



Coach Willie Taggart
9568 Deer Valley Drive
Tallahassee, Florida 32312

Re: Letter of Offer and Memorandum of Understanding Regarding
Head Football Coach – Florida Atlantic University

Dear Coach Taggart:

I am pleased to offer you the position of Head Football Coach for Florida Atlantic University. In the interests of time, I am providing you this Memorandum of Understanding to present the material terms of this offer. These and other terms will be incorporated into a superseding formal employment contract with Florida Atlantic University for execution by you at the earliest possible date. By signing below, you agree to accept the position at this time on the terms and conditions described herein.

Your compensation as Head Football Coach will be the following:

- Guaranteed annualized base salary of \$750,000.
- Annual Retention Bonus (beginning January 15, 2021, and each January 15 thereafter) of \$25,000.
- Performance incentive compensation for the program achieving agreed upon athletic performance goals in such categories as winning a conference championship, receiving a bowl or CFP invitation, and earning certain national final rankings. To earn any performance incentive compensation in this or the following sections, you must be Head Coach of the program at the time program achieves the goal, and you must remain Head Coach through the following March 30th. The incentive amounts below are not cumulative; you will be paid the highest amount associated with the program achieving any of the following:
 - Conference Championship - \$20,000 (appearance), or \$40,000 (win)
 - Bowl Game - \$30,000 (appearance in any bowl game); or \$100,000 (appearance in a CFP New Years Six bowl game); or \$250,000 (appearance in a CFP Semi-final bowl game); or \$350,000 (appearance in the CFP National Championship game); or \$500,000 (win CFP National Championship)
 - Top Ten Final Finish - \$100,000; or Top Twenty-Five Final Finish - \$50,000
- Performance incentive compensation for the program achieving agreed upon academic performance goals in such categories as APR rates and team GPA.
- Performance incentive compensation for you personally being named Conference Coach of the Year - \$15,000, or National Coach of the Year - \$50,000.
- Provision of a business vehicle or reasonable car allowance, complimentary tickets to FAU football games and other athletic contests, sponsored retail apparel and gear, membership privileges at Boca Raton Resort & Club, access to a private suite for home game contests, spouse/dependent children may travel on team charters for away game contests, and a cell phone.

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- Reimbursement for your reasonable and documented household moving expenses in accordance with University policy and state law.
- Eligibility to conduct coaching camps for supplemental income.
- Full standard benefits on the same terms as provided by the University to FAU Administrative Management and Professional (AMP) employees, subject to the same University regulations, policies and payroll practices applicable to AMP employees, with contributions and benefit amounts based upon the base salary where relevant.
- Final employment is contingent upon appropriate results from a University background check and completion of an I-9 employment eligibility form.

Among other terms, your employment agreement includes the following:

- The term of your appointment as Head Coach is five years, beginning December 11, 2019, and concluding December 31, 2024
- You shall be prohibited from receiving benefits or compensation other than as described above from any other source, or engaging in any other outside activity, without prior written consent from the FAU Athletics Director.
- If you terminate the contract, or if the University terminates the contract for cause, the University shall not be liable for any payments or benefits after the date of termination. Cause shall be defined in the formal employment contract to include: (i) any act or omission that amounts to neglect of, failure to perform, or refusal to perform your enumerated duties as Head Football Coach; (ii) grave dishonesty, insubordination, conduct, or derogatory comments that adversely affect the University, the Program, or the University's Athletics Department, including reputational injuries; (iii) material breach of any University regulation or policy or any term of the formal employment contract; (iv) any reckless or knowing act or omission that is illegal (except for minor traffic offenses), fraudulent or involves moral turpitude.
- If you and/or the football program are found by the University to have committed a major violation of NCAA or applicable conference rules and regulations, whether while employed by the University or during prior employment at another NCAA member institution, you shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedure, up to and including termination of employment for cause.
- If the University terminates your appointment as Head Football Coach without cause, the University may release you or reassign you to another position within the University at its sole and absolute discretion, and will provide you annual compensation for up to 36 months, until you terminate your employment with the University, or the remainder of the term of the contract, whichever first occurs.
- You agree not to seek or apply for other positions without prior notice. If you accept another coaching position while you are employed as Head Football Coach or otherwise terminate your employment without good cause, you will be required to pay Florida Atlantic University a liquidated damages buyout of (i) \$3,000,000.00, if terminated on or before December 1, 2022; (ii) \$1,000,000 if terminated on or before December 1, 2023; or (iii) \$500,000 if terminated between December 2, 2023 and December 31, 2024.
- You will report directly to the Director of Athletics, and subject to the final approval of the Director, will have the authority to hire, manage, discipline, and terminate your staff (all subject to the budgetary limitations of the program). You will be provided with an assistant salary pool commensurate with conference peer institutions.

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- Prior to you engaging in substantive communications with another employer for a football coaching position, you will be obligated to notify the Director in advance of any such communications.

Your signature below indicates your acceptance of the position under the terms set forth in this Memorandum of Understanding. We will then make every reasonable effort to promptly finalize and enter into a formal employment contract that will supersede and incorporate and expand upon the terms of this Memorandum of Understanding. However, you agree to accept and be governed by the terms of this Memorandum of Understanding as a binding contract until such time as a superseding formal employment contract is entered into by you and the University.

It is with great anticipation and enthusiasm that I offer you the position of Head Football Coach at Florida Atlantic University. I have every confidence that you will lead our football program with integrity and pride. Please indicate your acceptance of the terms of this offer by signing below.

Sincerely,

Brian White
Director of Athletics
Florida Atlantic University

Accepted:

Willie Taggart
Head Football Coach

Date:

12/12/19

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