HEAD COACHING AGREEMENT
BETWEEN MR. WILLIE TAGGART
AND
THE UNIVERSITY OF SOUTH FLORIDA

This Head Coaching Agreement ("Agreement"), is effective January 1, 2013 ("Effective Date"), by and between the University of South Florida Board of Trustees, a public body corporate acting for the University of South Florida including its Department of Athletics, (the "University"), and Mr. Willie Taggart ("Coach").

1. PURPOSE. The parties hereby enter this Agreement upon the University’s desire to employ Coach as the head coach for the University’s Football Program and Coach’s desire to serve in that capacity. Under the terms and conditions set forth in this Agreement, Coach will coordinate and consult with the Athletic Director in operating, developing and maintaining the University’s Football Program.

2. DEFINITIONS. The following definitions shall apply to this entire Agreement and the preamble, unless otherwise specified.

   a. "Athletic Director": The Director of Athletics of the University, the Interim or Acting Director of Athletics of the University, or any other person designated by the University or President to perform the obligations and duties of that position.

   b. "Athletic Rules": Any and all present or future constitutions and by-laws, rules, regulations, written directives or policies, and any official or authoritative interpretations, promulgated by the NCAA, the Conference, or their successors entities which may in the future have regulatory authority relating to University athletic programs. Athletic Rules shall also include all conference rules of any college or university which has previously employed Coach.

   c. "Football Program": The intercollegiate football team including coaches, support staff, and student athletes at the University.

   d. "Board": The University of South Florida Board of Trustees, the governing entity of the University of South Florida, as created by the State of Florida in Chapter 1001, Florida Statutes, with all of the power and duties provided for and established by Law, or its successors.

   e. "Conference": The Big East Conference, its successor, or any other athletic conference of which the University may be or become a member.

   f. "Governors": The Board of Governors, the constitutionally created board governing the Florida State University System, a post-secondary public education entity in the State of Florida.

   g. "Law(s)": Any and all federal, state or local laws, rules, regulations, or administrative
provisions which now exist or which may be enacted in the future.

h. “National Championship”: the NCAA sponsored Bowl Championship Series ("BCS") National Championship Game or its successor.

i. “NCAA”: The National Collegiate Athletic Association or its successors, or any other athletic regulatory organization to which the University may elect membership.

j. “Outside Activities”: Those actions or activities which are in addition to the Coach’s duties and responsibilities to the Football Program. These Outside Activities may or may not be compensated.

k. “President”: The Chief Administrative Officer of the University, or any other person appointed by the Board to perform the duties and obligations of the office of President.

l. “University Rules”: Any and all Laws, rules, regulations, policies, and procedures of the University, the Board, the Legislature of the State of Florida, the State Board of Education and any and all official or authoritative interpretations thereof which now exist, or which may hereinafter be enacted by them or any successor of any and each of them.

3. COACH’S REPRESENTATIONS. Coach warrants and represents to the University that:

   a. He has the necessary knowledge, skills, qualifications, and experience to serve as the head coach of the University’s Football Program.

   b. He is familiar with the Athletic Rules and University Rules; he will abide by these rules, and will remain familiar with these rules in the future.

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

   d. He has not been found to have violated any provisions of the Athletic Rules after investigation by the NCAA or other agency, and that he has fully disclosed to the Athletic Director and the University any and all past investigations of him of alleged violations of Athletic Rules.

   e. He shall make every effort to support and further the educational mission of the University.

4. TERM OF AGREEMENT. The Agreement will commence on the date of the last signature below and continue until December 31, 2017 unless it is modified, extended or terminated as set forth elsewhere in the Agreement. In the final year of the Agreement, if the Football Program is invited
to participate in a post season bowl game, the final year of the Agreement will be extended until midnight the day after the bowl game but in no event will it be extended beyond midnight of the January 31 following the bowl game.

5. **DUTIES.** Throughout the term of this Agreement, Coach will serve as the head coach of the Football Program and devote his full time, energy, and abilities for the exclusive benefit of the University. Coach will act under the supervision of and perform to the reasonable satisfaction of the Athletic Director in the Athletic Director’s reasonable judgment and discretion. Coach’s duties and obligations shall include, without limitation:

   a. The day-to-day operations and administration of the Football Program. Coach agrees to abide by and be governed by all University Rules. Coach agrees to abide by any and all Athletic Rules relating to the administration of the Football Program.

   b. Hiring and supervising any and all assistant coaches and other personnel employed for the Football Program. Coach shall conduct annual performance evaluations of such personnel and ensure their compliance, at all times, with all Athletic Rules and University Rules.

   c. Coaching and recruiting student athletes for the Football Program and ensuring that such activities, whether by Coach or any assistant coach, is conducted in compliance with Athletic Rules and University Rules.

   d. Participating in fundraising, media, sponsorship and promotional events within the Athletic Department and/or for the University, including but not limited to, appearances on any and all television or radio programs established or sponsored by the University or as reasonably directed by the Athletic Director.

   e. Ensuring that he and all individuals involved in the Football Program cooperate with and support the University’s faculty and administration in meeting the educational mission of the University with a particular emphasis on student success. The University assigns the highest priority to the academic achievement of its students, including those who participate in its athletic programs. It is the expectation of the University that Coach and his staff will emphasize the importance of academic engagement and achievement to the student athletes who participate in the Football Program. Coach will make every reasonable effort to ensure all grade point average and graduation requirements as measured by the NCAA’s Academic Progress Rates and Graduation Success Rates (or otherwise) are met or improved by the Football Program.

6. **BASE SALARY AND BENEFITS.** In consideration of the warranties, representations, and services provided by Coach under the terms of this Agreement, Coach will be compensated annually in accordance with the terms and/or amounts established in Sections 6 and 7 of this Agreement. Coach agrees and acknowledges that the salary increases specified in this Agreement, if any, will be the only salary adjustments provided by the University. Further, Coach agrees that he will not
receive any other salary adjustments that may be provided from time to time for University employees by action of the State of Florida, the Governors, the Board, or the University during the period of time governed by this Agreement. Unless otherwise specified in this Agreement, Coach will not be entitled to any other salary, benefit, or compensation from the University.

a. **Base Salary.** Coach shall receive a Base Salary of $400,000 per year payable in accordance with University policy and procedures. The Base Salary shall be paid from a variety of football related revenue sources as determined in the discretion of the Athletics Director including, but not limited to, television contracts, shoe/apparel contracts and sponsorships, etc.

b. **Benefits.** In addition, Coach will receive any and all other regular employment benefits provided by the State of Florida or the Board to similarly situated administrative and professional non-tenure earning at-will employees at the University. Except however, Coach agrees to waive all right to accrue vacation and sick leave time through the term of this Agreement. Further, Coach waives all right to a pay-out of accrued vacation and sick leave that would otherwise be due to such similarly situated employees if accrued. Coach acknowledges that all other regular employment benefits may be adjusted from time to time as provided for by legislative action of the State of Florida and/or action of the Board. Nothing in this sub-section shall prevent Coach from managing his own schedule (including vacation or sick time as needed) in accordance with the provision of his duties set forth in Section 5 and under the supervision of the Athletics Director.

7. **OTHER COMPENSATION, BENEFITS AND PROGRAM SUPPORT.** Coach agrees and acknowledges that the performance of coaching duties is his primary responsibility to the University, and further agrees that he will not engage in other activity which reflects detrimentally on the reputation of the University or which conflicts with the University’s interest. Notwithstanding the terms and conditions of Section 5, Coach may, in accordance with this Section, engage in activities that may result in him receiving additional forms of compensation from other non-University sources, and Coach agrees to disclose such Outside Activities in accordance with Law, Athletic Rules and University Rules.

a. **Outside Activities Generally.** Outside Activities must not conflict with the primary duties and obligations of Coach to the University and the Football Program or be in violation of Athletic Rules or University Rules. All Outside Activities are subject to the written approval and supervision of the Athletic Director. Coach must obtain written approval of the Athletic Director prior to engaging in any Outside Activities. Such approval will not be unreasonably withheld and will be effective for one (1) year from the date of approval.

b. **Additional Activities and Compensation.** The following additional forms of compensation and benefits will be provided to Coach by the University as indicated below.

   i. **Promotional Activities.** Coach agrees that as a part of this Agreement, he shall be paid for
a variety of other services including, but not limited to, promotional activities, appearances, television or radio broadcasts, etc. In consideration for those services, the additional annual compensation ("Supplemental Compensation") as set forth below and described below shall be paid to Coach by the University from a variety football related revenue sources as determined in the discretion of the Athletics Director including, but not limited to, television contracts, shoe/apparel contracts and sponsorships, etc. These amounts shall be paid in quarterly installments. Payment will be made within fifteen (15) business days of the end of the University’s fiscal quarters, which currently are March 31, June 30, September 30 and December 31.

Beginning on January 1, 2013, Coach’s Supplemental Compensation shall be $750,000.

Beginning on January 1, 2014 and at each anniversary thereof during the term of this Agreement, Coach’s Supplemental Compensation may be increased but only if Coach is eligible for and earns any one or more of the incentives set forth in Section 7(e) ("Incentives"). In such an event, the Supplemental Compensation will be increased by an amount equal to the amount of the Incentives earned by and payable to Coach in accordance with the terms of Section 7(e). For illustration purposes, if in the 2013 football season, the Football Program is selected for an At-Large BCS Bowl game ($150,000), and Coach wins Conference Coach of the Year ($50,000), then Coach will earn a total incentive bonus payment of $200,000. In addition, Coach’s Supplemental Compensation will increase by $200,000 to $950,000 beginning on January 1, 2014. The new Supplemental Compensation amount may be increased each year in accordance with this process.

ii. **Automobile.** During the time serving as head coach of the Football Program, Coach may receive either $1,200.00 per month as an auto allowance or two courtesy automobiles, or a combination thereof. In the event Coach receives a courtesy automobile, the University agrees to provide liability, collision, and comprehensive insurance for such automobile. Coach agrees to complete and provide all necessary courtesy automobile forms and information in a timely manner and to inform the Athletic Director in advance of any intentions to change courtesy automobiles. Operational expenses of the courtesy automobile and any damages or non-routine fees assessed by courtesy automobile provider and/or not covered by insurance will be paid by Coach.

iii. **Country Club Membership.** The University will provide Coach with a country club membership designated by the University. Coach shall be responsible for personal expenses related to the use of the country club membership.

iv. **Home Game Suite at Raymond James Stadium.** The University shall provide to Coach the use of one stadium suite for Coach’s exclusive use during the Football Program’s home games at Raymond James Stadium, including the ability to provide access to the suite and
stadium parking to Coach’s designees. Such access shall be subject to stadium policies. The ability of University to provide the suite to Coach on a continuing basis shall be subject to the University’s stadium agreement with the Tampa Sports Authority. An appropriate suite shall be chosen by University in consultation with the Tampa Sports Authority. If the suite is used by Coach for personal purposes, Coach shall then be responsible for all ancillary costs associated with such use, including food and beverages. If the suite is used for official University business purposes, such as fundraising and cultivating, then University, subject to prior review and pre-approval of the business purpose and anticipated costs, shall be responsible for such costs. For each home game in which University assumes such costs, Coach will submit appropriate documentation substantiating official University business purpose including list of attendees.

c. **Camps and Clinics.** Coach shall have the exclusive opportunity to conduct football camps and/or clinics on the University campus subject to the approval of the Athletic Director. Such activities shall be independent of Coach’s employment with the University. Coach will ensure the operation of any such camp is held out to the public as private and independent of the University and that Coach’s operation of any such camp complies with all applicable laws, NCAA and University rules & regulations and departmental policies & procedures.

i. Coach may receive and retain any net profit derived from the operation of such camps/clinics; however, Coach may not solicit sponsors for such camps/clinics except as specifically approved in advance by the Athletic Director.

ii. The Athletic Director or designee agrees to assist Coach in securing the use of the University facilities for certain periods of time that Coach designates for any camp. Coach acknowledges that the University Campus Recreation department manages certain facilities and operations and that the Athletic Department does not have final authority over-scheduling these facilities. Furthermore, Coach acknowledges that, by operating as a private and independent entity, the University will charge reasonable and appropriate rent for the use of its facilities.

iii. For any camps or clinics sponsored by Coach, Coach shall be solely responsible for any taxes or expenses and liability incurred in operating such camps or clinics. Coach agrees to provide full liability insurance, including workers’ compensation insurance, or any other insurance that may be required by law no later than 72 hours prior to the start of any camp/clinic specifically providing coverage for the University, the Board of Trustees, the State of Florida, or any other associated entity requested by the Athletic Director (“Insured Entities”). Coach further agrees to indemnify and hold the Insured Entities harmless from any liability which may result from any camp/clinic activities.
iv. Prior to the start of any camp or clinic, Coach agrees to perform any and all necessary background checks of camp personnel and shall provide such background checks to the University seventy two (72) hours prior to the start of the camp/clinic.

v. Coach or a corporate entity in which Coach owns a majority interest shall have the right to use University logos and marks in conjunction with camps/clinics in which Coach is the primary operator. Such usage is provided without charge but may not be transferred to any other third party. Coach agrees that he will use University logos and marks in accordance with University policies and any licensing agreement between the University and any outside intercollegiate licensing company.

vi. Failure of Coach to provide proof of insurance or background checks as set forth in subsection (iii) and (iv) above shall be grounds for the University to withdraw authorization for the use of its name, logo and facilities until such proof is provided.

d. **Commercial Endorsements.** Coach may receive commercial endorsements in his individual capacity from any non-University source provided that such endorsements are made in compliance with the Law, University Rules, and Athletic Rules, and with the prior written approval of the Athletic Director. Coach agrees to disclose such Outside Activity in accordance with the Law, University Rules, and Athletic Rules. Such endorsements must be made in consultation with and approved by the Athletics Director. Any agreements requiring action by or obligating the University must be entered into by the University. Further, Coach may not enter into or be a party to an agreement requiring the Coach or the Football Program to wear a certain apparel or shoe products. However, the University may require Coach to comply with the terms of any such agreement entered into by the University requiring Coach to wear certain apparel or shoe products.

e. **Performance Incentives.** The University will pay Coach additional compensation in the form of performance incentives if the Football Program fulfills or achieves any of the events or accomplishments listed below. Performance incentives are eligible on an annual basis and will be paid within ninety (90) days after the last game of the season in which they are earned. Further, Coach agrees and acknowledges that these incentives will not be payable under this Section for: i.) any season in which the Football Program is serving probation or has otherwise been sanctioned by the NCAA or the Conference for acts or omissions by Coach; ii) any season that the Football Program’s multi-year NCAA Academic Progress Rate (“APR”) from the previous academic year is below 930 (or other minimum as may be set by the NCAA); and/or iii.) any season in which a violation of any Athletic Rules by Coach may constitute grounds for termination or suspension under the terms of this Agreement.

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<tr>
<th>Event</th>
<th>Incentive</th>
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<tr>
<td>Winning BCS National Championship</td>
<td>$500,000</td>
</tr>
<tr>
<td>Participating in the BCS National Championship Game</td>
<td>$400,000</td>
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</tbody>
</table>
Winning Conference Championship and Conference Representative in BCS Bowl $200,000

Selected for a BCS Bowl game with at-large bid $150,000

Selected for a non-BCS Bowl game:
- Russell Athletic Bowl $50,000
- Other $25,000

Winning Conference Coach of the Year $50,000

Final Top 10 Ranking $100,000
(in either Associated Press or USA Today/Coaches’ Poll final poll of year)

These incentives are not intended to be cumulative except for Winning Big East Coach of the Year and the Final Top 10 Ranking, which may be earned in addition to any other incentive listed above.

Coach and University agree to negotiate in good faith the performance incentives in this Section 7.e. as a result of any changes to the current intercollegiate football postseason structure prior to the 2014 football season or as necessary. Such negotiation shall attempt to be consistent with the performance incentives listed above for similarly situated games and level of achievement.

f. Assistant Coaches and Support Staff Salary Pool. The University agrees to create and fund an Assistant Coaches and Support Staff Salary Pool (“Salary Pool”). Such funds are available for use by Coach in awarding base salaries to nine (9) designated assistant football coaches (“Assistant Coaches”) and eight (8) other staff positions which directly support the football program including Director of Operations, Assistant Director of Operations, Director of Player Personnel, Director of Player Development, Defensive Football Analyst, Offensive Football Analyst, Executive Assistant, and Recruiting Operations Coordinator (“Support Staff”). The Assistant Coaches and Support Staff are collectively referred to as Football Staff. Salary increases made to Football Staff from this Salary Pool are effective on February 1st of any year.

i. Salaries. Coach further agrees that payments to Football Staff will be processed after the Athletic Director receives documentation from Coach in support of each salary made from this Salary Pool to any Football Staff member. Such documentation must be provided a minimum of fifteen (15) days in advance of the intended effective date. The funds available for the Salary Pool in each year may be used for base salary and/or salary increases of designated Football Staff positions. In no event will Assistant Coaches be entitled to any salary increases that may be appropriated or mandated by action of the State Legislature or the Board for University employees. Coach will require all Assistant Coaches to sign a
contract with the University evidencing their salary and other term and conditions.

The Salary Pool amounts will become effective as follows:

<table>
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<tr>
<th>Date</th>
<th>Amount</th>
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<tbody>
<tr>
<td>January 1, 2013</td>
<td>$2,100,000</td>
</tr>
<tr>
<td>February 1, 2014</td>
<td>$2,200,000</td>
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<tr>
<td>February 1, 2015</td>
<td>$2,300,000</td>
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<tr>
<td>February 1, 2016</td>
<td>TBD</td>
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<tr>
<td>February 1, 2017</td>
<td>TBD</td>
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Salary Pool amounts for February 1, 2016 and thereafter will be mutually determined. The parties intend to negotiate in good faith based on current market conditions during each of those years.

ii. **Performance Incentives.** Provided that the Agreement has not been terminated by Coach prior to or within thirty days from the date the last game of the season has been played (including a bowl game), Coach will be provided with funding amounts for Football Program personnel bonuses as follows: (i) the amount of $75,000 each season the team has been selected to appear in a non-BCS bowl game; (ii) an amount of $125,000 if the team is selected for a BCS bowl game (excluding the National Championship game); (iii) an amount of $200,000 if the team is selected for the BCS National Championship game. These amounts will be provided solely for the purpose of making one-time, bonus payments to assistant coaches and football support staff members. These one-time, bonus payments are in recognition of the contributions made during a qualifying season and cannot be used to increase to the base salary of any assistant coach and football support staff members. When applicable, these funds will be made available as soon as reasonably practical after the last game of the season for which they are due. If the Agreement has not otherwise been renewed, the team has qualified for a bowl game, and the Agreement is in its final year, the University may elect to make that season’s payment prior to the date the Agreement terminates. The amounts to be paid to each assistant coach and football support staff member, as applicable, shall be in Coach’s discretion subject to approval by the Athletic Director. Coach will pay incentives in accordance with this Agreement, University Rules and NCAA rules. Any funds not awarded to assistant coaches and football support staff members by June 30th in the year it was awarded will revert to the University. If a payment is due during the final season of this Agreement, the University may elect to pre-pay the payment prior to the expiration of the Agreement and any funds not awarded to assistant coaches and football support staff members by the final date of this Agreement will revert to the University.

g. **Prohibitions.** Coach may not solicit or accept gifts of cash or items of substantial value, or accept anything other than reasonable social hospitality from any person, agency or corporation not affiliated with the University or in violation of the Law, Athletic Rules, or University Rules.
h. Taxes. Other compensation and benefits listed above under Section 7, including but not limited to, automobile allowances/courtesy automobiles, country club membership, and use of stadium suite, may be treated as taxable income and subject to taxation in accordance with IRS guidelines. Coach 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.

8. TERMINATION OF THE CONTRACT. The services that Coach provides as head coach of the Football Program are the essence of this Agreement. The Parties recognize that certain circumstances may occur in the future which will make this Agreement undesirable to one or more of the Parties prior to the expiration of this Agreement. As such, the Agreement may be terminated as follows:

a. Termination by University Without Cause. The University may terminate this Agreement at any time without cause immediately upon notice to Coach from the Athletic Director. In such an event, University’s sole obligation shall be to continue to provide the Base Salary to Coach provided for in Section 6(a) above (excluding benefits) until the expiration of the term of this Agreement had it not been terminated by the University (the “Remaining Base Salary”). Notwithstanding the foregoing, if Coach subsequently obtains a position with another football program prior to the expiration of the term of the Agreement, then the following shall apply: (i) if Coach’s new base salary is greater than the Base Salary, then the University’s obligations to make payment(s) under this Section shall cease as of the first date of new employment; or (ii) if Coach’s new base salary is less than the Base Salary, then the University shall only be obligated to pay for the difference between the two amounts, less any salary increases paid by the new employer, through the expiration of the term of the Agreement. Any amounts of Base Salary paid as a lump sum in advance shall also be calculated as set forth in the preceding sentence and a pro rata portion of any advance payments shall be returned to the University if necessary. The Remaining Base Salary shall be paid to Coach in that number of installments equal to the remaining whole number of years until the expiration of the term of this Agreement had it not been terminated by the University. The first installment shall be paid to Coach within thirty (30) days of termination and then on each anniversary thereafter until paid in full, but may be accelerated at the discretion of the University. Upon termination without cause, Coach shall be relieved of all further obligations under the Agreement. University will not responsible for any other compensation or benefits set forth in Section 7. Payments made by University as provided above will be in full satisfaction of all claims under this Agreement. The parties agree that the Coach will incur a variety of costs and expenses if the University terminates this contract and the sums specified above (calculations thereof) shall be deemed reasonable and appropriate liquidated damages for loss of a bargain and/or breach of contract. The amounts shall not be considered a penalty or a severance payment, of which Coach shall not be entitled.

b. Voluntary Termination by Coach Without Cause. Coach may resign or otherwise terminate this Agreement at any time without cause immediately upon providing written notice to the Athletic
Director. In such an event, Coach shall pay the University liquidated damages equal to fifty percent (50%) of the Base Salary under Section 6(a) multiplied by the number of years on a pro rata basis remaining in the term of the Agreement.

Upon notice of termination by Coach, the University shall be relieved from all future obligations under this Agreement, and Coach shall not be entitled to any other compensation under this Agreement beyond the termination date. The parties agree that the University will incur a variety of costs if Coach terminates this contract, including but not limited to, administrative costs, costs to secure a new coach, and potentially lost revenues from football ticket sales. Further the parties agree that it would be very difficult to ascertain or estimate actual damages to the University, and the sums specified above are reasonable and appropriate compensation for the injury suffered by the University and is not a penalty. In addition, for one (1) year following the termination by Coach without cause, Coach agrees that he will not communicate with or otherwise attempt to recruit any high school athlete with whom he had previously communicated with or recruited while employed by the University, unless (i) such high school athlete had been recruited by the new college or university employing Coach prior to the Coach's providing notice of termination to the University or (ii) such high school athlete first contacts the new college or university employing Coach. This provision will survive the termination of Coach's employment for one (1) year.

c. Termination by Coach for Cause. Coach may terminate this Agreement for cause at any time upon thirty days prior written notice. For purposes of this sub-section, “cause” will mean 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 or a material breach of this Agreement, and Coach has made a written demand that any sum or benefit due under this Agreement be paid and such sums remain unpaid for an additional thirty (30) day period. In such an event, Coach shall be entitled to all sums that are past due and remain unpaid to him under this Agreement. In addition, Coach shall be entitled to the Base Salary as set forth Section 6(a) above (exclusive of benefits), as if Coach were fully performing his duties until the expiration of the Agreement. The Remaining Base Salary shall be paid to Coach in that number of installments equal to the remaining whole number of years until the expiration of the term of this Agreement had it not been terminated by the University. The first installment shall be paid to Coach within thirty (30) days of termination and then on each anniversary thereafter until paid in full, but may be accelerated at the discretion of the University. Upon termination, Coach shall have no further obligations under the Agreement. Coach shall not be entitled to any other compensation and benefits set forth in Section 7. Payment made by University as provided above will be in full satisfaction of all claims.

d. Termination by the University for Cause. The University may terminate this Agreement for Cause (as defined below) at any time immediately upon providing written notice to Coach. No forms of compensation, severance or benefits will be due and payable under this Agreement, except that Coach will retain any rights to any other employee benefits as provided by any state
or federal requirements. For purposes of this subparagraph “Cause” will mean:

i. Failure or refusal by Coach to perform any of the material duties required by this Agreement, neglect by Coach of any of the material duties required by this Agreement, an unwillingness to perform such required material duties to the best of Coach’s ability, or other material breach of this Agreement if not promptly cured (in no case later than within thirty (30) days) upon written notice by the University of such failure; or

ii. A finding of a serious, major or intentional violation by Coach of the Athletic Rules, or failure 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 Football Program; or

iii. Directing or otherwise instructing any coach, student athlete, or any other individual to be misleading, fail or refuse to respond, or failing or refusing to provide information or documents to any reasonable requests or inquiries by the NCAA, the Conference, or any other governing body concerning or related to the supervision of the Football Program; or

iv. Failure or refusal by Coach to report immediately to the Athletic Director when Coach knows, or should have reasonably known, any of the following events have occurred, or are about to occur:

   (1) Any member of the Football Program, has or may have violated, or allowed or caused to be violated, any Law, Athletic Rules or University Rules, or has engaged in any serious or intentional violation of the Law, the Athletic Rules or the University Rules; or

   (2) The NCAA or the Conference intends to investigate or review any alleged violations of Athletic Rules by the Football Program or any other University sports program; or

   (3) The Athletic Rules are alleged to have been violated by any student athlete or coach of any University athletic program; or

   (4) Any other student, faculty member, or agent or employee of the University, or any other person or entity has or may have violated, or allowed or caused to be violated, any Athletic Rules;

v. Any fraud or dishonesty of Coach 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, or expense reports, or any other document pertaining or related to any sanction of the Football
vii. Possession, use, sale, or manufacture of any narcotics, drugs, or other controlled substances or steroids or other chemicals in a manner which is prohibited by Law or by the Athletic Rules, 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 in a manner which is prohibited by Law or by the Athletic Rules, or refusal to fully participate and cooperate in the University’s implementation and enforcement of any drug/alcohol testing program; or

viii. Finding by the University of a serious, major, or intentional violation by Coach of University Rules, Athletic Rules or Law; and/or any other misconduct of Coach including, but not limited to the abuse of alcohol or drugs, domestic violence or spousal abuse, other acts of violence or assault, the use of or possession of weapons that constitutes a felony, any act of moral turpitude or any other conduct which is contrary to or adversely affects the educational mission of the University, such as acts of dishonesty, misrepresentation, fraud, or violence or other misconduct as defined in Florida statute s. 443.036(30).

e. Termination for Death or Disability. Should Coach be unable to perform his duties under this Agreement by reason of permanent disability or death, this Agreement and the University’s duties under it shall terminate immediately. For purposes of this Agreement, “permanent disability” shall be defined by University policy and/or procedure applicable to University full time permanent employees. If this Agreement terminates by reason of death, all salary and all other benefits shall terminate immediately, except that Coach’s personal representative or other designated beneficiary shall be paid all base salary and other compensation and bonuses earned by, but unpaid to Coach through the date of which death occurs. If this Agreement terminates by reason of permanent disability, all salary and other benefits shall terminate, except that Coach shall be entitled to receive any applicable disability benefits to which he is entitled.

9. SUSPENSION. In lieu of termination for Cause by the University, the University in its sole discretion may elect to suspend Coach with or without pay for a specified period of time. Any suspension in effect as a result of any law enforcement, University, NCAA or other investigation will continue until the final resolution of such matter or investigation. If the suspension is with pay, then during the investigatory period Coach will only receive the compensation specified in Section 6. If such suspension is without pay, all compensation under Section 6 and 7 shall be excluded. For suspensions with or without pay, at the completion of the investigation any other compensation or benefits due to Coach under this Agreement will be paid to Coach if the matter is resolved in favor of Coach and does not constitute an independent basis for termination for cause. Any suspension
10. RESTRICTIONS ON COMPETITION. The parties acknowledge and agree that the University has an interest in maintaining continuity as a high quality athletic program and that Coach has certain skills and abilities which make Coach’s services to the University unique. As such, Coach agrees and acknowledges that withdrawing his services from the University without approval and release would constitute a substantial hardship and loss to the University and the Football Program, the value of which cannot be estimated. Coach agrees that if the Coach becomes interested in another coaching position or is offered another coaching position at any time during the existence of this Agreement, he will inform the Athletic Director of any such interest or offer. Written authorization by the Athletic Director to the Coach will be required prior to any discussions between Coach and any other educational institution or professional team or their respective representatives regarding a coaching position. Such authorization will not be unreasonably withheld.

11. REASSIGNMENT OF COACH’S DUTIES. At the discretion of the Athletic Director, Coach may be reassigned from head coaching duties of the Football Program at any time during the existence of this Agreement upon thirty (30) days written notice to Coach. In such an event, Coach shall be entitled to receive compensation and benefits set forth in Section 6, but Compensation set forth in Section 7 shall be excluded. Such reassignment will be to a position with appropriate professional title. The University or the Foundation will not be liable to Coach for the loss of any collateral income, business opportunities or benefits which may result from Coach’s reassignment.

12. DISPUTE RESOLUTION.

a. Negotiation. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between representatives of each party. Any party may give the other party written notice of any dispute not resolved in the normal course of business. If the matter has not been resolved within thirty (30) days of the disputing party’s notice, either party may initiate arbitration of the controversy or claim as provided hereinafter. If a party intends to be accompanied at a meeting by an attorney, the other party shall be given reasonable notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this Section shall be treated as compromise and settlement negotiations for the purposes of the federal and state rules of evidence and procedure.

b. Arbitration. The parties hereby agree and consent that any dispute arising out of or relating to this Agreement or the breach, termination or validity thereof, that has not been resolved as provided above shall be heard by and finally settled by arbitration conducted expeditiously in accordance with the American Arbitration Association (“AAA”) Rules. The parties hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based in contract, civil responsibility/tort or otherwise) arising out of, or relating to, this Agreement. The parties agree and consent that Hillsborough County, Florida shall be the jurisdiction and venue for any such arbitration. Any arbitrator not appointed by a party shall be
appointed from the AAA Roster of Neutrals. The arbitration shall be governed by the United States Arbitration Act and any judgment upon the award decided upon by the arbitrators may be entered by any court having jurisdiction thereof. The arbitrators are not empowered to award damages in excess of compensatory damages and each party hereby irrevocably waives any damages in excess of compensatory damages but the arbitrators may, in their discretion, award a party’s reasonable costs and expenses (including, without limitation, reasonable attorneys’ fees and disbursements) in connection with such party successfully prevailing in a dispute.

13. GENERAL PROVISIONS.

a. Approval of Agreement. This Agreement will not become effective and binding upon any Party until full execution by the President, the Athletic Director, and the Coach.

b. Assignment. Coach’s obligations, rights and interests as contemplated by this Agreement will not be assigned, pledged, delegated or otherwise encumbered by any third party or individual.

c. Modification/Amendment. The Agreement may only be modified by mutual written agreement of all Parties. Original documents shall be maintained in the Office of the General Counsel.

d. Notice. All notices required by this Agreement will be made in writing and by hand-delivery or certified return-receipt U.S. Mail to the individuals listed in this section. In the event the date for a notice required by this Agreement falls on a Saturday, Sunday or legal holiday, then delivery will be deemed to be timely and in accord with this Agreement if received by 5:00 p.m. of the next regular business day. Notices provided by hand-delivery will require receipt or other verification of delivery.

For the University:

Athletic Director
University of South Florida
4202 East Fowler Avenue, ATH 100
Tampa, Florida 33620

Copy to Office of the General Counsel:
General Counsel
University of South Florida
4202 East Fowler Avenue, ADM 250
Tampa, Florida 33620

For Coach:

Head Football Coach
University of South Florida
4202 East Fowler Avenue, ATH 100
Tampa, Florida 33620

Copy to:
{insert designee if applicable}

e. Public Record. The Parties agree and acknowledge that this Agreement is subject to the public
records provisions under Florida Statutes, Chapter 119.

f. **Severability.** If any portion of this Agreement is held invalid or unconstitutional by any court of 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.

g. **Waiver of Claims.** The parties agree that any and all claims a party may have against another are exclusively set forth in this Agreement and that no further damages or remedies will be owed as result of any actual or consequential loss of a Party which might result from the termination of this Agreement. 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 resulted from Coach’s position at the University; loss of camp, clinic or other outside activity fees; loss of expected income; or other damages which may allegedly be sustained for any alleged humiliation or defamation resulting from any termination of this Agreement or any statements or documents which may be released to the press or public as a result thereof or the release of any documents required by law. Coach agrees and acknowledges that he will have no right of injunctive relief.

h. **Waiver of Default.** Any waiver of the Parties of any default or breach of any term or condition of this Agreement will not be deemed or construed as a waiver of any other default or breach of the same, or any other, term or condition of this Agreement.

i. **Sovereign Immunity.** The Parties expressly agree and acknowledge 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 by Law.

j. **Totality of the Agreement.** This Agreement represents the entire agreement regarding the employment of Coach and supersedes any and all other oral or written agreements among the Parties including any offer letters, letters of intent or similar documents. Each Party agrees and acknowledges that they have entered into this Agreement knowingly and voluntarily after the opportunity for review and advice of counsel, that each has had the opportunity to actively participate in the formulation of this Agreement and that this Agreement will be construed equally against the Parties. There are no other agreements, contracts or understandings that exist between Coach, and the University and to the extent that such exist they are superseded by this Agreement.

k. **University Property.** All records, documents, files or other materials created by or furnished to Coach which pertain to or relate in any way to the Football Program, including without limitation, team records or information, films, statistics, recruiting information or any other matter, or relating to Coach’s employment will remain the sole property of the University.
Within ten (10) days of the expiration or termination of this Agreement, Coach will return any and all such materials in his possession or control to the Athletic Director, together with any credit cards, keys, identification cards, or any other University property.

l. **Impossibility of Performance.** No Party to this Agreement will be construed or considered in default or breach of this Agreement if the performance of any of the terms and conditions of this Agreement is prevented or delayed by any act of God, force majeure, terrorism, war, natural disaster, catastrophe or any other act which is beyond the control of any of the Parties to this Agreement.

m. **Prior or Pre-existing Obligations.** Unless expressly stated herein or in writing elsewhere, nothing in this Agreement shall be construed as the University assuming any of Coach’s prior or pre-existing obligations, contractual or otherwise. Coach shall remain fully responsible for all such prior or pre-existing obligations and shall indemnify, defend and hold the University harmless for any claims or actions asserted against the University arising from such prior or pre-existing obligations.

n. **Acknowledgement.** Coach acknowledges that he has read and understands the foregoing provisions of this Contract, that he has had the opportunity to consult with his personal legal counsel, and that such provisions are reasonable and enforceable, and he agrees to abide by this Contract and the terms and conditions set forth herein.

**SIGNATURE PAGE TO FOLLOW**
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

University of South Florida Board of Trustees, a public body corporate

By: [Signature]  
Dr. Judy Genshaft, President  
Date: 1/3/14

University Athletic Director

[Signature]  
Mr. Doug Woolard  
Date: 1/3/14

Coach

[Signature]  
Mr. Willie Taggart  
Date: 1/5/14