



UCF ATHLETICS ASSOCIATION, INC.
EMPLOYMENT AGREEMENT

On behalf of the UCF Athletics Association, Inc. (Athletics), it is a pleasure to offer you this agreement for services as described below. This agreement is subject to the Constitution and Laws of the State of Florida and the policies set forth in the Athletics Employee handbook.

Employee Name: David Gibbs
Position Title: Co-Defensive Coordinator Department: Football
Length of Agreement: From: To: January 31, 2023
Annual Rate of Pay: \$450,000.00 Classification: Exempt
Benefits: Eligible Leave: Sick

Special Conditions of Employment:

Attached is the position description, Addendum "A", associated with the position title stated above, and this addendum is incorporated by reference and made a part hereof.

Full knowledge of NCAA, American Athletic Conference (Conference) or any conference hereinafter that the University of Central Florida (UCF) may be a member, UCF and Athletics rules, regulations and policies is a critical element of this position.

This agreement with all Addendums embodies the complete agreement regarding employment and it replaces any previous agreement that covers all or part of this period and supersedes any such previous agreement.

Employee may be terminated without cause upon written notice from the Director of Athletics or his designee. In the event of such termination, Employee acknowledges and accepts a duty to mitigate damages hereunder, and shall diligently search for employment.

Employee may terminate this agreement without cause upon written notice to the Head Football Coach. Upon such termination by employee, UCFAA shall be entitled to receive at the option of the UCFAA (unless otherwise waived) either (i) the remaining balance of the salary payable; or (ii) a negotiated payment as identified in Addendum "B", if attached hereto and incorporated by reference and made a part hereof.

Nothing herein shall be construed as a guarantee of income derived from any duties associated with sports camps or other outside employment income. Employee may be eligible for additional benefits and / or incentive compensation set forth on Addendum "C".

[X] Check here if Addendum "B" is attached.

[X] Check here if Addendum "C" is attached.

UCF Athletics Association, Inc.

By: Terry Mohajir
Name: Terry Mohajir
Title: Director of Athletics
Date: 2/18/21

Employee

By: David Gibbs
Name: David Gibbs
Title: Co-Defensive Coordinator
Date: 2/18/21

**1. OUTSIDE EMPLOYMENT AND ACTIVITIES.** Employee shall obtain the Athletics Director's advance approval to engage in any outside athletically related income activities which could impact the Employee's responsibilities to Association, and accurately report all sources and amounts of income and benefits. Sources of such income and types of activities shall include, but are not limited to, the following:

- |  |                               |  |
|--|-------------------------------|--|
| A. Outside employment (paid or unpaid) | B. Income from annuities      | C. Affiliation with other sports groups or teams               |
| D. Television and radio programs       | E. Sports camps               | F. Housing (including preferential housing arrangements)       |
| G. Country Club memberships            | H. Complimentary ticket sales | I. Endorsement or consultation contracts (shoe, apparel, etc.) |

**2. STANDARDS.**

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

B. Employee further agrees that he or she, as well as all personnel and students under his or her control / authority, will remain current and comply with applicable federal and state laws including the Buckley Amendment, HIPPA (Health Insurance Portability and Accountability Act), University regulations, and governing athletic rules. In particular, Employee recognizes an obligation for self and personnel / students under his or her control / authority to comply with laws and governing athletic rules including, but not limited to: recruiting and furnishing of unauthorized extra benefits to recruits and student athletes; illegal gambling; illegal betting and bookmaking; and illegal use, sale or possession of narcotics, drugs, controlled substances or other chemicals or steroids. In the event that Employee becomes aware, or has reasonable cause to believe, that violations of governing athletic rules may have taken place, he or she shall report fully and accurately the same to the Athletics Director in a timely manner.

C. Unless notice has been given by Association to terminate employment, Employee shall not under any circumstances discuss or negotiate directly or indirectly prospective employment with any other institution of higher learning or professional athletic team without notifying the Association.

D. Association shall have the right to take disciplinary or corrective action, short of suspension or termination for cause, against Employee for violation of any provision of this contract or for any reason which would allow termination for cause listed below. Such disciplinary action may include, but is not limited to reprimand or probation and shall not affect Association's rights of termination. In addition, Employee shall be subject to disciplinary or corrective action by appropriate officials for any violation of NCAA or Conference regulations. Such action or inaction by appropriate officials shall not preclude or in any manner affect Association's right to take corrective or disciplinary action.

E. Employee recognizes that the primary mission of University is to serve as an institution of higher learning and shall fully cooperate with academic counselors or similar persons designated by Association to assist student athletes and the faculty and administrators of University in connection with the academic pursuits of student athletes and shall use his/her personal best efforts to encourage and promote those efforts. In that respect Employee recognizes that the goal of Association and the University is that every student athlete obtains a baccalaureate degree and agrees to fully support the attainment of this goal.

F. Employee shall at all times take every action necessary to remain current, comply with, and implement the policies of Association and University relating to substance abuse and to class attendance by students subject to his/her direct control or authority, and to exercise due care that all personnel and students subject to his/her direct control or authority comply with such policies.

**3. TERMINATION FOR CAUSE**

- A. Neglect, inattention, or refusal by Employee to perform the duties as specified in Addendum "A".
- B. Failure to comply with Athletics policies and procedures set forth in the employee handbook and policies and procedures manual; or
- C. Failure to pass NCAA compliance (Level I/Level II/show cause infractions) or criminal/sex offender background checks conducted as part of hiring process; or
- D. Material, significant or repetitive violation or breach of contract by Employee, including above Standards and Outside Employment and Activities; or
- E. Commission by Employee of a criminal violation of law whether prosecuted or not (excluding minor traffic offenses); or
- F. Fraud or dishonesty of Employee in the preparation, falsification, or alteration of University, Association, or Conference documents or records; or
- G. Use or consumption by Employee of alcoholic beverages or narcotics, drugs, controlled substances, steroids, or other chemicals in such degree and for such appreciable period as to impair significantly or materially his ability to perform his duties hereunder; or
- H. Commission of or participation in by Employee of any act, situation, or occurrence which brings Employee into public disrepute, contempt, scandal or ridicule, or failure to conform personal conduct to conventional standards of good citizenship, with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon University's or Association's reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to a level warranting criminal prosecution by relevant authorities.

**4. SUSPENSION FOR CRIMINAL OR OTHER CHARGES**

As an alternative to the above, the Association, at the discretion of the Director of Athletics, may suspend Employee with or without pay (for up to 60 days) in the event of any formal criminal inquiries or charges being filed against the Employee or condoning of such activities by personnel and/or students under such control or authority which the Employee failed to act reasonably to limit or prevent, and such suspension may continue until final resolution of the matter or proceeding.

The Association, at the discretion of the Director of Athletics, may also suspend Employee with or without pay (for up to 60 days) in the event of any formal charges being filed with the NCAA (major infractions) against the Employee or condoning of such activities by personnel and/or students under such control or authority which the Employee failed to act reasonably to limit or prevent, and such suspension may continue until final resolution of the matter or proceeding.

**5. TERMINATION FOR DEATH OR DISABILITY**

This contract shall terminate automatically upon the death of Employee or if Employee becomes totally disabled, preventing him or her from performing the defined duties for a period of not less than three (3) consecutive months. In the event of termination by death or disability, neither Employee nor his or her estate shall be entitled to any compensation or benefits provided for in this contract except any group insurance benefits as required by law.

**6. GOVERNING LAWS.** This contract shall be enforced and construed in accordance with the laws of Florida.

**7. CAMPS AND CLINICS.** During the term of this contract, Employee shall be permitted to operate approved camps and clinics subject to the restrictions set forth by the Association. Employee agrees to operate all activities related to approved camps and clinics through the appropriate Association offices as designated by the Camp Liaison.

**8. PUBLIC RECORDS.** Employee hereby consents to release a copy of this Agreement in connection with any public records requests or media inquiries for same. During the term of employment, Employee hereby irrevocably appoints Association as his/her agent for this limited purpose and hereby authorizes Association, on Employee's behalf, to release a copy of this Agreement and any amendments, exhibits, schedules or attachments thereto.

EE Initial:   *AK*



As stated in the employment agreement between the UCFAA and David Gibbs, below are the additional terms during the period through January 31, 2023:

**Incentive Compensation**

Employee will be eligible to receive a bonus equal to one month's gross salary for winning a conference championship and preparing the team for and coaching in the NCAA sanctioned bowl game. Employee will be eligible to receive a bonus equal to one half of one month's gross salary for preparing the team for and coaching in the NCAA sanctioned bowl game absent a conference championship. Employee shall be disqualified for bonus pay in any year in which any NCAA violation involving employee results in disciplinary action, whether imposed by the NCAA or self-imposed.

**Additional Benefits**

1. Reimbursement of relocation expenses as per Association policy (*subject to taxation per IRS regulations*)\*
2. Reimbursement of temporary housing expenses up to a maximum of 30 days (*subject to taxation per IRS regulations*)\*
3. Participation in UCF Athletics' vehicle program – UCF provided auto (courtesy / lease) or an auto allowance (*subject to taxation as per IRS regulations*)
4. Sick leave, holidays
5. Retirement plan
6. Membership options in a variety of health, life, and or supplemental group insurance programs

\* - If employee voluntarily terminates employment with UCF Athletics prior to completing one football season, including the Conference championship game (if applicable), he will be responsible for reimbursing the UCFAA the relocation and temporary housing expenses mentioned above. Reimbursement of relocation and temporary housing is at the discretion of the Director of Athletics, and unless agreed upon otherwise, payment to the UCFAA shall be made within 90 days of termination by employee.

Employee may from time to time be offered additional benefits in connection with his/her employment. The use of such benefits is not an element of employment; it is an optional item that is not provided as, or in lieu of, other compensation. Further, the employee acknowledges and agrees that the employee has no rights or claims for additional benefits under this agreement, and such use is at the discretion of the A.D. In the event that the employee is provided such benefits, employee agrees to comply with all then in effect rules, regulations and policies.

Employee Initials

A.D. Initial



UCF ATHLETICS ASSOCIATION, INC.  
EMPLOYMENT AGREEMENT  
Addendum "B" – Liquidated Damages

As stated in the employment agreement between the UCF Athletics and David Gibbs, below is the revised liquidated damages term during the period through January 31, 2023:

**Liquidated Damages**

Employee may be terminated without cause upon written notice from the Director of Athletics or his designee. In the event of such termination, Employee acknowledges and accepts a duty to mitigate damages hereunder, and shall diligently search for employment. Amount due employee for remainder of term to be paid in accordance with normal UCF Athletics payroll procedures, and shall be reduced by any subsequent employment compensation. Employee agrees to immediately notify UCFAA if subsequent employment is obtained.

In the event of resignation of Head Football Coach, Employee shall be entitled to receive either the salary payable for the remainder of the term or 90 days termination notice, whichever is less, paid in accordance with normal UCF Athletics payroll procedures, provided that such amount shall be reduced by any subsequent employment compensation. Upon resignation of the Head Football Coach, Employee may terminate this agreement for any reason without penalty.

Employee may terminate this agreement without cause upon written notice to the Head Football Coach. In the event of resignation of employee, UCFAA shall receive either (a) \$450,000 if prior to the end of the 2021 football season (including Conference championship game, if applicable), or (b) Fifty percent (50%) of remaining balance of salary payable if after the end of the 2021 football season (including Conference championship game, if applicable) but prior to the end of the 2022 football season (including Conference championship game, if applicable). This buyout shall be waived by the Director of Athletics if Employee terminates this agreement after the end of the 2021 football season (including Conference championship game, if applicable) to accept a coaching position in the NFL, or a collegiate coaching position where said employee is determined to be the Head Coach or Play Calling Coordinator.

Unless agreed upon otherwise, payment to the UCFAA shall be made within ninety (90) days of termination by employee.

Employee Initials

A.D. Initial