reported by the University.

22. **IMPOSSIBILITY.** The University may cancel this Agreement at any time upon thirty (30) day notice without further obligation due to a determination by the Florida Board of Governors or the FAMU Board of Trustees to eliminate the Programs for lack of funds or a decision to discontinue the Programs made in accordance with applicable laws, rules, regulations, policies and procedures of any and all governing bodies.

23. **NOTICE.** Any notice required or permitted to be given under this Agreement shall be sufficient if given in writing and shall be given by personal delivery, registered, or certified mail to the VPDIA's Office, if to the University, or the VPDIA's residence, as such is on file in the Office of Human Resources, if to the VPDIA.

24. **UNIVERSITY PROPERTY.** All materials or articles of information including, but not limited to, records, student records, VPDIA's records, statistics, or any other material or data in any form or medium furnished to Gosha by the University, or developed by Gosha on behalf of the University, or at the University's direction or supervision, are and shall remain the sole, proprietary and confidential property of the University.

25. **AGREEMENT HAS BEEN READ AND UNDERSTOOD.** Gosha acknowledges that he has read and understands the purpose, tenure and effect of this Agreement and he specifically acknowledges that he has had the opportunity to have been advised by an attorney, and or, has had the opportunity to consult with his attorney before signing this Agreement.

26. **MISCELLANEOUS.** The headings in this Agreement are for convenience only and shall not be used in construing or interpreting this Agreement. The term "University" as used herein, where applicable or appropriate, shall be deemed to include any duly authorized board, committee, officer, or employee of said entity. Whenever the context requires, the masculine shall include the feminine and neuter, the singular shall include the plural, and conversely.

IN WITNESS WHEREOF, Kortne Gosha and the authorized representative of FAMU Board of Trustees have executed this Agreement on_____.

Executed By: _____
Larry Robinson, President
Florida Agricultural and Mechanical University

Witness: _____

Appointment Accepted: _____
Kortne Gosha

Witness: _____