## FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY BOARD OF TRUSTEES FIFTH AMENDMENT AND EXTENSION OF EMPLOYMENT AGREEMENT FOR DR. LARRY ROBNSON 01/01/2023 THROUGH 12/31/2023

This Fifth Amendment and Extension of Employment Agreement is made effective December 8, 2022 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 Parties entered into that certain Employment Agreement dated as of December 31, 2017 pursuant to which the Parties agreed that Dr. Robinson would serve as the President of the University through and including December 31, 2020 (the "Employment Agreement"); and

WHEREAS, the Parties amended the Employment Agreement as of as of January 1, 2019, *inter alia*, increasing the regular annual compensation to Dr. Robinson by nine percent (9%) from \$385,000 to \$419,650 (the "First Amendment"); and

WHEREAS, the Parties subsequently amended the Employment Agreement as of April 28, 2020, *inter alia*, changing the annual evaluation process commencement period June 1 to July 15 (the "Second Amendment"); and

WHEREAS, the Parties subsequently extended the Employment Agreement as of December 1, 2020 extending the employment period for Dr. Robinson as President from December 31, 2020 to December 31, 2021 (the "Third Amendment"); and

WHEREAS, the Parties subsequently extended the Employment Agreement as of December 1, 2021 extending the employment period for Dr. Robinson as President from December 31, 2021 to December 31, 2022 and increasing Dr. Robinson's annual compensation by four percent (4%) - from \$419, 650 to \$436,436 (the "Fourth Amendment"); and

WHEREAS, the Board and Dr. Robinson mutually desire to extend the employment of Dr. Robinson as President of the University through and including December 31, 2023 as provided in and under the same terms and conditions of the Original Employment Agreement and to increase Dr. Robinson's regular annual compensation by three and one half percent (3.5%) and Robinson has accepted said extension and increase in compensation.

NOW, THEREFORE, for and 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:

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## **TERMS**

- 1. The Recitals to this Extension of Employment Agreement are incorporated into and made a part hereof.
- 2. A true correct copies of the Original Employment Agreement, the First Amendment, The Second Amendment, the Third Amendment, and the Fourth Amendment are attached hereto as Composite Exhibit A and made a part hereof and together hereinafter constitute the "Complete Agreement".
- 3. The term of the Original Employment Agreement is hereby extended to December 31, 2023 as approved by the Board of Governors of the State University System of Florida.
- 4. Any and all compensation adjustments, and bonuses granted to Dr. Robinson prior to the date of this Extension of Employment Agreement are hereby reaffirmed and ratified.
- 5. Paragraph 4.0 of the Original Agreement is amended to increase the regular annual compensation to Dr. Robinson by three and one half percent (3.5%) - from \$\$436,436 to \$451,711.26.
- 6. The terms and conditions of the Original Employment Agreement not in conflict with this Extension of Employment Agreement are restated and incorporated herein.

IN WITNESS WHEREOF, Dr. Larry Robinson and the authorized representative of the FAMU Board of Trustees have executed this Agreement on December 152022.

Florida A&M University Board of Trustees

December /5, 2022

Witness: Kelvin Lawson

Print Name: Linda Barge-Mies

December 15, 2022