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

This First Amendment to the Employment Agreement (hereinafter referred to as "Amendment"), which shall be effective as of September 15, 2017, is entered into by and between the Florida Agricultural and Mechanical University Board of Trustees (hereinafter referred to as "Board"), a public body corporate of the State of Florida, Tallahassee, Florida 32307, and Dr. Larry Robinson (hereinafter referred to as "Dr. Robinson").

## **RECITALS**

**WHEREAS**, the Board and Dr. Robinson entered into a certain Employment Agreement (Original Employment Agreement) effective as of September 15, 2016, to serve as the Interim President of the University and confirmed by the Board of Governors of the State University System of Florida (Board of Governors); and

WHEREAS, the Original Employment Agreement expires on September 14, 2017; and

**WHEREAS**, Dr. Robinson has provided exceptional service as Interim President of the Florida Agricultural and Mechanical University during this transitional period; and

**WHEREAS**, the Board wishes to continue to employ Dr. Robinson as Interim President, and Dr. Robinson wishes to continue serving as Interim President and be its employee, subject to the terms and conditions of this Original Employment Agreement; and

**WHEREAS**, the Board and Dr. Robinson desire to extend the term of the Original Employment Agreement subject to confirmation by the Board of Governors as set forth below;

- **NOW, THEREFORE**, in consideration of mutual promises, covenants, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board and Dr. Robinson (hereinafter referred to as "Parties") agree as follows:
- 1. <u>Incorporation of Recitals</u>. The Recitals to this Amendment are incorporated and made a part of this Amendment.
- 2. <u>Attachment of Original Employment Agreement</u>. A true and correct copy of the Original Employment Agreement is attached hereto as Exhibit "A".
- 3. **Term.** Paragraph 2.0 of the Original Employment Agreement is deleted in its entirety and replaced with the following:
  - "2.0 <u>Term.</u> The Board of Trustees shall employ Dr. Robinson from the effective date of this Amendment until September 14, 2018, or upon the appointment and arrival of a permanent president subject to confirmation by

the Board of Governors, whichever occurs sooner, unless otherwise terminated as provided herein. Any further renewals or extensions of the Original Employment Agreement requires a majority vote of the Board and the written consent of Dr. Robinson."

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

**IN WITNESS WHEREOF**, Dr. Larry Robinson and the authorized representative of the Board of Trustees have executed this Amendment on the dates set forth below.

DR. LARRY ROBINSON	FLORIDA A&M UNIVERSITY BOARD OF TRUSTEES
By: Larry Robinson, Ph.D.	By: Kelvin Lawson, Chair
Date:	Date: