



FLORIDA
AGRICULTURAL AND
MECHANICAL
UNIVERSITY



SUMMARY OF THE

PRESIDENTIAL SEARCH PROCESS

CREATED FOR THE FLORIDA BOARD OF GOVERNORS

JUNE 2025

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SUMMARY OF THE

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FAMU

LETTER FROM THE FAMU BOARD OF TRUSTEES

SECTION I



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

June 12, 2025

The Honorable Brian Lamb, Chair
Florida Board of Governors
325 West Gaines Street, Suite 1614
Tallahassee, Florida 32399
Re: Confirmation of Florida A&M University's President-Elect, Marva Johnson, J.D.

Dear Chair Lamb,

On behalf of the Florida A&M University Board of Trustees, it is my honor to formally present President-elect Marva Johnson, J.D., to the Board of Governors for confirmation as the 13th president of Florida A&M University.

Following the rigorous selection process conducted by the Florida A&M University Board of Trustees, the decision to nominate Ms. Johnson aligns with the institution's vision and mission to boldly strike and elevate our academic and research enterprise. I am pleased to convey our collective confidence in Ms. Johnson's capabilities to lead our institution into its next phase of academic success and excellence.

I was humbled and pleased to oversee the presidential search. I believe the dedicated 15-member search committee reflected our commitment to identifying candidates who possess the requisite qualities to advance Florida A&M University's objectives. Through a comprehensive review of more than 60 applicants, and interviews with numerous excellent candidates, Ms. Johnson emerged as one of the four outstanding finalists recommended by the search committee.

Ms. Johnson possesses extensive experience overseeing state government affairs, regulatory, state legislative matters, strategic partnerships, and strategies for government and community initiatives across nine southern states. Appointed to the Florida State Board of Education in 2014, she was elected chair in 2015 and served in that capacity for four years. During her tenure, she championed policies aimed at improving educational outcomes for all students. She played a vital role in implementing performance-based funding measures to encourage state colleges to improve student success metrics, including graduation rates. Johnson also worked to enhance accountability across the state's colleges, always with a focus on closing achievement gaps and ensuring that all students had access to high-quality, low-cost education options.

I request that the Board of Governors consider and confirm Ms. Marva Johnson, J.D., as the thirteenth president of Florida A&M University at its June 18, 2025, meeting, in accordance with Board of Governors Regulation 1.001(5) (c), and pursuant to the requirements outlined in Board of Governors Regulation 1.002.

Enclosed with this letter, you will find additional information about President-elect Johnson and the detailed search process, as mandated by Board of Governors regulations.

Sincerely,

A handwritten signature in black ink, appearing to read "Deveron Gibbons", written over a light blue horizontal line.

Deveron Gibbons, J.D., Vice Chair
Board of Trustees Florida A&M University

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PRESIDENTIAL SEARCH COMMITTEE

SECTION II

PRESIDENTIAL SEARCH COMMITTEE

TIMICKA C. ANDERSON

FAMU alumna and managing director of Citi Commercial Banking's Global Head Consumer and Retail sector

JAMAL BROWN

FAMU alumnus, trustee, Faculty Senate president and associate professor of Pharmacy Practice at the College of Pharmacy & Pharmaceutical Sciences, Institute of Public Health

JOHN CROSSMAN

FAMU trustee and president of CrossMarc Services

EISENHOWER ETIENNE

FAMU professor of Operations Supply Chain Management Information Systems & Operations Management at the School of Business and Industry

NATLIE FIGGERS

FAMU alumna, trustee and founder of The Law Office of Natlie G. Figgers

DEVERON GIBBONS

FAMU alumnus, Board of Trustees vice chair and retired senior vice president of Amscot Financial

KIM GODWIN

FAMU alumna and retired/former ABC News president

CHERYL HARRIS

FAMU alumna and senior vice president of Sourcing and Procurement at Allstate Insurance

CURTIS JOHNSON

FAMU alumnus and National Alumni Association president

LISA LABOO

FAMU alumna, FAMU Foundation Board chair, and CEO of Prosperity Investment Services

ALAN LEVINE

Board of Governors Vice Chair and Ballad Health's chairman and CEO

LORYN MAY

FAMU trustee and Student Government Association president

JEUANNE PITTER

FAMU alumna and assistant professor at School of Nursing

CURTIS TAYLOR

FAMU alumnus and Tallahassee Urban League president and CEO

RAPHAEL VAZQUEZ

Owner and operator of J.V. & Sons, Inc.



FAMU

SEARCH TIMELINE AND PROCESS

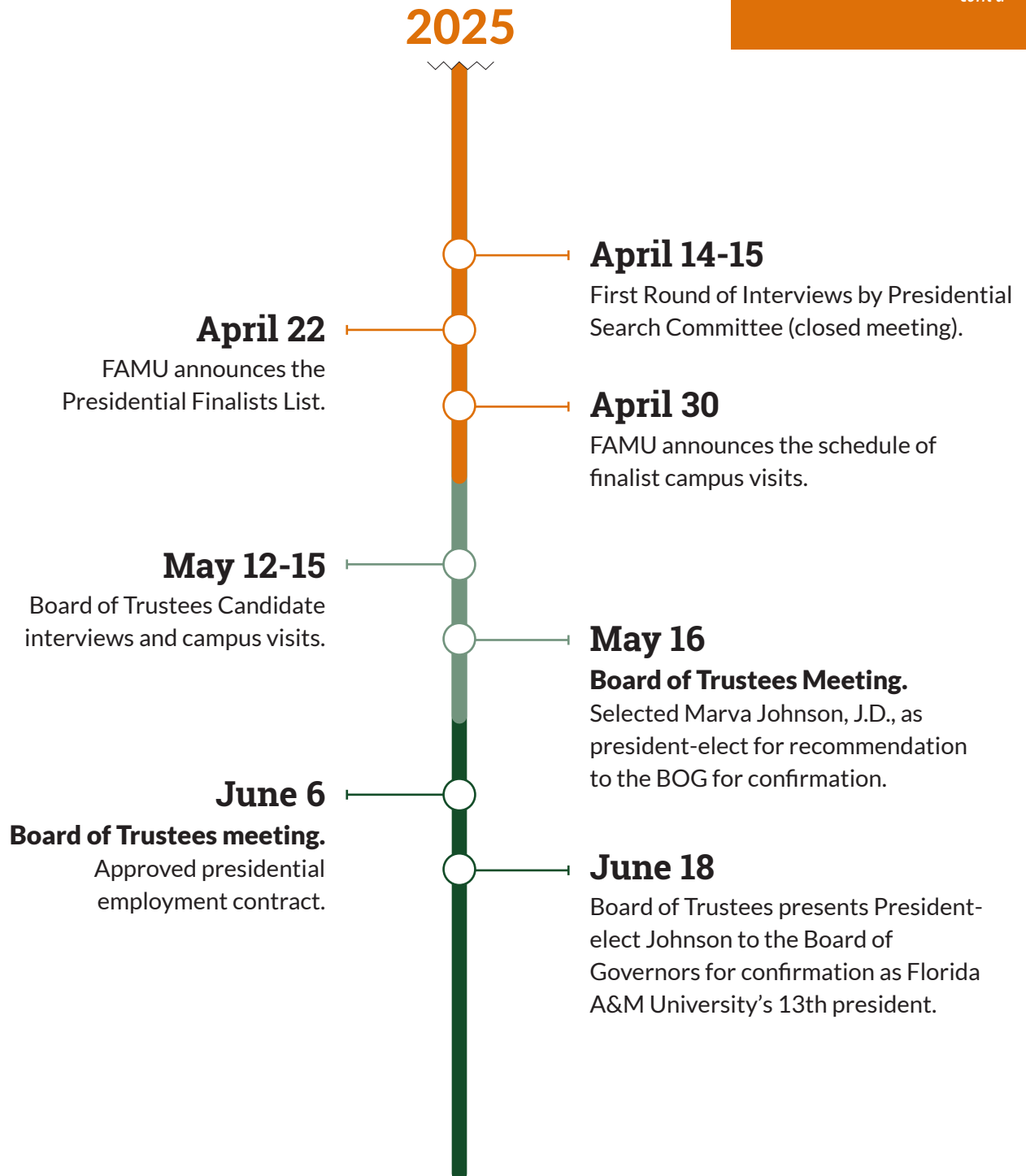
SECTION III

SEARCH TIMELINE



SEARCH TIMELINE AND PROCESS

cont'd





LEADERSHIP PROFILE

SECTION IV

The **Florida A&M University Board of Trustees** is seeking the next **President of Florida A&M University**. The right candidate should have a proven track record of leadership, be a results-driven leader who can effectively attract and manage high quality talent to enable a high-performance culture, build consensus among stakeholders, and effectively respond to the evolving educational landscape.



FLORIDA A&M UNIVERSITY

FAMU WAY

FAMU VISION

Florida Agricultural and Mechanical University will be recognized as a leading national public university that is internationally renowned for its competitive graduates, transformative research, and innovation.

ABOUT THE UNIVERSITY

Founded in 1887, Florida Agricultural and Mechanical University (FAMU), located in Tallahassee, is the third oldest university in Florida's State University System and is the state's only public historically Black university. FAMU is an energetic and dynamic institution, acclaimed for the excellent achievement of its students, alumni, faculty, and its contribution to society in the pursuit of education and research. The university works every day to continue to propel itself to the forefront of innovation and scholarship. In recent years, the University has doubled its research expenditures and outpaced its peers in student achievement rates.

With an enrollment of nearly 10,000 students, FAMU ranks among the nation's Top 100 public universities in the 2025 *U.S. News & World Report* "Best Colleges" ranking, landing at #81; #3 among Historically Black Colleges and Universities; #1 public HBCU; #20 for Social Mobility; and #152 among National Universities.

FAMU's dedication to pushing the boundaries of discovery propels it forward as one of the nation's best public universities. Across disciplines, FAMU's world-class researchers seek answers to some of humanity's most challenging problems, addressing issues that impact Florida, the nation and beyond. With \$112.4M (FY24) in research awards, FAMU is on the precipice to achieve Carnegie Classification of Institutions

of Higher Education's highest and most coveted Very High Research Activity status (R1) in the next few years.

FAMU's 14 colleges and schools, offering more than 60 undergraduate and 40 graduate degree programs, through its College of Agriculture and Food Sciences, College of Pharmacy and Pharmaceutical Sciences, Institute of Public Health, College of Education, College of Law, College of Science and Technology, College of Social Sciences, Arts and Humanities, FAMU-FSU College of Engineering, School of Allied Health Sciences, School of Architecture & Engineering Technology, School of Business and Industry, School of Graduate Studies and Research, School of Journalism & Graphic Communications, School of Nursing, and School of the Environment.

The university offers more than 100 student organizations and several fraternities and sororities. FAMU is a member of the Southwestern Athletic Conference (SWAC) and fields 14 NCAA Division 1 athletic teams.

In addition to the main Tallahassee campus, FAMU has several satellite campuses across Florida. These include the University of Law in Orlando and the University of Pharmacy and Pharmaceutical Sciences, Institute of Public Health, which has sites in Crestview, Tampa, Jacksonville, and Miami.

FAMU MISSION

Florida Agricultural and Mechanical University is an 1890 land grant, doctoral/research institution devoted to student success at the undergraduate, graduate, doctoral and professional levels. FAMU enhances the lives of its constituents and empowers communities through innovative teaching, research, scholarship, partnerships, and public service. The University continues its rich legacy and historic mission of educating African Americans.

FAMU VALUES

Florida Agricultural and Mechanical University is committed to the values of **ACCOUNTABILITY, INCLUSION, INNOVATION, and INTEGRITY**. The University also values and endorses the Board of Governors' Statement of Free Expression and expects open-minded and tolerant civil discourse to take place throughout the campus community.

FAMU BOARD OF TRUSTEES

The FAMU Board of Trustees is the governing body of the University and is charged with policymaking for the University. Trustees serve without compensation and meet at least quarterly. The president serves as the corporate secretary to the Board of Trustees. The president has the responsibility for the day-to-day management of the University.

FAMU FOUNDATION

The FAMU Foundation is a non-profit organization, established with the specific mandate to serve as a custodian of contributions from the private sector, alumni, friends, and industry. The Foundation receives, invests, and administers funds. The president serves as an ex-officio member of the Board of Directors.



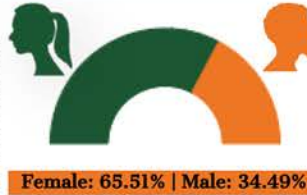
INSTITUTIONAL PROFILE, FY24-25

STUDENT POPULATION 9,313

Undergraduate: 81%

Graduate: 15%

Non-Degree Seeking: 4%



In-State: 76%

Out-of-State: 24%

2024-2025

U.S. News & World Report
COLLEGE RANKINGS

#1 PUBLIC HBCU
6 CONSECUTIVE YEARS

#20 SOCIAL MOBILITY

#81 TOP PUBLIC SCHOOL
AMONG NATIONAL
UNIVERSITIES

#87 BEST VALUE
AMONG NATIONAL
UNIVERSITIES

#1 HBCU
FOR RESEARCH AND
DEVELOPMENT
(N.S.F.)

Fulbright HBCU
Institutional
Leader

To see all college rankings, visit
<https://www.famu.edu/about-famu/index.php>

ACADEMIC PROFILES

Majors

2,036

1,163

1,136

1,104

618

511

481

439

371

352

335

313

300

118

36

Academic Area

College of Social Sciences, Arts and Humanities

School of Business and Industry

College of Science and Technology

School of Allied Health Sciences

College of Engineering

College of Pharmacy and Pharmaceutical Sciences

School of Journalism and Graphic Communication

School of Nursing

College of Education

College of Agriculture and Food Sciences

College of Law

School of Architecture

Unidentified

School of the Environment

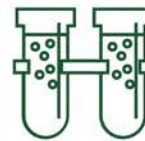
FAMU - FSU Co-Op

DEGREES / CERTIFICATES

2,138 AWARDS CONFERRED



RESEARCH AND GIVING | FY 2023



\$69.9M

Total Research
Expenditures



\$26.9M

Annual Giving



\$124.1M

Endowment Value



\$162.9M

Investment Value

CONTACT US:



Famu_1887



@FAMU_1887



FAMU1887



@FAMUTube1887



**DIVISION OF STRATEGIC
PLANNING, ANALYSIS AND
INSTITUTIONAL EFFECTIVENESS**

PERCENT OF DEGREES AWARDED BY GENDER

2023-2024 figures are comprised of Summer 2023, Fall 2023, and Spring 2024 Terms.



68%



32%

For inquiries and further information, please reach out to us:

Email: info@famu.edu

Phone: +1 (850) 599-3000

Website: www.famu.edu



THE OPPORTUNITY

The presidency at Florida A&M University (FAMU) provides a unique opportunity to lead a dynamic institution poised for continued growth and achievement. The new president will have an opportunity to expand academic and research programs to meet the growing economic demands of Florida and the nation.

FAMU seeks a bold, innovative, inspirational, and strategic visionary who will be an unwavering champion for students and the programs that have driven the institution's momentum.

The ideal candidate will be a fiscally minded, results-driven leader who has the proven ability to drive strategic direction with the experience and ability to integrate with the external constituents of the university. They must inspire excellence in others and bring exceptional experience and enthusiasm for leadership within and beyond the walls of the institution.

Moreover, the candidate must possess the presence, communication skills, and eagerness to actively engage in fundraising and to promote the university externally. The successful candidate must exhibit the highest level of integrity, earn and maintain public trust, and show a commitment to transparency, ethical leadership, shared governance, and free expression.

With a focus on continuous improvement and upward trajectory, the President will be a problem-solver, a listener, and an innovator. The President will drive the University's continued progress as outlined in the **2022–27 Boldly Striking Strategic Plan** and the **Florida Board of Governors' Strategic Plan** by enhancing the quality of the student educational experience, elevating FAMU's performance on internal and external metrics, and fostering faculty excellence.

FAMU Boldly Striking Strategic Plan

Click to download the plan 

Florida Board of Governor's 2023 Strategic Plan

Click to download the draft copy 

A confident and perceptive administrator who can make difficult decisions and pursue strategic courses of action, the President will work collaboratively with others, internally and externally, finding common ground among diverse viewpoints. The President will value the contributions of faculty and staff while seeking to advance FAMU's mission and goals to new levels.

The President will understand the significant role the institution plays in the community at large and will have an active presence in the community promoting partnerships, seeking support, and developing relationships that benefit the University, its students, and its employees. He or she will also be visible and active on all campuses.

Essential Duties & Responsibilities

Leadership and Administration

- **Strategic Leadership:** Assumes full responsibility for the organization, administration, and leadership of the University. Provides leadership for the academic programs and student support services.
- **Policy and Planning:** Makes policy recommendations to the Board of Trustees on all matters affecting the university and recognizes their oversight. Conducts appropriate planning for the University.

- **Performance Improvement:** Continually assesses productivity, student success, and financial metrics to enhance the University's performance according to the Florida Board of Governors' performance funding metrics.

Florida Board of Governor's 2023 Metrics

[Click to download the draft copy](#) 

Financial Management and Fundraising

- **Financial Oversight:** Possesses a thorough understanding of various funding models with a history of sound financial management.
- **Fundraising and Grants:** Directs and supports fundraising and grant solicitation activities to enhance financial resources available for programs and services.

Community and Partnerships

- **Partnership Building:** Promotes partnerships with businesses, educational agencies, civic organizations, military bases, and community groups to benefit the University and community.
- **Advocacy:** Advocates on behalf of the University with state and federal governments for the benefit of the University.
- **Community Engagement:** Provides leadership for the University's involvement and support in community activities. Acts as the public relations contact for the University.





Compliance and Policy

- **Policy Adherence:** Adheres to and ensures compliance with all University and Board policies in accordance with Florida Statutes and the State Board of Governors. Exercises broad discretionary power to carry out BOT policy. Serves as Corporate Secretary for the Board of Trustees, engaging in policy recommendations.
- **Legal and Accreditation Compliance:** Ensures familiarity with institutional, NCAA, and athletic accreditation processes and legal requirements, administering contracts, and recommending site locations and utilization in compliance with regulations.

Faculty and Staff Development

- **Professional Development:** Commits to professional development and success for all faculty and staff, fostering an entrepreneurial spirit and an institutional climate of professionalism.

Additional Responsibilities

- Performs other similar related duties as may be delegated by the Board of Trustees, including lending influence in the development of higher education on local, state, and national levels.

Qualifications & Experience

Educational Requirements

- Terminal degree or significant professional achievement, recognition, and prestige are required.
- Combined administrative and academic experience at a research university and experience with D1 athletics are preferred.
- Individuals with the requisite leadership experience in education, industry, government, the military, or other sectors and whose experience will further the mission of Florida A&M University will be given full consideration.



TALLAHASSEE, FLORIDA

Tallahassee is the site of the Florida State Capitol, Supreme Court of Florida, Florida Governor's Mansion, and nearly 30 state agency headquarters as well as Florida A&M University.

The city is a recognized regional center for scientific research, and home to the National High Magnetic Field Laboratory. In 2015, Tallahassee was awarded the All-America City Award by the National Civic League for the second time.

Close to the Gulf of Mexico, there is a plethora of things to do in Tallahassee. Great adventures and sites include the beaches, the Tallahassee Museum, the Florida History Museum, St. Marks National Wildlife Refuge, Mission St. Luis de Apalachee, St. Marks

Lighthouse, the Tallahassee Automobile Museum, the Florida Historic Capitol Museum, Railroad Square Art District, the Meek-Eaton Black Archives Research Center and Museum at FAMU, the Goodwood Museum and Gardens, Alfred B. Maclay Gardens State Park, Cascades Park, and many more walking and biking trails, outdoor exploration, and activities. Restaurants and shops are plentiful and superb.

Tallahassee is also known for its fabulous festivals and events, such as the Tallahassee Food and Wine Festival, the Greek Food Festival, the Harambee Festival, Springtime Tallahassee, First Friday festivals at Railroad Square, and Downtown Getdowns.

Application & Nomination Process

Confidential inquiries are welcomed, and nominations are invited.

Applications

- 1) All application packets must include the following:
 - a) Cover letter that describes strengths, skills, and knowledge that will benefit this position
 - b) Current curriculum vitae or résumé
 - c) At least five references with full contact information including e-mail (*References will not be contacted without consent from applicant.*)
- A background and criminal report will be conducted on the finalists selected for campus interviews.
- 2) Submit application materials online, preferably as PDFs. Additional information is requested with the submission of materials. **For best consideration, complete applications should be received before March 14, 2025.**

Nominations

Submit nominations with complete contact and e-mail information for the individual being nominated.

Consultants

Kenny Daugherty, President of Myers McRae Executive Search and Consulting, is conducting this search with **Brianna Douglas**, Vice President, assisting. **Request a conversation at KennyDaugherty@myersmcrae.com.**



The Florida A&M University (FAMU) is committed, as evident in our policies, principles and practices, to an educational environment and equal opportunity workplace wherein each member of the University community is free from any form of harassment and discrimination. Therefore, the University prohibits discrimination on the basis of race, religion, color, age, disability, sex, sexual harassment, sexual orientation, gender identity, gender expression, marital status, national origin, genetic information, and veteran status, or any other legally protected group status (including Title IX of the Education Amendments of 1972), in accordance with state and federal laws. Discriminatory conduct in the form of sexual misconduct, including sexual harassment, sexual assault, domestic and dating violence, and stalking, is also prohibited.

FAMU

PRESIDENT-ELECT BIO, LETTER AND CURRICULUM VITAE

SECTION V

Marva Johnson is a distinguished leader in both the telecommunications industry and public education policy. She currently serves as Group Vice President of State Government Affairs for Charter Communications where she oversees state government affairs, regulatory, local franchising, state legislative matters, strategic partnerships, and strategies for government and community initiatives across nine southern states including Alabama, Florida, Georgia, Kentucky, Maryland, North Carolina, South Carolina, Tennessee, and Virginia. Her work focuses on expanding broadband access, particularly in underserved communities.

Beyond her professional roles, Johnson is deeply committed to community service. She has served on the boards several organizations focused on providing educational opportunities to youth including the Florida Virtual School and she is currently the Chair of the Board of Trustees for the Pace Center for Girls. Her commitment to mentorship and leadership development is further demonstrated through her involvement with WICT Network (formerly Women in Cable Telecommunications).

Johnson's passion for education is evident in her public service career. Appointed to the Florida State Board of Education in 2014, she was elected chair in 2015 and served in that capacity for four years. During her tenure, she championed policies aimed at improving educational outcomes for all students. She played a vital role in implementing performance-based funding measures to encourage state colleges to improve student success metrics, including graduation rates. Johnson also worked to enhance accountability across the state's colleges, always with a focus on closing achievement gaps and ensuring that all students had access to high-quality, low-cost education options.

Johnson also holds the distinction of having served as a member of Florida's 2018 Constitution Revision Commission where she chaired the Education Committee. Her leadership in education reform has consistently focused on creating pathways to education excellence for students of all backgrounds.

Mrs. Johnson has received many accolades, including Cablefax: The Magazine's "MSO Executive to Watch" and "Top Women in Tech." Mrs. Johnson has been recognized numerous times as a member of Cablefax's Most Influential Minorities and Most Powerful Women in Cable. She has also been recognized by Florida Trend as one of the Top 100 Most Influential People in Florida Politics.

Mrs. Johnson earned a Juris Doctor from the Georgia State University College of Law, a Master of Business Administration from Emory University's Goizueta Business School, and a Bachelor of Science in Business Administration from Georgetown University. A proud member of the Alpha Kappa Alpha Sorority, Incorporated, Johnson reflects a lifelong dedication to service, leadership, and excellence. Raised in Tampa Bay and now residing in Winter Garden, Florida, she remains a formidable advocate for educational opportunity and excellence.

March 14, 2025

LETTER

The Florida Agricultural and Mechanical University Presidential Search Committee
C/O Kenny Daugherty, President
Myers McRae Executive Search and Consulting
116 Village Blvd Suite 200
Princeton, New Jersey 08540
Email: myersmcrac@myersmcrac.com

Dear Florida A&M University Presidential Search Committee,

It is an honor to be nominated for consideration for the next President of Florida A&M University (FAMU). Please accept this letter as acknowledgement of my genuine interest and humble enthusiasm of your consideration. As a senior executive with 30 years of private-sector and volunteer experience including higher education leadership, strategic planning, and operational excellence, I bring a wealth of expertise in driving institutional success through innovation, governance, and stakeholder engagement.

I am committed to fostering a culture of ethical leadership, accountability, academic excellence, and institutional transformation. My experience in fundraising, external advocacy, and strategic planning equips me to drive sustainable growth and innovation in higher education. I thrive in environments that require balancing collaboration with decisive leadership, ensuring that institutions remain adaptive and forward-thinking in an evolving landscape.

As a trusted appointed leader in Florida, I have evidenced my commitment to excellence in education through various volunteer roles including:

- Chair of the Florida State Board of Education
- Member of the Florida State Constitution Revision Commission, Chair of the Education Committee
- Board Member of the Florida College System Foundation
- Board Member of the Lastinger Center for Learning
- Board Member of the Florida Scholars Academy
- Board Member of the Pace Center for Girls

The depth of my involvement in Florida's educational process highlights my commitment to advancing the state's goal to establish an education system that allows all students to obtain a high-quality education. It would be a great honor to work with each of you in driving FAMU's continued success. I welcome the opportunity to further discuss how my experience and vision align with the mission of the State University System of Florida's Board of Governors and FAMU. I genuinely appreciate your time and consideration.

Sincerely,

Marva Brown Johnson, Esquire

Enclosure

MARVA BROWN JOHNSON, ESQUIRE

SENIOR EXECUTIVE LEADER

Higher Education Leadership | Strategic Planning | Operational Excellence Innovation & Transformation

An accomplished, senior executive with 30 years of experience leveraging legal, strategic, and business acumen to drive institutional excellence. A visionary leader with a proven ability to set strategic direction, inspire high performance, and foster continuous growth. Actively engages in fundraising, external advocacy, and consensus-building among stakeholders to advance an organization's mission. Committed to integrity, transparency, and shared governance, ensuring a culture of ethical leadership and free expression. A dynamic change agent capable of expanding academic and research programs to meet evolving economic demands while attracting and managing top-tier talent. Balances collaboration with decisive vision-setting, utilizing data-driven decision-making to propel growth.

EXECUTIVE IMPACT

- Leadership & Administration
- Financial Oversight & Management
- Policy, Planning & Compliance
- Performance Improvement & Metrics
- Community & Strategic Partnerships
- C-Suite & Board Relationships
- Stakeholder Engagement
- Professional Development
- Team Development & Leadership
- Culture Development
- Fundraising & Grant Management
- Process Optimization

"Marva is a visionary leader with an unwavering commitment to excellence. Her innately strategic thinking coupled with her focus on delivering results, makes her an exceptional leader."

– Roscoe Y., CEO & President of Young Kinsley

PROFESSIONAL EXPERIENCE

CHARTER COMMUNICATIONS • Stamford, CT • 2016 – Present

A Fortune 100 company and leading broadband connectivity company and cable operator with services branded as Spectrum.

Group Vice President (2020 – Present)

Regional Vice President, State Government Affairs (South) (2016 – 2020)

Provides executive leadership across state, local, and regulatory portfolios in 9 southeastern states, driving legislative and regulatory policies to support business objectives and enhance service delivery. Serves in a C-Suite capacity to lead an internal team of 27, including 7 direct reports, and over 50 external consultants.

- Drives broadband expansion and grant compliance, including overseeing Charter's commitment to the Rural Digital Opportunity Fund (RDOF), which provides broadband to 1.2M underserved locations—40% within the Southeast region.
- Leads local franchise relationships including franchise negotiations, ensuring infrastructure deployment and strategic community investments, and the expansion of the Spectrum Internet Assist Program for low-income families.
- Advocates for local programming, coordinating production of a news show, "In Focus," across 4 states to highlight regional issues.
- Maintains regulatory oversight to ensure compliance with state public service commissions and optimizes shared infrastructure access for network growth.
- Leads legislative advocacy to consistently achieve substantial cost savings and operational improvements.
- Facilitated securing public-private partnerships, including state and local grants, to connect 300K unserved locations.

BRIGHT HOUSE NETWORKS , LLC (ACQUIRED B Y CHARTER IN 2016) • Syracuse, NY • 2006 – 2016
Offers video, high-speed data, home security and automation and voice services. The 6th largest cable operator in the US.

Corporate Vice President, Government & Industry Affairs (2010 – 2016)

Transitioned into government affairs, managing the company's legislative and regulatory portfolios alongside technology policy duties. Led a team of 24, including 5 direct reports and external lobbyists, advancing business objectives while ensuring effective customer advocacy.

- Modernized statutory codes, ensuring telephony services met fire code compliance standards.
- Revitalized the company's Political Action Committee (PAC), securing employee engagement and funding for political advocacy.
- Repositioned Bright House as an enterprise-level telephony provider, securing major contracts, including as the official communications provider for the Republican National Convention in Tampa, FL.
- Expanded the company's market presence and enabled the company to secure district-wide contracts with school systems.

Corporate Vice President, Technology Policy & Industry Affairs (2008 – 2010)

Interim Vice President, CLEC Operations (2008 – 2009)

Led the telecommunications network operations team during management transition. Promoted to a senior external-facing role and positioned the organization and the cable industry favorably in legislative and regulatory discussions.

- Engaged with key industry groups, influenced federal policies such as net neutrality, and aligned company operations with evolving regulations.
- Developed fraud management strategies, ensured compliance with the Digital Millennium Copyright Act, and advocated for modernized telephony regulations, balancing innovation with legal and consumer protections.

Director, Carrier Services & Financial Operations (2006 – 2008)

Joined organization during a critical transition, leading the shift from reselling Verizon's telephony services to developing an independent infrastructure. Managed intercarrier functions, regulatory compliance, negotiated agreements, and oversaw finance operations for the telephony segment.

- Seamlessly migrated nearly 1M customers to company's self-provisioned network without a single failure.

EARLIER CAREER

SUPRA TELECOMMUNICATIONS (CLEARTEL) | ORLANDO , FL • Vice President & General Counsel
 KMC TELECOMMUNICATIONS (CENTURY LINK) | ATLANTA , GA • VP & Senior Counsel; Director, ILEC Compliance
 MCI (VERIZON) | ATLANTA , GA • Acting Executive Director & Senior Manager, Business Markets Product Development
 BELL SOUTH (AT&T) | ATLANTA , GA • Senior Staff, Internal Audit
 ARTHUR ANDERSEN | TAMPA , FL • Experienced Staff, Audit Division

EDUCATION

JURIS DOCTOR (J D) • Georgia State University
 MASTER OF BUSINESS ADMINISTRATION (MBA) • Emory University
 CTAM EXECUTIVE MANAGEMENT PROGRAM • Harvard Business School
 BACHELOR OF SCIENCE (BS), BUSINESS ADMINISTRATION • Georgetown University

Bar Admissions

State Bar of Georgia

Leadership

Women in Cable & Telecommunications Senior Executive Summit | Stanford University
 Leadership Florida Education Class Program

Honors & Awards

Florida 500: Most Influential Executives (Florida Trend); MSO Executive to Watch (CableFax); Most Influential Minorities in Cable (CableFax); Top Women in CableTech (CableFax); 100 Influential People in Florida Politics (Influence Magazine)

Board Experience

Chair (2 years); Executive Committee (4 years) | The Women in Cable & Telecommunications (WICT) Network

The leading organization representing women in media, entertainment, and technology.

Board Member (8 years); Chair (4 years) | Florida State Board of Education

Appointed by Governor Rick Scott, spearheaded transformative education policies, implementing accountability systems that tracked student progress through college. Enabled Florida's State College System to be recognized as the nation's best, excelling in affordability, accessibility, and workforce alignment. Championed rigorous standards, educational reform, and expanded opportunities for underserved communities. Implemented success-based policies to support increased investment in education.

Founding Board Member | Florida Scholars Academy Board

Appointed by Governor Ron DeSantis. Oversees education for state's most vulnerable students, including those in juvenile justice or state custody. Provides critical educational alternatives for better life outcomes.

Board Member & Chair | PACE Academy for Girls

Offers supplemental support and alternative learning environments to at-risk adolescent females to help them overcome challenges.

Board Member | Florida College Foundation Board

Supports fundraising and advises on expenditures to support initiatives that help the Florida College System meet its goals of responding to workforce demands and address community needs.



PRESIDENTIAL EMPLOYMENT AGREEMENT

SECTION VI

**FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY
BOARD OF TRUSTEES**

PRESIDENT'S EMPLOYMENT AGREEMENT

The **Florida Agricultural and Mechanical University Board of Trustees** (the "Board" or the "Board of Trustees"), a public body corporate of the State of Florida, on behalf of Florida Agricultural and Mechanical University ("University"), and Marva Johnson, an individual ("President" or "Johnson"), hereby enter into this President's Employment Agreement (the "Agreement"). The Board and President may be referred to individually as a "Party" or collectively as the "Parties."

Recitals

WHEREAS, the Board has the authority to select a President of the University pursuant to Regulation 1.001(5)(d) and 1.002 of the Board of Governors of the State University System of Florida ("Board of Governors"); and

WHEREAS, on December 5, 2024, the Board, pursuant to the Board of Governors Regulation 1.002, established a Presidential Search Committee; and

WHEREAS, the Presidential Search Committee, whose members included, but was not limited to, a member of the Board of Governors, Board of Trustees, as well as faculty and student members, sent four (4) finalist candidates to the Board for consideration; and

WHEREAS, on May 16, 2025, the Board authorized Trustee Nicole Washington to negotiate a presidential employment contract subject to approval by the Board and Board of Governors; and

WHEREAS, on May 16, 2025, the Board selected Marva Johnson to become the next President of the University; and

WHEREAS, Marva Johnson is willing to serve as President of the University subject to the Board of Governors confirmation of the Board's appointment of Marva Johnson as President; and

WHEREAS, the Parties acknowledge that the University will perform some of its obligations through the Florida Agricultural and Mechanical University Foundation, Inc. ("Foundation"), a Florida 501(c)(3) Direct Support Organization of the University; and

WHEREAS, the Parties desire to memorialize the terms and conditions of employment as President of the University in this Agreement.

NOW, THEREFORE, in consideration of mutual promises, covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals

- 1.1. The foregoing recitals are true and correct and incorporated by reference into this Agreement.

2. Powers and Duties of President While Serving as President

- 2.1. The President reports to the Board and is the Chief Executive Officer of the University, subject to the supervision of the Board, the laws of the State of Florida, and the rules, regulations, and policies of the Board, the University, and the Board of Governors. During the Presidential Appointment Term (as defined in Section 4.1 below), the President has the powers and duties reserved to the position of president of the University by the Florida Statutes, Board of Governors regulations, and the University regulations and other actions of the Board (collectively "Duties"), as they presently exist or may hereafter be amended. The President and the Board acknowledge and agree that the Duties hereunder are and shall be consistent with those customary for the position of a university president, including those enumerated in University Regulation 1.021, the Board of Trustees' Operating Procedures, as well as any such additional duties commensurate with such position as may be specified from time-to-time by the Board. The President has the full power and authority to direct the operation and management of the University, subject to the direction, control, and instructions of the Board.

3. Best Efforts While Serving as President

- 3.1. During the Presidential Appointment Term, the President will diligently devote her full professional time, ability, and attention to the day-to-day operations of the University, including without limitation, all administrative, executive, and academic functions. Such duties shall be rendered at the campus(es) of the University and such other place(s) as the Board or President deem appropriate for the interests, needs, business or opportunities of the University.
- 3.2. Subject to the provisions in subsections 3.3 and 3.4, during the Presidential Appointment Term, the President's expenditure of reasonable amounts of time for personal or outside business, as well as non-University related charitable and professional development activities, shall not be deemed a breach of this Agreement, provided such activities do not interfere with the services required to be rendered to the University under the provisions of this Agreement, Chapter 112 of the Florida Statutes: Code of Ethics for Public Officers and Employees, and applicable regulations or policies of the Board of Trustees or the University.
- 3.3. The President shall not knowingly engage in any activity that may be competitive with or adverse to the best interests of the Board of Trustees or the University, or that individually or collectively create a conflict of commitment with her obligations under the Agreement.

- 3.4. During the Presidential Appointment Term, the President shall seek approval from the Chair of the Board of Trustees ("Chair") prior to agreeing to serve on any boards of directors or engaging in outside employment, business or professional activities subject to the provisions of University regulation or policy, including University Regulation 10.122. Any and all income or other compensation earned by the President in connection with approved non-University outside activities shall be paid to and retained by her, and such income or other compensation shall have no effect on the amount of salary, compensation, or benefits she is otherwise entitled to receive under this Agreement.
- 3.5. During the Presidential Appointment Term, the President shall perform the duties of president for all existing and future campuses of the University, and for and at such other place or places as the Board deems appropriate for the interests, needs, business, or goals of the University.

4. Presidential Appointment Term; Evaluation; Renewal

- 4.1. Presidential Appointment Term. The appointment as President ("Presidential Appointment Term" or "Term") shall be for a term of five (5) years, commencing on August 1, 2025. This appointment and the Agreement are renewable by mutual written consent of the Parties. This appointment and this Agreement are subject to termination as provided for in this Agreement, and applicable laws of the State of Florida, and the regulations and policies of the Board, the University, and the Board of Governors.
- 4.2. Goals and Objectives While Serving as President. No later than November 3, 2025, and before July 1 of each year thereafter, the President will provide the Chair with a list of proposed goals and objectives for the upcoming fiscal year. The proposed goals and objectives shall be related to, and in furtherance of, the University's strategic plan goals, work plan and accountability report, and the Board of Governors' strategic plan and performance funding model, and other priorities as established by the Board or the Board of Governors. The goals and objectives are to be presented to the Board for discussion and approval. The Board and the President may agree to revise the goals and objectives as necessary during the fiscal year.
- 4.3. Annual Evaluation While Serving as President. While the President is employed as president of the University, the President shall initiate the evaluation process for the prior fiscal year ending June 30th of such year by preparing a self-appraisal of her performance for submission to the Chair and evaluation by the Board, its designee, or both, in accordance with directives, policies and procedures established by the Board as the Board may deem appropriate. The President will furnish any additional information reasonably requested by the Chair to aid the Board in its annual performance review of the President. Pursuant to Board of Governors Regulations, the Chair will solicit input from the Chair of the Board of Governors during the evaluation process. The Board will complete the annual evaluation and make any compensation award under Section 6.3 of this Agreement.

5. Salary

- 5.1. Base Salary. As compensation for all services rendered by the President as president pursuant to this Agreement, the University will pay the President, an Executive Service employee, an annual base salary of Six Hundred and Fifty Thousand Dollars and No/100 (\$650,000.00) ("Base Salary"), of which a maximum of Two Hundred Thousand Dollars and No/100 (\$200,000.00) can be paid for with State public funds. The President shall be entitled to annual increases in the Base Salary each year of this Agreement in an amount of three percent (3%) over the previous year's Base Salary. The Base Salary shall be paid in accordance with the University's standard payroll practices, with appropriate deductions for taxes and benefits. The President shall be responsible for any income tax liability incurred as a result of this Agreement.

6. Other Compensation While Serving as President

- 6.1. Insurance, Annual and Sick Leave. While serving as president during the Presidential Appointment Term, the President shall receive leave and other usual and customary benefits equal to those provided to the University Executive Service employees, except as provided in this Agreement.
- 6.2. Relocation Reimbursement. The President shall be eligible to receive a one-time reimbursement of up to Twenty-Five Thousand Dollars and No/100 (\$25,000) for moving and relocation expenses incurred by the President and her family in connection with moving and storage of personal property, and other associated expenses for moving from her current home to the University's President House on a rent free basis.
- 6.3. Performance Compensation Bonus. While serving as president, the President shall be eligible for performance compensation during the 2026-2027 fiscal year, and each continuing year thereafter. The President shall be eligible for performance compensation in accordance with Chapter 10 of the University's regulations as follows:
 1. The award of performance compensation shall be based on the Board's assessment, in its sole and absolute discretion, of the President's performance as President during the fiscal year under review. In making its determination, the Board shall consider the President's achievement of the annual goals and objectives set pursuant to Section 4.2 of this Agreement, the evaluation results pursuant to Section 4.3 of this Agreement, and/or other criteria set by the Board prior to the start of the evaluation period and provided to the President in writing.
 2. The President shall be eligible for annual performance compensation of Eighty-Six Thousand Dollars and No/100 (\$86,000.00), if the President receives an overall evaluation of "Exceptional" or "Outstanding" from the Board in her annual evaluation.
 3. The President shall receive such award if she remains as President through the end of a fiscal year for which performance is determined even though the award is determined later.
 4. Any performance compensation awarded shall be paid to the President within ninety (90) days of the date on which it is awarded.

7. Accrued Retention Payment

- 7.1. If the President has continued uninterrupted service of her duties set out herein as President through August 1, 2028, she shall be eligible for an annually accruing retention payment in the amount of One Hundred and Fifty Thousand Dollars and No/100 (\$150,000.00) ("First Accrued Retention Payment"). Such accrued retention payment shall be vested and payable to the President on August 2, 2028, and paid within ninety (90) days. Except in the event of the President's death or disability, no portion of the First Accrued Retention Payment shall be owed or payable to her if she is no longer President through August 1, 2028.
- 7.2. If the President has continued uninterrupted service of her duties set out herein as President through August 1, 2030, she shall be eligible for an annually accruing retention payment in the amount of One Hundred and Fifty Thousand Dollars and No/100 (\$150,000.00) ("Second Accrued Retention Payment"). Such accrued retention payment shall be vested and payable to the President on August 2, 2030, and paid within ninety (90) days. Except in the event of the President's death or disability, no portion of the Second Accrued Retention Payment shall be owed or payable to her if she is no longer President through August 1, 2030.
- 7.3. In the event that the President's employment is terminated prior to August 1, 2028, due to death or disability, all accruals towards the First Accrued Retention Payment shall cease immediately on the effective date of such termination and a pro rata share of the already accrued First Accrued Retention Payment which corresponds to her length of service as President shall be deemed vested and be payable to the President (or in the case of her death, her designated beneficiary or estate). The portion payable in any such instance during the first 36 months of the Term shall be calculated by multiplying the total amount that would have accrued in the First Accrued Retention Payment over the first 36 months times a fraction in which the numerator is the number of partial or full months of service completed by her as President and the denominator is 36. During the last 24 months of the Term the portion payable shall be calculated by multiplying the total amount that would have accrued in the Second Accrued Retention Payment over the last 24 months of service completed by the President times a fraction in which the numerator is the number of partial or full months of service completed by her as President and the denominator is 24.

8. Annual Appropriation and Source of Funding

- 8.1. The performance of the University of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the legislature for the current and future periods.
- 8.2. While serving as President during the Term of this Agreement and contingent upon the availability of funds, the Board shall not be responsible for, but authorizes this compensation arrangement and shall use its best efforts to cause the Foundation to contribute to the University the portions of all payments provided for in this Agreement that exceed the limits set forth in Florida Statutes Section 1012.975.

9. Other Benefits

- 9.1. The President is eligible for all applicable State of Florida and University benefits and perquisite programs as authorized by the legislature, the Board or other authorized governing bodies. The Board further agrees that while serving as president, the President is entitled, at all times, to the state sponsored life insurance benefits applicable to Executive Service personnel.
- 9.2. Business/Travel Expenses. During the Presidential Appointment Term and while serving as President, the University or Foundation will cover the cost of the President's reasonable business expenses, including but not limited to the President's mobile phone (including monthly plan fees), professional dues, meetings, business travel, and entertainment. In addition, when the President's spouse travels with her on University-related business while she is serving as President, the Foundation shall cover the cost of his reasonable travel expenses for travel serving a bona fide business purpose. Funding for spouse travel is only authorized in conjunction with the President's travel outside of the University service area.
- 9.3. Security. During the Presidential Appointment Term and while performing her duties as President, the University will cover the cost of providing the President with appropriate security.

10. Housing

- 10.1. The President will reside in the University's President House for the duration of her employment as President, at the University's expense to enable her to efficiently carry out her duties, including its use for various official University functions. Prior to the President taking permanent occupancy of the house, both the President and the Board, or the Board's designee, shall evaluate the conditions of the house and identify the costs and benefits of renovations or repairs. The University will be responsible for the costs of all renovations, repairs, and maintenance including groundskeeping, general maintenance, housekeeping, and all utilities including telephone, cable, internet, electric, gas, and water. An inventory of University property left in the President's residence will be conducted and the President is responsible for any missing or damaged property upon vacating the premises. The President agrees to accept any tax-related determination made by the University, including responsibility for any tax related obligations connected thereto, concerning the tax treatment of this benefit.
- 10.2. For the convenience of the University, the President's residence shall be reasonably available and shall be used for University related business and entertainment on a regular and continuing basis. The University and the President shall coordinate hosting of said events at the President's residence. All costs associated with such events shall be paid by the University or the Foundation, as appropriate. The President and her family shall vacate the President's residence no later than thirty (30) days following the effective date of termination or expiration of this Agreement (including all renewals and extensions).

- 10.3. In the event of termination of the President's employment due to death or disability, the President and/or any members of her family who lived in the President's residence immediately prior there to, may continue to live in the residence for up to ninety (90) days following such termination.

11. Automobile

- 11.1 During the Presidential Appointment Term and while serving as president, the University or the Foundation will provide a flat monthly automobile allowance in the amount of Twelve Hundred Dollars and No/100 (\$1,200.00). The allowance will cover all automobile related expenses including, but not limited to gas, maintenance, and repairs.

12. Professional Dues, Meetings, and Entertainment

- 12.1. During the Presidential Appointment Term and while serving as president, the Board will authorize and provide for the President's reasonable expenses related to joining and participating in University related social, professional, or service organizations and activities, or no more than two (2) private clubs located in Tallahassee, Florida. The Board may fulfill this obligation through the use of available Foundation funds.

13. Expense Receipts and Documentation

- 13.1. The President agrees to maintain and furnish to the University Comptroller an accounting of reimbursable expenses and membership dues and fees provided for in this Agreement in reasonable detail and consistent with University policies, standards, and procedures and applicable State law on no less than a monthly basis, or as requested. Following the President's submission of an accounting, the University shall promptly reimburse the President for such expenses, membership dues and fees in accordance with University policies, standards and procedures and applicable State law.

14. Termination of the Contract for Cause

- 14.1. Notwithstanding anything in this Agreement to the contrary, the parties agree that, upon a vote of two thirds (2/3) of the Board of Trustees, the Board may terminate this Agreement at any time for "just cause" pursuant to the University's regulations and policies, and further hereinafter defined.
- 14.2. "Just cause" shall be deemed to include, but shall not be limited to:
1. a deliberate or material violation by the President of the Duties or her refusal or unwillingness to perform the Duties in good faith, during the Presidential Appointment Term, or to the best of her abilities if, within thirty (30) days following the President's receipt of the written notice of what the Board considers to be the violation, the President fails to cure the same;
 2. materially harmful neglect of essential responsibilities of the President's Duties;
 3. material dishonesty or serious misconduct that adversely affects the University, including but not limited to, the conviction of any felony or of a misdemeanor involving moral turpitude; or

4. a material, significant, or repetitive breach of this Agreement.
- 14.3. In the event of termination for "just cause" by the Board, the President's employment with the University shall cease. The Board's obligations under this Agreement in such event shall be limited to:
1. the prorated payment of her salary through the date of termination;
 2. the payment of any performance compensation or supplemental retirement benefit that is awarded and/or due, though unpaid as of the date of termination;
 3. the payment of accrued and unused leave through the date of termination in accordance with University regulations and policies; and
 4. the payment of any unpaid reimbursable business, travel, or relocation expenses incurred prior to the date of termination and documented by her in accordance with University procedures.
- 14.4. The President shall not be entitled to any further employment, compensation, or benefits from the University in any capacity except for benefits required to be continued by law.

15. Termination Without Cause

- 15.1. Notwithstanding anything in this Agreement to the contrary, the Parties agree that upon a vote of two thirds (2/3) of the Board, the Board may terminate this Agreement at any time prior to the expiration of the Presidential Appointment Term without cause, provided that the President is given thirty (30) days prior written notice of this issue coming before the Board. Upon receiving notice from the Board, the President may waive any portion or the entire notice period at her discretion and terminate earlier.
- 15.2. Upon termination of this Agreement by the Board other than for cause, the President shall be entitled to 20 weeks' severance or the maximum permitted under Florida law at the time to be paid at her annual Base Salary in effect at the time of termination together with benefits during such period.
- 15.3. The President may terminate the Agreement at any time prior to its term expiration without cause, provided that the President gives ninety (90) days prior written notice to the Board. Upon receiving notice from the President, the Chair may waive any portion or the entire notice period at the Chair's discretion and terminate earlier.

16. Termination due to Resignation, Death, or Disability

- 16.1. Notwithstanding anything in this Agreement to the contrary, this Agreement shall terminate upon the President's resignation from employment at the University, death, or "permanent disability" (as hereinafter defined). Such termination shall be deemed to have occurred for "just cause" and the President's employment with the University shall cease, and she shall not be entitled to any further employment, compensation, or benefits from the University in any capacity except for

compensation as provided in Section 14.3 (of this Agreement) and for benefits required to be continued by law. For purposes of this Agreement, "permanent disability" shall be defined as the President's inability to perform the applicable job duties for a minimum of six (6) continuous months.

- 16.2. In the event of the President's death during the term of this Agreement, her spouse or, if none, her estate, shall receive all accrued benefits as of the date of her death to the extent permitted by law.

17. Faculty Appointment

- 17.1. Upon the end of her service as President for any reason other than death, disability, or termination for cause, the President will be appointed as an University faculty member at the College of Law at the same Base Salary of the highest paid College of Law faculty member. All other specific arrangements for her initial post-presidency assignment are subject to approval by the Chair. Approval by the Chair shall not be unreasonably withheld, taking into account the best interests of the University. Except as otherwise stated in this Section, during her active service as a member of the University faculty, the President's employment shall be governed by applicable University regulations and policies that apply to all employees and those that apply to faculty members, and not by this Agreement. The President shall state in her resignation notice whether she intends to assume active faculty duties following resignation.

18. NCAA Provisions

- 18.1. Without limitation of the other obligations specified in this Agreement and applicable University rules, regulations, policies and procedures, the President (1) agrees to cooperate fully (within the meaning of NCAA Bylaws) in the NCAA infractions process, including the investigation and adjudication of potential infractions of any NCAA requirement, and (2) acknowledges that any individual found to be in violation of any NCAA requirement may be subject to disciplinary or corrective action, including possible suspension without pay or termination of employment. The President agrees that she will not retaliate against a current or former University staff member or prospective or enrolled student-athlete who voluntarily reports information about potential violations to the University's Conference, the University and/or the NCAA.

19. Non-binding Mediation

- 19.1. The Board and the President agree that if any dispute arises concerning this Agreement, they will first attempt in good faith to resolve the dispute to their mutual satisfaction. If they are unable to do so, the Board and the President agree that they will submit the dispute to non-binding mediation in Tallahassee, Florida, in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association then in effect. The Board and the President will use their best efforts, to the extent permitted under Florida law, to keep any

disputes and any efforts to resolve disputes confidential, informing only their respective legal counsel and other persons determined in good faith to have a need to know. To the extent permitted under Florida law, they will use their best efforts to ensure that such persons do not further disclose any such information. The Board and the President agree that no mediator or arbitrator may have any material ongoing relationship with the University.

20. Notice

- 20.1. Unless and until changed by a 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:

To the Board:

Chair
Florida Agricultural and Mechanical University Board of Trustees
1600 Lee Hall Drive, Suite 400
Tallahassee, Florida 32307

With a copy to:

General Counsel
Florida Agricultural and Mechanical University
1700 Lee Hall Drive, Suite 304
Tallahassee, Florida 32307

If to the President:

Marva Johnson
Florida Agricultural and Mechanical University
1810 South Adams Street
Tallahassee, Florida 32301

21. Modification

- 21.1. This Agreement constitutes the entire understanding of the parties and supersedes all prior or contemporaneous representations or Agreements, whether written or oral, between the parties. There are no other promises, understandings, obligations, inducements, or considerations between the parties or owed by either party to the other that are not set forth in this Agreement.
- 21.2. This Agreement cannot be changed or modified unless accomplished in writing and signed by the parties.

22. Severability

- 22.1. The terms of this Agreement are severable, meaning that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable to the extent possible.

23. Governing Law and Forum

- 23.1. This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida, excluding choice of law rules.
- 23.2. Notwithstanding any other terms and conditions of this Agreement, either party may bring an action for the sole and limited purpose of enforcing the terms and conditions of this Agreement in any court of competent jurisdiction. Venue shall be in Leon County, Florida.

24. Understanding of the Agreement

- 24.1. Both parties represent that they have thoroughly read this Agreement, that they understand it to be a binding contract, that they understand each provision, term, and condition of this Agreement as well as its legal effect, and that they have signed the Agreement voluntarily and of their own free will with the intention to comply with its terms. Both parties have participated in the preparation of this Agreement. Therefore, the Agreement shall not be construed against or in favor of either party based upon which party was responsible for the drafting of the Agreement.

25. Public Disclosure of the Agreement

- 25.1. Both Parties agree and acknowledge that this Agreement is subject to the Florida public records laws and may, therefore, be subject to disclosure by and in the manner provided by law.

26. Waiver

- 26.1. No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.

27. Assignment

- 27.1. This Agreement is not assignable, but shall be binding upon the heirs, administrators, personal representatives, successors, and assigns of both parties.

28. Execution and Counterparts

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

29. No Trust Fund

- 29.1. 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 the President acquires a right to receive payments from the University, such rights shall be no greater than the right of any unsecured, general creditor of the University.

30. Taxes

- 30.1. The President understands that the services to be rendered by her under this Agreement will cause her to recognize taxable income, which is considered under the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder as compensation income subject to the withholding of income tax (any social security or other employment taxes). The President hereby consents to the withholding of such taxes as are required by law. All sums payable to the President under this Agreement will be reduced by all federal, state, and other withholdings and similar taxes and payments required by law.

31. Miscellaneous

- 31.1. The headings in this Agreement are for convenience only and shall not be used in construing or interpreting this Agreement. The terms "Board," "Board of Trustees" and "University," where applicable or appropriate, shall include or refer to 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.
- 31.2. General Cooperation Covenant. Without limitation of the obligations specified in the Agreement and applicable University rules, regulations, policies and procedures, the President agrees to cooperate fully in any review or investigation involving University matters in which she may possess pertinent information. These obligations shall survive the expiration or earlier termination of this Agreement.

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THEREFORE, Marva Johnson, President, and Kristin Harper, Chair and authorized representative of the Florida Agricultural and Mechanical University Board of Trustees, have executed this Agreement on the dates appearing below.

Florida Agricultural and Mechanical University Board of Trustees

By: Kristin Harper

Date

President

By: Marva Johnson

Date

Approved as to Form and Legality:

Avery McKnight
Vice President and General Counsel
Florida Agricultural and Mechanical University