

**UNIVERSITY OF CENTRAL FLORIDA
UCF ATHLETICS ASSOCIATION, INC.**

**VICE PRESIDENT AND DIRECTOR OF ATHLETICS
EMPLOYMENT AGREEMENT**

This Vice President and Director of Athletics Employment Agreement, entered by and among the University of Central Florida Board of Trustees, a public body corporate of the State of Florida, UCF Athletics Association, Inc., a University of Central Florida direct support organization and Florida not for profit corporation, and Dr. Daniel J. White, is effective as of _____ (the “Effective Date”), and supersedes all previous contracts or memoranda between the parties (the “Agreement”).

WITNESSETH:

1. Definitions.

As used in this Agreement (including within this paragraph) the following terms shall have these meanings:

“Association” shall mean UCF Athletics Association, Inc., and shall include any other entity or public body, which may succeed by law or by assignment to the rights and obligations of the Association under this Agreement.

“AAC” means the American Athletics Conference or its successor.

“Board of Directors” shall mean the Board of Directors of UCF Athletics Association, Inc.

“Board of Governors” shall mean the Florida Board of Governors and its successors.

“Board of Trustees” shall mean the University of Central Florida Board of Trustees and its successors.

“Governing Athletic Rules” shall mean any and all present or future legislation, rules, regulations, directives, written policies, bylaws and constitutions, and any official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto promulgated hereafter by the NCAA, AAC or any other successor of such associations or conference, or by any other athletic conference, association, or governing body hereafter having regulatory power or authority relating to the athletic program of University or to the athletic program of any institution of higher learning previously employing Athletic Director.

“Laws,” “Law” or “the Law” shall mean any and all present and future city, county, state, or federal constitutions, statutes, ordinances or administrative regulations having the force of law, including without limitation those relating to gambling, bookmaking, betting, fraud, narcotics, drugs, controlled substances, steroids, and other chemicals.

“NCAA” shall mean the National Collegiate Athletic Association, and its successors.

“President” shall mean the President of the University, Chairman of the Association, the Interim President of the University, or any person appointed by the Board of Governors, Board of Trustees or other authorized public body or officer to discharge the functions of the office of President of the University, or any person expressly appointed or designated by any of the foregoing to grant consents or to receive reports hereunder.

“White” shall mean Dr. Daniel J. White.

“University” shall mean the University of Central Florida.

“University Regulations” shall mean any and all present of future legislation, rules, regulations, and official or authoritative interpretations thereof, and any and all amendments,

supplements, or modifications thereto promulgated hereafter by University, Association, the Board of Governors or, the Board of Trustees, or any other public entity, officer, or agency succeeding to the powers, rights, duties or obligations of any of such bodies.

2. General.

White is an experienced athletic administrator with an established professional reputation. White represents that he is reasonably familiar with the Governing Athletic Rules and University Regulations, and that he will remain familiar with them in the future. University employs White as Vice President and Director of Athletics for University, and Association appointed White as its President, and White desires to continue such employment and appointment. Association, a University direct support organization, is charged by University with the responsibility and duty of managing, operating, and financing the intercollegiate athletic programs of University. The parties represent that they are respectively legally authorized and competent to enter into this Agreement and that no conflicting obligations to other parties preclude or restrict that capacity. The parties desire to encompass all rights and obligations of White, University, and Association in this Agreement.

3. Parties.

White is an individual residing in Winter Park, Orange County, Florida. Association is a Florida not for profit corporation with its principal place of business at 4000 Central Florida Boulevard, Orlando, Florida. University is a public university located in Orlando Florida and is a member of the state university system of Florida. Written notices hereunder shall be given to University and Association in care of the President at his office at the University of Central Florida, Orlando, Florida, and shall be given to White at his office at the offices of the Association at University in Orlando, Florida, or if no longer employed at the University, at his

residence address. Notices on behalf of the Association or University may be given by the President or such other person as Association may designate for such purpose.

4. Employment, Length of Contract, and Salary.

A. University employs White as the Vice President and Director of Athletics for University, and Association appoints White to serve as President of the Association, and White hereby accepts such employment and appointment. The employment shall be in the Executive category, non-tenure earning, and subject to the Constitution and Laws of State of Florida and the United States, and the rules, regulations, policies, and procedures of the Florida Board of Governors and the University as amended from time to time as well as the provisions of this Agreement.

B. This Agreement, unless otherwise terminated or extended by its terms or by subsequent agreement of the parties, is effective as of the Effective Date, and shall continue in force until May 10, 2025 (“Term”). On May 11th of each year of the Agreement (the “Rollover Date”), the Term shall automatically extend for one additional year so that the remaining Term shall always be five years.

C. White shall be paid One Million Eighty-One Thousand Five Hundred Dollars (\$1,081,500) from the Effective Date of this Agreement until the first Rollover Date of the Agreement’s Term (the “Base Salary”), and of this amount Two Hundred Thousand Dollars (\$200,000) shall be paid by the University and Eight Hundred Eighty-One Thousand Five Hundred Dollars (\$881,500) and all other employment costs shall be paid by Association. On the first Rollover Date of the Agreement’s Term, White’s Base Salary shall increase by five percent (5%), and White’s Base Salary shall continue to increase by 5% annually during the Term, with such increase taking effect on the Rollover Date of each year of the Agreement. Such Base Salary shall

be paid in bi-weekly installments. During the term of this Agreement, White's Base Salary shall increase by One Million Dollars (\$1,000,000) in the event that UCF's annual athletic conference distributions increase by Twenty Million Dollars (\$20,000,000) over fiscal year 2017-18 levels.

D. In addition to the base salary described in Paragraph 4.A, Association will contribute \$250,000 total to a deferred compensation plan for the benefit of White. This amount will vest on December 15, 2020 if White remains continuously employed as Vice President and Director of Athletics for the University and President of the Association through that date. Otherwise, the contributions will be forfeited. Commencing on the date White's deferred compensation vests, December 15, 2020, the sum of \$50,000 will be added to White's base salary and he shall no longer receive deferred compensation.

E. As stated above, Two Hundred Thousand Dollars (\$200,000) of White's Base Salary shall be paid by the University. All other compensation amounts for White, including but not limited to additional compensation, incentives, and benefits, shall be paid only by Association except as expressly set forth herein, or as expressly approved in writing by the President. To that end, White will not solicit or accept gifts of cash or of substantial value or accept hospitality of substantial value other than reasonable social hospitality from any person, including, without limitation, a person who is a "representative of the athletic interests of the University" as that term is defined in Governing Athletic Rules.

5. Duties.

A. White shall devote full time to serving as Vice President and Director of Athletics for the University and President of the Association. White shall act under the general supervision of and shall report to the President of University and the Board of Directors of the Association. He shall perform to the reasonable satisfaction of the President and the Board of

Directors the duties and responsibilities ordinarily performed by the Director of Athletics at a major university, including those set forth in the job description attached as “Exhibit A” to this Agreement.

B. White is subject to the authority of the President of the University and the Association Board for the operation, results, review, and periodic evaluation of the University’s intercollegiate athletic program and the Association. White recognizes and acknowledges the importance of the maintenance and observance of the principles of institutional control over every aspect of the program and the Association. White further agrees to recognize and respect those relationships and the organizational structure of the Association.

C. White will avoid and will advise head coaches, assistant coaches, other Association employees, and players to avoid involvement with non-employee “representatives of the athletic interests of University” as that term is defined in the Governing Athletic Rules, during games, practices, or team travel, in the locker room, or as a part of recruiting activities, except as permitted by the Governing Athletic Rules.

6. Standards of Performance.

A. White shall perform his duties and personally comport himself at all times in a manner consistent with good sportsmanship and with the high moral, ethical, and academic standards of the Association and the University. At all times White shall exercise due care that all personnel and students under his supervision or subject to his control or authority shall comport themselves in like manner. White shall further observe and respect the principles of institutional control of every aspect of the athletic program.

B. White further agrees that he will at all times comply with the Law, University Regulations, and Governing Athletic Rules, and at all times shall exercise due care that

all personnel and students under his supervision or subject to his control or authority similarly shall so comply. In particular White recognizes an obligation to personally comply with and to advise all personnel and students subject to his control or authority of the importance of complying with Governing Athletic Rules relating to recruiting and the furnishing of unauthorized extra benefits to recruits and student athletes, including without limitation purchase or sale of game tickets and furnishing of unauthorized transportation, housing and meals, and with Laws and Governing Athletic Rules relating to illegal gambling, illegal betting and bookmaking, and illegal use, sale, or possession of narcotics, drugs, controlled substances, or other chemicals or steroids.

C. White recognizes that the primary mission of the University is to serve as an institution of higher learning and shall fully cooperate with the faculty and administrators of the University in connection with the academic pursuits of student athletes and shall use his personal best efforts to encourage and promote those efforts. In that respect, White recognizes that the goal of the University is that every student athlete obtains an undergraduate degree, and agrees to support fully the attainment of this goal.

7. Outside Activities.

A. Subject to the provisions of this Agreement, and with prior written approval of the University President, White may participate in other outside business activities directly or through business enterprises owned by him. These activities may include the delivery of public speeches, public appearances, the creation of and appearances on a radio show, and the writing of newspaper and magazine articles and books. These activities shall not reflect adversely upon University or Association or conflict with their interests, or interfere with the performance of White's duties as set forth herein.

B. White shall report to the President on or before May 1 of each year this Agreement is in effect the source and amount of all income and benefits received directly or indirectly by White from every such activity permitted by Paragraph 7.A, including compensation in kind, in trade, or by credit allowance as required by applicable law, University Regulations, or Governing Athletic Rules. This reporting requirement shall not require reporting of income from passive investments made with personal funds of White. However, he shall not make any such personal investment which is in conflict with or inconsistent with these duties or the mission of University.

C. Outside activities described in Paragraph 7.A shall not be operated in any manner in violation of applicable law, University Regulations, or Governing Athletic Rules. All such activities are independent of the employment of White by University, and neither University nor Association shall have any responsibility or liability for any claims arising therefrom. University may reasonably require appropriate precautions by White to maintain or secure such independence.

D. Association and University agree that White may utilize his name and title in connection with permissible and approved outside activities, and may also in such outside activities utilize the terms "Knights" or like words signifying the athletic program at University. However, without express written permission of the President, White may not use in connection with such outside activities any logo of University or Association or any other such symbol, insignia, indicia, trademark, or service mark, whether now or heretofore in existence, which suggests a relationship with Association or University or its athletic programs which is or could be protected by any copyright, trademark or other registration. Without such permission of the President, White shall not develop, endorse, or market any other such logo, symbol, insignia,

indicia, trademark, or service mark that would or could compete with those of the University. In the event the President gives permission to White to use such logo, symbol, insignia, indicia, trademark, or service mark, such permission shall be non-exclusive and non-transferable, and such permission shall expire automatically upon White's resignation or termination of employment. White shall use such logo, symbol, insignia, indicia, trademark, or service mark only for purposes specified in this Agreement and such use shall be only in a manner which will not cause embarrassment of ridicule to Association or University or be offensive to standards of good taste as reasonably determined by University. In all activities relating to any patentable invention or discovery, White shall be governed by the patent requirements set forth in University Regulations or established by Law.

8. Retirement and Insurance.

White shall be entitled to retirement contributions and benefits, moving expenses, and group medical, dental, life, accident and disability insurance benefits provided by the University under the same terms and conditions as such are from time to time available to executive employees of the University similarly situated. In the event of the termination of this Agreement, White shall be entitled to continue such insurance benefits at his sole expense as required by Law.

9. Incentive Compensation and Benefits.

A. Tickets.

White shall receive, without charge, ten (10) tickets to each home football and men's and women's basketball games and six (6) post season tickets to football and basketball games for business use.

B. Automobile.

As part of his compensation as President, Association agrees to provide a salary supplement in the amount of \$900 per month to be used by White for the purchase or lease of a vehicle. White is also authorized to obtain a vehicle for his use but only if such vehicle is donated to the Association. White's acceptance of a vehicle from Association does not relieve Association of its obligation to provide White the salary supplement described in this Paragraph 9.B. During his use of the vehicles White shall adhere to the terms of the Association's vehicle program, which is attached hereto as Exhibit B and incorporated and made a part hereof. Further, White agrees to indemnify and hold harmless the University and the Association for any claims that arise from the use of such Association provided vehicle.

C. Skybox.

White shall be provided the use of one catered football and basketball skybox for business use, in the University's home stadium/arena, at no charge, for all home games, which skyboxes shall be used for the benefit and promotion of the athletic programs at UCF.

D. Country Club Membership.

Association shall provide White with a membership in Interlachen Country Club, or a similar golf club of his choice, which shall include initiation fee and monthly dues, but not personal food or beverages. Such membership shall be used to facilitate White's duties as Athletic Director, including raising funds for athletics.

E. Incentive Compensation.

White shall be eligible for incentive compensation each year as follows:

1. Championships:

- a. Football: Two percent (2%) of base salary for each division

championship and three percent (3%) of base salary for each conference championship.

b. Basketball: Two percent (2%) of base salary for each men's and women's basketball regular season championship and two percent (2%) for each conference tournament championship.

2. Bowl Appearances:

a. Two percent (2%) of base salary if the football team participates in a non-CFP bowl game.

b. Five percent (5%) of base salary if the football team participates in a CFP bowl game.

c. Ten percent (10%) of base salary if football team wins National Championship.

3. NCAA Basketball Tournaments:

a. Two percent (2%) of base salary if men's or women's basketball team obtains an automatic or at-large NCAA Tournament bid.

b. Two percent (2%) for each win by men's or women's basketball team in NCAA Tournament.

c. Additional ten percent (10%) of base salary if men's or women's basketball wins National Championship.

4. Men and Women Olympic Sports Championships:

a. One Percent (1%) of base salary for each Olympic sport that wins a regular season or tournament conference championship.

- b. Two Percent (2%) of base salary for each Olympic sport that wins a National championship.
- 5. Academic Performance:
 - a. Ten percent (10%) of base salary if the four-year average Academic Progress Rate (“APR”), as that term is defined by the NCAA, for each team exceeds the NCAA’s minimum APR standards for its Division I sport.
 - b. Five percent (5%) of base salary for each academic term in which the average GPA for the Fall term for all undergraduate student-athletes exceeds the average GPA of the University’s undergraduate student population Fall term GPA.
 - c. Five percent (5%) of base salary for each academic term in which the average GPA for the Spring term for all undergraduate student-athletes exceeds the average GPA of the University’s undergraduate student population Spring term GPA.
- 6. Student-Athlete Conduct:
 - a. Two percent (2%) of base salary in each year when with respect to all student-athletes, coaches or any other member of the staff:
 - (1) There are no violations of the University’s Code of Student Conduct or its Code of Academic Integrity; and,
 - (2) There are no arrests, indictments, or convictions for any criminal or suspected criminal conduct; and,

(3) There has occurred no neglect or willful conduct, which violates the NCAA constitution or the NCAA Operating Bylaws, especially those pertaining to ethical conduct.

7. Attendance. Season average attendance computations shall not include student attendance or tickets provided on a complimentary basis.

a. For Football:

(1) Two percent (2%) of base salary when the season average of paid regular season home game attendance is between 18,000 and 22,999 during any subsequent season;

or

(2) Three percent (3%) of base salary when the season average of paid regular season home game attendance is between 23,000 and 27,999; or

(3) Five percent (5%) of base salary when the season average of paid regular season home game attendance is 28,000 or above; or

b. For Men's Basketball:

(1) Two percent (2%) of base salary when the average paid regular season home game attendance is between 2,600 and 3,599; or

(2) Three percent (3%) of base salary when the average paid regular season home game attendance is between 3,600 and 5,099; or

- (3) Five percent (5%) of base salary when the average paid regular season home game attendance of 5,100 or above.
8. Fundraising.
 - a. Two percent (2%) of base salary for each year that the amount of total gifts received for athletics, as determined by the UCF Foundation and/or UCFAA Development, increases by at least 15% over the previous year and an additional two percent (2%) of base salary for each additional 10%- increase during such year.
9. Budget.
 - a. Two percent (2%) of base salary for each year that the Athletic Association meets or exceeds its annual budget goal as determined by the President.
10. Director's Cup.
 - a. Two percent (2%) of base salary for finishing within the top fifty of the Director's Cup all sports rankings; or
 - b. Three percent (3%) of base salary for finishing within the top twenty-five of the director's cup all sports rankings; or
 - c. Five percent (5%) of base salary for finishing within the top fifteen of the director's cup all sports rankings; or
 - d. Ten percent (10%) of base salary for finishing within the top ten of the director's cup all sports rankings.

11. Maximum Incentive Payments.

The aggregate maximum incentive payment resulting from subparagraphs 9.E.1 – 9.E.10 and 9.E.13 shall not exceed twenty-five percent (25%) of White's then current Base Salary in any one contract year.

12. Payment of Incentives.

During the Term, all incentive compensation earned by White under Paragraphs 9.E.1 – 9.E.10 shall be paid twice annually. The first incentive compensation payment shall be on the next regularly scheduled pay period after December 15th of each year of the Agreement for all incentive compensation earned from June 15th through December 14th of each contract year.¹ The second incentive compensation payment shall be on the next regularly scheduled pay period following June 15th of each year of the Agreement for all incentive compensation earned from December 15th through June 14th of each contract year. To remain eligible to receive the incentive compensation or the additional incentive compensation payments contemplated in Paragraphs 9.E.1 – 9.E.10 and 9.E.13, White must remain employed with University as of the date when incentive compensation or additional incentive compensation is

¹ Notwithstanding the above, the incentive compensation payment for all incentive compensation earned by White under Paragraphs 9.E.1 – 9.E.10 from June 15th 2019 through December 14th 2019 shall be made on the next regularly scheduled pay period following the Effective Date of this Agreement, and such incentive compensation earned during that time period shall be subject to the aggregate maximum incentive payment contemplated in Paragraph 9.E.11 of this Agreement.

paid. Termination, for any reason, prior to such payment(s) forfeits all rights and claims to incentive compensation and additional incentive compensation.

13. Additional Incentive Compensation.

White shall be eligible for additional incentive compensation in the amount of 5% of the increase in net position per Association's audited financial statements. This compensation shall be capped at \$50,000. Payment of this additional incentive compensation shall be made on the next regularly scheduled pay period after Association's final audited financial statements are complete for each year during the life of this Agreement.

10. Termination.

This Agreement may be terminated by the parties as follows:

A. Termination without Cause.

Either party may terminate this Agreement without cause upon provision of written notice to the other. The rights of the University under this Paragraph 10.A are independent of and not limited by the existence of any rights University may have under Paragraphs 10.C or 10.D. White's rights are set forth in Paragraph 11.D herein.

B. Termination by White for Cause.

White may terminate this Agreement for cause. For this purpose, cause shall only mean failure of University or Association to timely pay any sum or provide any benefits due pursuant to paragraphs 4, 8, or 9 if:

(1) Such sum or benefit is more than thirty (30) days overdue or has not been provided for that period; and

(2) White thereafter has demanded in writing that such sum be paid or benefit provided; and

(3) After such written demand such sum or benefit remains unpaid or not provided for an additional ten (10) days; and

(4) Such sum is unpaid or benefit not provided at the time of delivery to University of a notice by White of termination.

C. Termination or Suspension by University for Cause.

University may terminate this Agreement for cause, and such right of termination shall exist notwithstanding any rights available to University under Paragraphs 10.A and 10.D.

Cause for this purpose shall mean any one or more of the following:

(1) Neglect or inattention by White to the duties of Director of Athletics after notice of such neglect or inattention has been given to White and White has continued such neglect or inattention during a subsequent period specified by the President of not less than thirty (30) days; or

(2) Insubordination; or

(3) Material, or repetitive violation or breach by White of this Agreement, including without limitation Paragraphs 5 and 6 herein, or of Governing Athletic Rules or of University Regulations; or

(4) Commission by White of a felony or conviction of a misdemeanor;
or

(5) Fraud or dishonesty of White in the performance of his duties or responsibilities hereunder; or

(6) Fraud or dishonesty of White in the preparation, falsification, or alteration of documents or records of University, Association, NCAA, or CUSA or documents or records required to be prepared or maintained by law, Governing Athletic Rules, or University Regulations, or other documents or records pertaining to any recruit or student athlete, including without limitation expense reports, transcripts, eligibility forms, or compliance reports or permitting, encouraging or condoning such fraudulent or dishonest acts by any other person; or

(7) Failure by White to respond accurately and fully within a reasonable time to any reasonable written request or inquiry relating to the performance of his duties hereunder or his prior employment at any other institution of higher learning propounded by Association, NCAA, CUSA, AAC, or other governing body having supervision over the athletic programs of University or such other institution of higher learning, or required by Law, Governing Athletic Rules, or University Regulations; or

(8) Counseling or instructing by White of any coach, student, or other person to fail to respond accurately and fully within a reasonable time to any reasonable request or inquiry concerning a matter relevant to the athletic programs of University or other institution of higher learning which shall be propounded by Association, NCAA, CUSA, AAC or other governing body having supervision over the athletic programs of University or such other institution of higher learning,

or which shall be required by Law, Governing Athletic Rules, or University Regulations; or

(9) Soliciting, placing, or accepting by White, or of someone on White's behalf, of a bet on any athletic contest of any type, whether scholastic, collegiate, or professional; or

(10) Participation by White in any gambling, bookmaking, illegal betting, or betting which is against the Governing Athletic Rules involving any athletic contest, whether scholastic, collegiate, or professional, whether through a bookmaker, a parlay card, a pool, or any other method of organized gambling; or

(11) Furnishing by White of information or data relating in any manner to any sport to any individual known by White, or whom he should reasonably know to be a gambler, better, or bookmaker, or an agent of any such person, or the consorting or associating by White with such persons; or

(12) Use or consumption by White of alcoholic beverages or narcotics, drugs, controlled substances, steroids, or other chemicals in such degree or for such appreciable period as to impair significantly or materially his ability to perform his duties hereunder; or

(13) (a) Sale, use or possession by White of any narcotics, drugs (excluding drugs properly prescribed), controlled substances, steroids or other chemicals, the sale, use or possession of which by any person is prohibited by Law or by Governing Athletic Rules; or

(b) Encouraging or condoning by White of the sale, use, or possession by any student athlete of any narcotics, drugs, controlled substances,

steroids or other chemicals, the sale, use or possession of which by any person is prohibited by Law or by Governing Athletic Rules; or

(c) Failure by White to fully cooperate in the enforcement and implementation of any drug testing program established by University or Association for student athletes; or

(14) Subject to any right of administrative appeal permitted or granted to White by such bodies, the making or rendition of a finding or determination by NCAA, CUSA, AAC, or any commission, committee, council, or tribunal of the same, of one or more major, significant or repetitive violations by White of Governing Athletic Rules, or of any such major, significant or repetitive violations by others which were permitted, encouraged, or condoned by White, or about which violations White knew or reasonably should have known and failed to act reasonably to prevent, limit, or mitigate. It is recognized that this subparagraph encompasses findings or determinations of violations during employment of White at University or any other institution of higher learning; or

(15) Failure by White to report promptly to the President any material and significant violations known to White of Governing Athletic Rules or University Regulations by assistant coaches, students or other persons under his direct control or supervision; or

(16) Failure by White to obtain prior approval for outside activities as required by paragraph 7 or to report accurately all sources and amounts of all income and benefits as required by Paragraph 7.B.

In lieu of termination for cause, and apart from any rights under Paragraph 10.D, University may suspend White for a period not to exceed ninety (90) days for any one or more of the acts or omissions representing grounds for termination for cause under this Paragraph 10.C. During a period of suspension under this Paragraph 10.C, White shall not be entitled to receive the salary provided by Paragraph 4.A.

D. Suspension for Criminal or Other Charges.

As an alternative or supplement to any other remedies available under Paragraphs 10.A and 10.C, University may suspend White for the following grounds:

(1) In the event of an arrest, indictment, or information being filed against White charging a felony; or

(2) In the event of the commencement, filing or delivery of any notice of formal inquiry or charge or in the event of a preliminary finding by NCAA or CUSA, AAC or any commission, committee, council or tribunal of the same, alleging or finding one or more major, significant, or repetitive violations by White personally of Governing Athletic Rules, or such violations by other persons which were permitted, encouraged, or condoned by White, or of which he had actual or constructive knowledge and failed to act reasonably to prevent, limit, or mitigate.

Such suspension may continue until final resolution of such matter or proceeding. During such suspension, White shall receive only the salary specified in Paragraph 4 and the benefits described in Paragraph 8, and White shall not be entitled to receive any other benefits hereunder for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of White, and does not otherwise represent an independent basis for termination hereunder for cause, University shall pay or make available to White an equitable

portion of benefits hereunder otherwise payable to him during the period of suspension. Suspension under this Paragraph 10.D shall not limit any rights of University to act pursuant to Paragraphs 10.A and 10.C. The exercise by University of rights under such Paragraphs 10.A and 10.C during or subsequent to suspension shall be governed by Paragraphs 11.C and 11.D as may be applicable.

E. Termination for Death or Disability of White.

This Agreement shall terminate automatically upon the death of White or if White becomes permanently disabled within the meaning of the provisions of the group disability insurance benefits provided to White under Paragraph 8. If such disability insurance is not available or not provided for any reason, this Agreement shall terminate automatically whenever in the sole judgment of University, the physical or mental incapacity of White shall have prevented him from performing his duties for a period of not less than nine (9) consecutive months.

11. Termination Consequences.

A. Termination by White without Cause.

(1) If this Agreement is terminated by White without cause under Paragraph 10.A. White shall not be entitled to receive any further compensation or benefits under this Agreement and shall pay or cause to be paid to the University the sums described in Paragraph 21.

B. Termination by White for Cause.

(1) If this Agreement is terminated by White for cause pursuant to Paragraph 10.B, he shall be entitled to receive any unpaid sums then due under Paragraph 4 through the date of termination as liquidated damages.

C. Termination by University for Cause.

(1) If this Agreement is terminated by University for cause pursuant to Paragraph 10.C, White shall not be entitled to receive any other compensation or benefits otherwise payable under any other portion of this Agreement.

D. Termination by University without Cause.

(1) If this Agreement is terminated by University or Association without cause pursuant to Paragraph 10.A, the University and/or the Association shall pay White his then current Base Salary over the remaining Term of the Agreement.

E. Waiver of Claims.

(1) In any instance of termination for cause or without cause effected in accordance with the procedures established in this Agreement, neither White, Association, nor University shall be entitled to receive, and each hereby waive any claim against the other, and their respective officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason by any alleged economic loss (other than the damages set forth in Paragraph 11.D herein), including without limitation loss of collateral income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of speech, camp or other outside activity fees, or expectation income, or by reason of alleged humiliation or defamation resulting from the fact of termination, the public announcement thereof, or the release by Association, University, or White of information or documents required by law. White acknowledges that in

the event of termination of this Agreement for cause, without cause, or otherwise he shall have no right to occupy the position of Athletic Director and that his sole remedies are provided herein and shall not extend to injunctive relief. White acknowledges that he has no expectation of the granting of tenure.

F. Termination by Death or Disability.

(1) In the event of termination by death or disability, White or his designated beneficiary shall receive the benefits provided by University and/or Association.

G. Absences.

(1) White shall be entitled to annual leave in accordance with and under the same terms and conditions as such is from time to time available to other employees of University similarly situated.

12. Entire Contract.

This Agreement embodies the complete agreement concerning the employment of White by University and shall, upon the effective date hereof, supersede any other oral and written agreements or memoranda between the parties. The parties agree that neither of them has made any representations with respect to the subject matter of this Agreement or any representations, including the execution and delivery hereof, except as are specifically set forth herein and each of the parties hereto acknowledges that each has relied solely on his and its own judgment in entering into this Agreement with full opportunity to seek advice of competent counsel.

13. Mutual Cooperation.

University, Association, and White agree and recognize that the maintenance of the highest level of respect and cooperation must exist between the Athletic Director and the President, and that mutual trust, confidence and cooperation are important in maintaining an effective relationship between the parties. In that respect, Athletic Director and the President will make their best efforts to assure their close cooperation in connection with the management and operation of the University's athletic program.

14. Severability.

If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this contract shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

15. Amendments to Contract.

This Agreement may be amended at any time only by a written instrument duly approved by University through its designated representatives and accepted by White, such approval and acceptance to be acknowledged in writing.

16. No Waiver of Default.

No waiver by the parties hereto of any default or breach of any covenant, term, or condition of this Agreement shall be deemed a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.

17. Retention of All Materials, Records, Credit Cards, and Keys.

All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics or any other material data, furnished to White by University or Association or developed by White on behalf of or at the expense of

University or Association or otherwise in connection with the employment of White are and shall remain the sole and confidential property of University and Association. Within ten (10) days of the expiration or termination of this Agreement, White shall cause any such materials in his possession or control to be delivered to University or Association. At the same time, White shall return to University or Association all credit cards or keys issued to him by Association.

18. Sovereign Immunity Not Waived.

It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by University or Association of any rights to claim such exemptions, privileges, and immunities as may be provided by law.

19. “Force Majeure” Clause.

Neither party shall be considered in default in the performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. “Force Majeure” shall be understood to be any cause which is beyond the reasonable control of the party affected, and which, by notice from the party affected, is forthwith brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

20. Governing Laws.

This Agreement shall be enforced and construed in accordance with the laws of Florida.

21. Other Employment/Buyout.

If White terminates this Agreement under Paragraph 10.A and White subsequently accepts any of the following positions: athletic director at an NCAA institution,

executive officer with a professional sports franchise, executive officer with a college conference, executive officer with a sports marketing or sports management company, executive officer with a broadcasting or social media company, or an executive officer with the NCAA (“Qualifying Positions”) during the Term of this Agreement including any extensions, renewals or amendments, then White shall cause his new employer to pay to the University, within sixty (60) days of the effective date of termination, an amount equal to the following (the “Buyout Amount”):

Termination on or before:	5/11/2021	5/11/2022	5/11/2023	5/11/2024	5/11/2025 and after
Amount	\$2,500,000	\$2,250,000	\$2,000,000	\$1,750,000	\$1,500,000

White and University understand and agree that said new employer may elect to pay the Buyout Amount associated with this Agreement. Such payment, by the prospective employer or other third party, to the University shall be made within sixty (60) days of the effective date of such termination and shall be considered for all purposes, consideration paid by the prospective employer or other third party to the University for the right to hire White in a Qualifying Position or otherwise engage White for services to be rendered. Such payment is expressly not a payment made to satisfy an obligation owed personally by White for payment of such fee. If the prospective employer or other third party timely pays the Buyout Amount to the University, neither White nor such prospective employer or other third party shall have any further obligation to University under this Paragraph. In the event White’s prospective employer or other third party does not timely pay the University the Buyout Amount described in this Paragraph, then White shall be deemed in breach of this Agreement and obligated to make such payment to University, and the University shall retain

all claims, rights, defenses, and remedies against White available under this Agreement, at law or equity, including the right to recover damages from White for such breach. In such case the parties agree that the University's recoverable monetary damages shall be no less than the Buyout Amount that the University was entitled to receive from White's prospective employer or other third party under this Paragraph. The parties have bargained for and agreed to the foregoing buyout/liquidated damages provision, giving consideration to the fact that termination of this Agreement, by either party, without cause prior to its expiration may cause the other party to lose compensation, certain benefits, incentives, goodwill, services, fan and alumni support that are associated with White's employment with University, and such damages are extremely difficult to determine with certainty or fairly or adequately. The parties further agree that the payment of such buyout/liquidated damages by a third party or White's new employer and acceptance by University shall constitute adequate and reasonable compensation to the University for damages and injuries suffered by said party because of such early termination without cause by the other party. The parties agree that the foregoing is not a penalty and it should not be construed or interpreted to be a penalty. Alternatively, University and White may elect to work with a new employer to assign this Agreement to the new employer for an assignment fee. Any such assignment shall be in writing and memorialized by a separate assignment and assumption agreement between White, University and the new employer. Any such assignment fee shall be paid to University within five (5) business days of the execution of the assignment and assumption agreement.

22. Public Records Law.

This Agreement will be made available to the public upon request and White appoints UCF as its agent to release this document upon receipt of a valid public records request.

IN WITNESS WHEREOF, each of the parties to this Agreement has executed this Agreement in a manner and form sufficient to bind them and such Agreement shall be effective as of

_____.

Signatures on the following page

Dr. Daniel J. White

Danny White

Signed: Friday, March 6, 2020 _____

Date: _____

UCF Athletics Association, Inc.

Thaddeus Seymour Jr.

By: Signed: Friday, March 6, 2020 _____

Dr. Thad Seymore, Jr. Chairman

Date: _____

University of Central Florida

Thaddeus Seymour Jr.

By: Signed: Friday, March 6, 2020 _____

Dr. Thad Seymour, Jr., Interim President

Date: _____

EXHIBIT A

UNIVERSITY OF CENTRAL FLORIDA

JOB DESCRIPTION

TITLE: Executive Vice President and Director of Athletics
REPORTS TO: University of Central Florida President/ UCFAA Board of Directors

Responsibilities include, but are not limited to, the following:

- 1) Initiate policy, providing supervision and guidance in all areas related to the University's intercollegiate athletic program.
- 2) Coordinate and oversee all phases of long-term and short-term financial planning, and business operations of the University's intercollegiate athletic program.
- 3) Maintain financial and statistical records of the University's intercollegiate athletic program for management and planning purposes.
- 4) Serve as liaison to the AAC, NCAA, University, and other athletically related entities.
- 5) Directly or indirectly supervise the Head Football and Men's and Women's Basketball Coaches in daily and long-term operations.
- 6) Supervise and direct all Associate and Assistant Athletic Directors.
- 7) Represent intercollegiate athletics at Association, Golden Knights Club, and University events and meetings.
- 8) Other duties that may from time to time be assigned by the President of the University or the Association's Board of Directors.

**UCF ATHLETICS ASSOCIATION, INC.
VEHICLE PROGRAM**

PURPOSE:

The purpose of UCF Athletics Association, Inc (UCFAA) Vehicle Program is to provide guidance for the safe and economical procurement, operation, and maintenance of UCFAA vehicles within compliance of UCFAA policies and procedures.

DEFINITIONS:

“UCFAA vehicles” are those automobiles that are (1) donated by a car dealer to be used by an UCFAA employee, or UCF employee working on behalf of UCFAA, until either a dealer mandated mileage threshold or time period has been met; (2) vehicle leased in the name of UCFAA, with payments funded by the dealer, for use of an UCFAA employee or a UCF employee working on behalf of UCFAA; or (3) a vehicle that is leased (or purchased) and funded directly by UCFAA. In all cases, the vehicles are added to UCFAA’s auto liability and collision insurance policies.

POLICY/PROCEDURE

I. Driver Authorization

- a. The UCFAA vehicle program is coordinated internally by the Human Resources & Risk Management, under the direction of the Athletics Director (or designee). Requests and questions regarding the vehicle program should be directed to the Human Resources & Risk Management. The Athletics Director (or designee) determines the allocation of the UCFAA vehicles and are generally provided to Departmental administrators and coaches who are involved in recruiting and public relations activities.
- b. Human Resources & Risk Management shall maintain records for the names of individuals who receive an UCFAA sponsored vehicle to facilitate the reporting of taxable value and personal/business mileage, as required by the Federal Tax Reform Act of 1984.
- c. Most of the property damage, personal injury, and death from motor vehicle collisions are directly attributable to driver error. It is a privilege and a serious responsibility to operate an Athletics sponsored vehicle, particularly when there are passengers involved. For this reason, Athletics reserves the right to be highly selective in

approving University and Association employee drivers of courtesy or lease vehicles.

- d. All authorized drivers must possess a valid operator's license, to be kept on file with Human Resources & Risk Management. All drivers will be subject to an initial motor vehicle records check and periodic re-approval to ensure each operator continues to possess a valid operator's license and has a positive driving record. In the event the authorized driver's license becomes suspended, or he/she does not maintain a positive driving record, he/she will become ineligible for participation in the vehicle program.

II. Personal Use/Misuse

- a. UCFAA vehicles are considered an employment benefit and assigned to designated University and Association employees. Consequences of misuse of UCFAA vehicles may result in disciplinary action, up to and including termination from this program.
- b. UCFAA vehicles are for authorized personnel only. Operation of an UCFAA vehicle by non-designated personnel without prior approval by Human Resources & Risk Management is prohibited. Employees consenting to the misuse of Athletics sponsored vehicles may be subject to exclusion from further Athletics sponsored vehicle utilization.
- c. In the event of termination from vehicle program and/or employment, employees designated for participation in the vehicle program are to return the vehicle to Human Resources & Risk Management prior to the last day worked clean of debris, and with a minimum half tank of gas. Failure to return the vehicle clean of debris (including any damage due to smoke or pet dander) and a minimum half tank of gas will result in the employee being charged the actual cost of cleaning and gas, plus a \$25 administrative fee, to be collected post-tax from their next available paycheck. Negligent care / excessive wear and tear of an Athletics sponsored vehicle may result in the damages being charged back to the employee at fair market value of said cost. In the event employee is no longer employed with Athletics, he/she will be invoiced for said costs plus a \$25 administrative fee and subject collections as appropriate.

III. Insurance Coverage

- a. Automobile liability and physical damage insurance coverage for the employee and dealer car is included under the Vehicle Program. UCFAA will provide automobile liability and physical damage insurance coverage for the vehicle and authorized employee. Such insurance shall be provided through a master policy with a commercial insurance carrier and is subject to acceptance of the employee by the carrier's insurance. All recipients of UCFAA vehicles are required to pay \$100 per month of the insurance premium as coverage during the employees use of the vehicle for personal reasons.

- b. In the event the employee is not eligible for coverage under Athletics master policy, he/she will not be eligible to participate in the vehicle program.
- c. All accidents involving an UCFAA vehicle or other vehicle damage must be reported to Human Resources & Risk Management **immediately**. UCFAA will carry coverage with a \$1,000 deductible, which will be the responsibility of the employee. In the event there is damage to the vehicle and administration makes the decision not to run the claim through insurance, employee will still be responsible for the first \$500 of the total repair cost.

IV. Operator Conduct / Safety

- a. Ascertain and comply with the dealer's conditions for providing the vehicle, to include as use, mileage before trade-in, out-of-state travel limitations, maintenance, plating, etc.
- b. Ensure that UCFAA's Vehicle Insurance Memorandum is kept in the vehicle at all times.
- c. Report all damages or accidents immediately (e.g. within 24 hours) to Human Resources & Risk Management.
- d. Pay for the servicing to operate the vehicle, including regular maintenance per the vehicle manufacturer standards (e.g. tire rotation, oil changes, damage repair).
- e. Maintain the vehicle in top condition at all times to include regular exterior washes and keeping interior clean of trash, dirt, pet hair, etc. Records of such maintenance should be kept and available at anytime if request is made by UCFAA.
- f. Ensure that the vehicle is driven by an authorized user only.
- g. Return the vehicle in good condition to the dealer at the specified odometer reading or period of lease. Any charges for repairs should be requested and paid for by the user.
- h. Ensure that student-athletes do not drive UCFAA vehicles, as it would be a direct violation of NCAA rules and regulations.
- i. Report mileage on the fifteenth of each month on the designated UCFAA vehicle via the applicable program form.
- j. Assume liability for following University parking policies and for any traffic or parking violations resulting from use of the vehicle. Failure to remedy such a situation immediately may result in the loss of the use of a UCFAA vehicle. Citations for all parking, toll and traffic violations will be the personal responsibility of the operator. If unpaid parking, toll and traffic violations reach judgment status, the unpaid violations plus a \$25 administrative fee will be deducted post-tax from the employee's following paycheck. Vehicle operators with more than three (3) points on their driver's license will be subject to appropriate disciplinary action, up to termination of UCFAA vehicle program privileges.
- k. Operate vehicle within compliance of local, state, and federal guidelines (e.g. seat belts,

traffic rules and regulations, use of cell phones, etc.) Do NOT operate any vehicle while distracted or impaired.

1. Transporting and/or consuming unlawful, hazardous, toxic, or dangerous material, waste, objects (e.g. firearms, weapons, alcoholic beverages, narcotics, tobacco, hitchhiker, etc.) in a UCFAA vehicle is strictly prohibited at all times.

V. IRS Tax Reporting

- a. UCFAA will report the value of the courtesy cars on Form W-2. Information regarding the type of automobile and the amount of personal use must be provided by the employee in order to determine the amount of income to be reported on Form W-2. The "Dealer (Courtesy) Vehicle Usage" form should be completed for dealer (courtesy) automobiles used in the twelve-month period.

VI. Accident Reporting

The following procedures should be followed whenever an UCFAA vehicle is involved in an accident, regardless of the extent of damage or fault:

Immediate Action:

- a. Stop immediately – notify police so that an official report can document the accident. Drivers should cooperate with police without volunteering extra information. Provide name, address, license number, vehicle registration, employer name and insurance carrier only. Damaging admissions can be used in court later. Exchange information with the other driver, including: addresses, phone numbers. License plates, and insurance companies. Do not rely only on the police report.
- b. Take necessary steps to prevent another accident.
- c. Call a doctor, ambulance or emergency medical team, if necessary. Render aid to the injured until help arrives.
- d. Look around for witnesses and take pictures of the scene and other vehicles involved. Obtain names and addresses of all witnesses. If there are no witnesses, make notes as accurately as possible and in complete detail. Draw any diagrams that may be helpful later.
- e. Write notes in extreme detail following the accident. These notes may prove crucial later if the case goes to court. Note anything suspicious about the surroundings, the other car, its occupants and the type of accident.
- f. Notify Human Resources & Risk Management within 24 hours of the accident and include all information noted above.

VII. Vehicle Security

- a. The security of UCFAA vehicles and their contents is the responsibility of the operator. Vehicles, when left unattended for any reason, are to have the keys removed from the ignition and the vehicle locked.
- b. Vehicles that become disabled on the road are to be secured with all possible precautions taken to prevent theft or vandalism. In the event that a vehicle cannot be secured in its present location, the driver will have the vehicle towed to a facility where it can be secured until assistance arrives. **THE OPERATOR IS RESPONSIBLE FOR VEHICLE SECURITY.** Vehicles will not be left along highways or in any area where vandalism could be easily accomplished.

VIII Motor Vehicle Procurement

- a. Courtesy Vehicle – In the event the employee is provided a vehicle, he/she will work with the Director of the Wheels Club to make arrangements with the dealer for the pick-up, exchange and return of automobiles as requested by the dealer.
- b. Leased Vehicle - All motor vehicles acquired from a leasing agency are subject to the terms of the lease. In general, most vehicles should be replaced as per the terms in their respective leases. However, there may be circumstances in which vehicles may be replaced sooner (such as excessive maintenance or repair costs) or retained longer (such as unusually low mileage or maintenance costs). The Director of the Wheels Club will determine when vehicles are to be leased / returned based on best practices.

IX. Transfers

Vehicles may be transferred from one authorized vehicle operator to another within Athletics at the discretion of the Director of the Wheels Club and Human Resources & Risk Management. Transferred vehicles must be in sound mechanical condition and with current vehicle maintenance records.

X. Titles and Registration

All original vehicle titles and registration receipts will be acquired and maintained by the Human Resources & Risk Management. Registration renewals will be distributed to the vehicle operator. Vehicle operator is to place the renewal sticker on the license plate and keep the registration in the glove box of the vehicle.

XI. Preventive Maintenance

All Athletics sponsored vehicles will be maintained using a preventive maintenance schedule on a routine basis.

All authorized vehicle operators are responsible for ensuring vehicle preventive maintenance is scheduled and performed on a routine basis in accordance with manufacturers' recommendations. Failure to comply with preventive maintenance notices could result in losing the privilege to operate the vehicle.

As a minimum, the following checks should be accomplished on a regular basis: tire condition and pressure, gauges, engine oil level, lights/signals, fuel, windshield washer fluid level, and rear license plate.

XII. Training

In collaboration with insurance agency, Human Resources and Risk Management will provide periodic training for all employees provided a UCF Athletics sponsored vehicle.

XIII. Auto Stipend Alternative

UCFAA also offers select employees the option of receiving a monthly stipend (amount is determined based on position) in lieu of a vehicle. If an employee is offered a vehicle but does not wish to abide by the policies set forth above, the employee may accept the stipend in order to secure a personal vehicle. Those individuals receiving stipends will be required to show proof of personal liability insurance of a minimum of \$100,000 per person/\$300,000 per occurrence, and property damage of \$100,000.

XIV. Acknowledgement

By participating in the UCFAA vehicle program, I agree that I have read, understand, and will abide by all the policies and procedures set forth in this document, as well as State and Federal guidelines related to safe driving. Through my participation in this program, I give permission for UCFAA to secure my driving record at any time.

Employee Signature

Date

Employee Name (print)

Driver's License Number / State