



UNIVERSITY OF SOUTH FLORIDA
Athletics

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is hereby entered into and effective OCTOBER 1, 2021 ("Effective Date") between the University of South Florida Board of Trustees, a public body corporate of the State of Florida ("University" or "USF"), and BRIAN GREGORY ("Coach"), as a(n) HEAD COACH ("Position") for the University's MEN'S BASKETBALL program ("Program"). University or USF and Coach are each a ("Party") and collectively (the, "Parties").

Now therefore, in consideration for the mutual rights, obligations and covenants set forth below, the Parties agree as follows:

- I. **Employment.** Coach is hereby employed by the University in the Position with all of the duties, responsibilities, and obligations normally associated with this Position for the Program at a major university ("Head Coach"). In such capacity and under the direction of the University President ("President") and Vice President for Intercollegiate Athletics ("Athletics Director"), Coach shall devote such time and attention as are necessary or as directed by the Athletics Director or University to satisfy the responsibilities for the Position. Throughout the Term of this Agreement, Coach shall use his best energies and abilities for the benefit of the University. Coach shall be subject to and comply with all applicable laws and all University rules, regulations, policies, and procedures of the University. This Agreement does not guarantee that Coach remain in the specific Position for the Term or prevent Coach from being subject to assignment of additional duties, reassignment of duties, or assignment to another position, provided such assignment or reassignment is consistent with Coach's education and experience.
- II. **Duties.** Coach will act under supervision and perform to the reasonable satisfaction of the Athletics Director, in the Athletics Director's reasonable judgment and discretion. Coach agrees to abide by and be governed by all policies and rules of the University, National Collegiate Athletic Association ("NCAA"), and any athletics conference of which the University is a member ("Conference"). Coach shall participate in fundraising activities and media events, including appearances on any and all television or radio programs as reasonably necessary or requested by the Athletics Director. Coach shall ensure that he and all individuals involved in the Program cooperate with and support the University's faculty and administration in meeting the educational mission of the University. Coach will make every reasonable effort to ensure all grade point average and graduation requirements of the NCAA, Conference and the University are met by the Program.
- III. **Compliance.** Coach acknowledges that he is required to make a good faith attempt to comply with NCAA and Conference rules ("Governance Rules") and has an affirmative duty to cooperate with the NCAA, the Conference, and/or the University in investigating allegations of violations of any Governance Rule upon request.
- IV. **Term.** The University will employ Coach in the Position for the Program for a Term beginning on March 14, 2017 ("Start Date") and ending March 31, 2026.



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- V. Base Salary and Benefits: For the term of employment, an annualized Base Salary of **\$400,000.00** (the "Base Salary") plus benefits provided to University employees based upon the Base Salary. Coach's Base Salary will not be subject to state legislative appropriations or other University salary increase programs. Coach will receive any and all other regular employment benefits provided by the State of Florida to similarly situated at-will employees; except, however, Coach agrees to waive all rights to a payout for accrual of vacation and sick leave time through the term of this Agreement.
- VI. Additional Compensation and Benefits:
- A. At the direction of the Athletics Director and/or University, Coach will provide a variety of other services to the University including, but not limited to, promotional activities, appearances, fundraising and development events, television or radio broadcasts, etc., For these services, the University will pay Coach, in addition to the Base Salary for the applicable year, an annualized amount ("Supplemental Compensation") as described below on a monthly basis:
- | | |
|--|----------------|
| 1. For the period of 04/01/2017 through 03/31/2018: | \$ 600,000.00 |
| 2. For the period of 04/01/2018 through 03/31/2019: | \$ 700,000.00 |
| 3. For the period of 04/01/2019 through 03/31/2020: | \$ 710,000.00 |
| 4. For the period of 04/01/2020 through 09/30/2020: | \$ 720,000.00 |
| 5. For the period of 10/01/2020 through 03/31/2021: | \$ 552,000.00 |
| 6. For the period of 04/01/2021 through 06/30/2021: | \$ 556,250.00 |
| 7. For the period of 07/01/2021 through 03/31/2022: | \$ 725,000.00 |
| 8. For the period of 04/01/2022 through 03/31/2023: | \$ 730,000.00 |
| 9. For the period of 04/01/2023 through 03/31/2024: | \$1,200,000.00 |
| 10. For the period of 04/01/2024 through 03/31/2025: | \$1,200,000.00 |
| 11. For the period of 04/01/2025 through 03/31/2026: | \$1,200,000.00 |
- B. Except for the period beginning 10/01/2020 through 06/30/2021 during which no stipend will be paid, an automobile stipend of \$800.00 per month OR one (1) courtesy vehicle at the discretion of the Athletics Director.
- C. Coach has the right to operate camps and clinics at USF at the discretion of the Athletics Director with the understanding that Coach will ensure the operation of any such camp are private and independent of the University and Coach's operation of any such camp complies with all applicable laws and USF regulations and policies.
- D. Performance and Incentive Bonuses, which are incorporated at the end of this Agreement as Exhibit A. All Performance and Incentive Bonuses hereunder shall be payable within thirty (30) days of the achievement warranting such bonus, regardless of whether Coach is employed by the University at the time such amounts become payable. The Parties acknowledge and agree that Incentive Bonuses identified in Exhibit A are unavailable for the 2020-2021 basketball season.



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- E. Use of Home Game loge suite and 6 season season tickets (with incidental costs borne by Coach for personal use) for Men's Basketball, and season tickets for Coach, spouse and dependent children for Football and Women's Basketball.
- F. Coach's spouse and dependent children may travel to Program games (regular season, conference tournament, NIT Tournament and NCAA tournament) in which a charter plane is provided for team travel—subject to space availability beyond the player and staff roster.

The compensation listed above may be treated as taxable income by the Coach. Coach agrees to pay any tax that might be due to any taxing authority that is not otherwise reported by the University.

VII. Assistant Coaches and Program Support. The Assistant Coaches' and program support compensation/salary pool shall be the following aggregate amounts identified below:

A. For the Start Date through 03/31/2018:	\$ 750,000.00
B. For the period of 04/01/2018 through 03/31/2019:	\$ 775,000.00
C. For the period of 04/01/2019 through 03/31/2020:	\$ 800,000.00
D. For the period of 04/01/2020 through 03/31/2021:	\$ 825,000.00
E. For the period of 04/01/2021 through 03/31/2022:	\$ 850,000.00
F. For the period of 04/01/2022 through 03/31/2023:	\$ 875,000.00
G. For the period of 04/01/2023 through 03/31/2024:	\$ 900,000.00
H. For the period of 04/01/2024 through 03/31/2025:	\$ 925,000.00
I. For the period of 04/01/2025 through 03/31/2026:	\$ 950,000.00

Positions included in salary pool are three (3) Assistant Coaches, one (1) Director of Operations, and two (2) Administrative positions (Video, Special Assistant, Assistant Director of Operations, etc.). Coach may at his discretion annually reallocate the compensation/salary pool among the Assistant Coaches based on any combination of the following factors: performance, availability of funds, and the interests of the University and the Basketball program.

Each time the Program participates in the NCAA Tournament, the University will provide an Assistant Coaches incentives pool in the amount of \$50,000. Each time the Program participates in the NIT Tournament, the University will provide an Assistant Coaches incentives pool in the amount of \$20,000. When applicable, the amounts to be paid to each Assistant Coach 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. These incentive pool funds are provided in addition to funds available in the Assistant Coaches and Program Support Staff compensation/salary pool set forth above and may not be used to increase the base salary of an assistant coach or other basketball support staff members. The amounts shall be paid within thirty (30) days of the achievement being met.



VIII. Termination by Coach.

A. Termination Without Cause. In the event that Coach voluntarily terminates this Agreement or his employment with the University without cause, Coach or Coach's new employer shall pay the University the following amount, as liquidated damages, as applicable:

A. For the Start Date through 03/31/2019:	\$1,500,000.00
B. For the period of 04/01/2019 through 03/31/2020:	\$1,000,000.00
C. For the period of 04/01/2020 through 03/31/2021:	\$1,000,000.00
D. For the period of 04/01/2021 through 03/31/2022:	\$1,000,000.00
E. For the period of 04/01/2022 through 03/31/2023:	\$ 750,000.00
F. For the period of 04/01/2023 through 03/31/2024:	\$ 750,000.00
G. For the period of 04/01/2024 through 03/31/2025:	\$ 500,000.00
H. For the period of 04/01/2025 through 03/31/2026:	\$ 500,000.00

Liquidated damages payments pursuant to this Paragraph VIII shall be payable in equally monthly installments through the end of the then current Term. This payment may be accelerated in the sole discretion of Coach or his new employer.

B. Termination With Cause. Coach may terminate this Agreement in the event the University breaches any of its material obligations hereunder and fails to cure such breach within thirty (30) days of written notice thereof. In the event Coach terminates this Agreement pursuant to this Paragraph VIII.B, Coach shall be entitled to payment of the "Liquidated Damages" set forth in Paragraph IX.A. below.

IX. Termination by University. The University may terminate Coach's employment under this Agreement at any time without cause.

A. Liquidated Damages: In the event that the University terminates this Agreement or otherwise relieves Coach of his duties hereunder for reasons other than 'for cause', the sole obligation of the University under this Agreement shall be to continue to provide the Base Salary to Coach as set forth in Paragraph V above (exclusive of benefits) as if Coach were fully performing his duties for a period equal to the lesser of the time remaining in the Term or 20 (twenty) weeks (the, "Liquidated Damages Period"). This payment may be accelerated at the sole discretion of the University. By agreeing to this Agreement, Coach agrees that this amount will constitute full settlement of any and all claims that Coach might otherwise assert against the University and any of its agents or employees. The Parties agree that the foregoing shall not be construed as a penalty and shall be the sole remedy of the Coach against the University for any issue relating to termination of employment.



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- B. Mitigation: Notwithstanding the foregoing, if Coach subsequently obtains employment in a related field, including but not limited to, amateur, collegiate, or professional sports including coaching, administration, management, or other athletics-related business activities (except broadcasting) prior to the expiration of the Liquidated Damages period, the following shall apply:
1. If Coach's new base salary is greater than the Base Salary during the Liquidated Damages Period, then the University's obligations to make payment(s) under this Section shall cease as of the first date of new employment; OR
 2. If Coach's new base salary is less than the Base Salary during the Liquidated Damages Period, 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 Liquidated Damages Period. 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.
- C. For Cause: The University may also terminate Coach's employment "For Cause" for reasons including, but not limited to:
1. A material breach by Coach of his duties or his employment agreement.
 2. Any intentional violation of a Governance Rule or intentional attempt to conceal a violation of a Governance Rule.
 3. A violation of any Governance Rule involving the Program including any Level I or Level II infraction, or repeated level III violations leading to a major infraction, of NCAA bylaws or any substantial evidence supporting the likelihood that a Level I or Level II infraction occurred.
 4. Other material misconduct, including without limitation fraud, dishonesty, excessive use of alcohol, use or possession of illicit drugs, unlawful gambling, acts of violence, or other conduct that is contrary to the University's mission as a public educational institution and by which the University is materially affected.

In the event of termination for cause, the University shall be relieved of all payment obligations under this Agreement as of the effective date of the termination for cause.

Notice of termination by University must be made to Coach in writing and is effective upon receipt unless such written notice indicates otherwise. Upon termination, Coach shall be relieved of all further obligations under the Agreement. University is not responsible for any additional compensation under this Agreement, and payment made by University as provided above in this Agreement will be in full satisfaction of all claims. Coach is obligated to notify University of new employment and provide a copy of employment agreement(s), including subsequent adjustments.

- X. Binding Arbitration: After first exhausting all administrative remedies and requirements under University Regulations and Policies, Coach agrees that any controversy or claim based upon the alleged breach of any legal right relating to or arising from Coach's employment shall, on the written request of either Party served on the other, be submitted to binding arbitration before a single arbitrator from JAMS Panel of Neutrals. JAMS shall provide a list of three arbitrators who are qualified to hear the dispute as determined by the JAMS National Arbitration Committee. Within ten (10) days



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of receipt thereof, each Party shall strike one name from the list, the Coach shall strike first and notify the University of such choice and the University shall strike last. Notwithstanding the foregoing the Parties may mutually agree upon a qualified arbitrator or upon a mutually agreed upon neutral to select the arbitrator for them. Coach and the University stipulate and agree that any arbitration will be held in Tampa, Florida, pursuant to the Comprehensive Arbitration Rules and Procedures (or any comparable rules then in existence) (the "Rules"). Pursuant to the Rules, discovery may include depositions, interrogatories and document production. In any controversy between the University and Coach involving the construction, application or enforcement of this Agreement, the arbitrator must base his/her decision upon the written Agreement and he/she shall not have power to modify, add to or ignore terms of the Agreement. The written decision of the arbitrator shall be final and binding upon both Parties and may be entered in any court having jurisdiction thereof. Arbitrator compensation and administrative fees shall be borne equally by the Parties. The Parties agree to pay their own attorney's fees and costs.

- XI. Additional Terms, Conditions and Warranties. Coach warrants, represents and acknowledges:
- A. Coach will make every effort to support the educational mission of the University;
 - B. Coach has the necessary knowledge, skill, qualifications and experience to serve as a Coach for the Program;
 - C. Coach will become familiar with and abide by NCAA and Conference rules or by-laws governing the Program, and any state and University law, rule, policy or procedures that govern intercollegiate sports or employment;
 - D. Coach acknowledges there are no other contractual obligations or agreements that will interfere with the performance of duties under this Agreement, and should Coach desire to engage in any outside activity, to include activities that may or may not be compensated, Coach will do so only upon the filing and approval of an Outside Activity form by the Athletic Director;
 - E. Coach will provide written notice to and receive advance approval from the Athletic Director prior to acceptance of any athletically-related income and benefits from outside of the University, such approvals not to be withheld unreasonably;
 - F. Coach has not been found to have violated any NCAA or conference rules or by-laws, has disclosed any investigation in which he was being investigated or was witness, and disclosed any lawsuits filed against Coach in his official or personal capacity arising out of any prior employment;
 - G. Coach has not been convicted of, and is not subject to prosecution for the commission of, a disqualifying offense pursuant to Chapter 435, Florida Statutes and shall promptly notify University of any future arrest, conviction, or allegation of criminal behavior or activity involving moral turpitude.
 - H. Coach is subject to NCAA and Conference bylaws, regulations, or other procedures and NCAA and Conference discipline and corrective action for violation of those institutions' bylaws, regulations, or other procedures.
 - I. Coach's reported academic credentials are accurate as stated in any application materials submitted to the University or reported by or on behalf of Coach (i.e. current or past employer's websites and publications).



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XII. Waiver of University Non-reappointment Policy. Coach agrees to waive otherwise applicable provisions of Florida Board of Governors (FBOG) or University rule, regulation or policy regarding length of notice of non-reappointment. Coach and the University have alternatively agreed to the termination provisions of this Agreement and that Coach may be non-reappointed or terminated under those terms.

XIII. General Provisions.

- A. 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.
- B. Modification/Amendment. The Agreement may only be modified by mutual written agreement of all Parties.
- C. Public Record. The Parties agree and acknowledge that this Agreement is subject to the public records provisions under Chapter 119, Florida Statutes,.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. Jurisdiction and Venue. The Parties agree that any court of competent jurisdiction located in Tampa, Hillsborough County, Florida will be the appropriate venue for the resolution of any dispute arising from this Agreement and the Parties irrevocably submit to the jurisdiction of such courts.
- I. Totality of the Agreement. This Agreement represents the entire agreement between the Parties regarding the employment of Coach for the Term and supersedes any and all other oral or written agreements among the Parties including any letters of intent or similar documents



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covering the Term. 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.

By their duly authorized signatures below, the Parties hereby enter into this Agreement as of the Effective Date:

COACH:



BRIAN GREGORY

**THE UNIVERSITY OF SOUTH FLORIDA
BOARD OF TRUSTEES:**



MICHAEL KELLY
Vice President of Athletics



EXHIBIT A

Performance and Incentive Bonuses. Except for the 2020-2021 basketball for which Incentive Bonuses are unavailable, the Parties agree Performance and Incentive Bonuses will be available only if all of the following conditions are met.

1. Coach is an employee of the University on the date of Program's achievement.
2. Coach performs Duties in Program's contest(s) listed below.
3. Coach or Program is not on probation by the NCAA, Conference, or University.
4. Coach or Program has not been sanctioned as determined by the NCAA, Conference, or University after exhausting all appeals.
5. The Program's annual Academic Progress Rate ("APR") reported in the University's Official Annual APR Report for the current year is not below 930 (or other minimum as established by the NCAA).

PERFORMANCE ACHIEVEMENT	BONUS AMOUNT
Regular Season Win vs The University of Central Florida	\$1,000
Win 20 games or more (non-cumulative)	\$25,000
Win 25 games or more (non-cumulative)	\$30,000
Finish in Top 4 of Regular Season Conference Standings	\$10,000
Conference Regular Season Champions	\$25,000
Conference Tournament Champions	\$25,000
NCAA Tournament berth (At-Large)	\$25,000
NCAA First-Round Win	\$20,000
NCAA Tournament Sweet Sixteen Appearance	\$25,000
NCAA Tournament Elite Eight Appearance	\$25,000
NCAA Tournament Final Four Appearance	\$50,000
NCAA Tournament National Champions	\$100,000
National Invitational Tournament (NIT) Invitation	\$15,000
National Invitational Tournament (NIT) Championship	\$25,000
Academic Year Team GPA is 3.00 or greater	\$10,000
Annual APR above 950	\$5,000
Annual APR above 975	\$7,500
Annual APR above 1000	\$10,000



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PERFORMANCE ACHIEVEMENT	BONUS AMOUNT
Top 25 Ranking in final ESPN/USA Today or AP Poll	\$15,000
Top 10 Ranking in final ESPN/USA Today or AP Poll	\$25,000
Conference Coach of the Year	\$15,000
National Coach of the Year	\$25,000