#### FLORIDA A&M UNIVERSITY BOARD OF TRUSTEES TALLAHASSEE, FLORIDA 32307

#### EXECUTIVE SERVICE EMPLOYMENT CONTRACT

This Employment Contract is between the Florida A&M University Board of Trustees (FAMU) and the below named Executive Service Employee Maria Feeley. This Employment Contract is not final and binding until fully executed by the President or President's designee and the Employee. The performance of any obligations by FAMU under this Employment Contract shall be subject to and contingent upon the availability of funds appropriated by the Florida Legislature or appropriate funding agency.

1. Employee: Maria Feeley

2. Class Code: 9274

3. 1.00 FTE, in the non-tenure earning position number: 16833

4. Classification: General Counsel

5. Effective Date of Employment in Executive Service: July 19, 2016

As an employee appointed to the Executive Service within the Administrative and Professional classification and compensation plan, the Employee serves at the will of the President and does not have tenure in this position. Further, the Employee has no expectation of employment beyond 60 days' notice period as provided in the FAMU Regulations 10.105 and 10.106. Therefore, no ending appointment date is shown.

6. Compensation:

Initial Salary Rate: Annual: \$222,500.00 Bi-weekly: \$8,524.90 Benefits as provided by the University for Executive Service Employees.

- Your duties as described on the position description for this position may include other duties assigned by the President.
- 8. Salary adjustments made subsequent to this Employment Contract shall not require a new contract to be executed between the parties; however, written notification of any salary adjustments shall be made to the Employee at the time they occur. A copy of such notification shall be placed in the employee's personnel file.
- 9. Outside Activities:

The Employee agrees to faithfully and diligently discharge all obligations under this Employment Contract and to devote his full-time attention and energies to his duties as General Counsel. The expenditure of reasonable amounts of time for personal or outside business, as well as charitable and professional development activities shall not be deemed a breach of the Agreement, provided such activities do not interfere with the performance of duties for the executive service position. The Employee shall not engage in any activity that may be competitive with and adverse to the best interest of FAMU.

The Employee shall seek approval from the President prior to agreeing to serve on any board of directors or to engage in outside employment, business or professional activities subject to the provisions of FAMU Regulation 10.122 (Outside Employment/Activities Financial Interests and Other Conflicts).

## 10. Governing Provisions:

This Employment Contract, including without limitation separation from employment, is subject to the U.S. and Florida Constitution and Laws as constitutionally permissible, and the regulations, policies and procedures of the Florida Board of Governors and FAMU, as now existing or hereafter promulgated.

## 11. Entire Employment Contract:

This Employment Contract supersedes any and all prior agreements, contracts, understandings, and communications between the Employee and FAMU, whether written or oral, expressed or implied, relating to the subject matter of this Employment Contract and is intended as a complete and final expression of the terms of the Employment Contract between FAMU and the Employee and shall not be changed or subject to change orally.

See Attachment: Reporting Relationship

Executed By:

President

Date

Appointment Accepted:

Employee

7/18/2016 Date

NO PERSON SHALL, ON THE BASIS OF RACE, COLOR, RELIGION, SEX, AGE, DISABILITY, MARITAL STATUS, VERTERAN STATUS OR NATIONAL ORIGIN, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECTED TO DISCRIMINATION UNDER ANY PROGRAM OR ACTIVITY WITHIN THE UINIVERSITY, AN EQUAL OPPORTUNTY/EQUAL ACCESS EMPLOYER.

# Attachment A: Reporting Relationship

This position reports both functionally and administratively to the President. This position also reports functionally to the Chair of the Board of Trustees and to the Chair of the Governance Committee.