



January 8, 2010

**VIA HAND DELIVERY**

Coach Jim Leavitt  
University of South Florida  
4202 East Fowler Avenue, ATH100  
Tampa, Florida 33620

Dear Coach Leavitt:

This letter is to advise you that the University of South Florida Board of Trustees ("USF") has concluded its review of the conduct reported on December 14, 2009. Based on the attached report you are hereby notified that your employment with USF is terminated effective at noon today. This letter also terminates any and all arrangements you have with the University of South Florida Foundation by virtue of the attached **Head Coaching Agreement Between Jim Leavitt [&] the University of South Florida** ("Contract"). Your remaining rights to compensation are contained in section 11.d of the Contract.

This action is taken pursuant to Section 8.c., Termination by the University for Cause, of the Contract. You are further advised that the Pre-termination Meeting contained in Section 8.d(1) of the Contract will not be provided given the extraordinary and exigent circumstances created by the demands of football operations, including but not limited to ongoing recruiting efforts.

As is presented in more detail in the report it was alleged that you inappropriately grabbed the throat and slapped the face of a student athlete. The report concluded that this allegation was accurate based on the independently corroborated statements of persons found to be in the best position to observe your conduct. The disparity in authority and power between you as the head coach and the student athlete makes your conduct more serious.

Your repeated denials of this conduct are noted; however, as indicated in the report, your description of your conduct toward the student athlete in question was consistently uncorroborated by credible witnesses, and in fact contradicted by a number of credible witnesses found to be in the best position to observe your conduct. USF is forced to conclude that your statements to the reviewers are not credible given the consistent lack of corroboration and frequent contradictions between your version of the events in question and those of credible witnesses. USF's conclusion as to the credibility of the statements you made to the reviewers makes your conduct all the more serious.

The recent statements of the student athlete who was the subject of the conduct at issue are also noted. As indicated in the report these statements are unpersuasive because they were contradicted by the same student athlete in his conversations with credible witnesses made close in time to when that conduct occurred.

The physical conduct at issue that is substantiated in the report is misconduct under the attached USF Regulation 10.212 (Discipline, Misconduct, and Incompetence) because it is not compatible with USF's educational mission and the health and welfare of USF student athletes. Under the terms of your Contract with USF you represented that you were familiar with USF Rules, including USF Regulations and Policies, and that you will abide by USF Rules in your duties as head coach. (Contract Sections: 3.b; 3.e; 5.a; and 5.d). Therefore, your conduct represents a serious violation as contained in Section 8.c(8) of the Contract and states grounds for dismissal for cause under the Contract.

The misconduct described above is independent and sufficient reason to terminate your employment for cause. Also apparent from the report is your interference with the University's investigation into this matter. Specifically, you had direct contact with material witnesses to the investigation at a time you knew or should have known was critical to the review process. Your conduct is both contrary and adverse to USF's public mission to insure the integrity of our review process. As such, your interference with USF's public interests represents misconduct under USF Regulation 10.212, a serious violation as contained in Section 8.c(8) of the Contract and an independent and sufficient grounds for cause dismissal under the Contract.

Moreover, the report documents that you treated a student athlete adversely during the investigation. This conduct is a serious violation of the attached USF System Policy 0-020 (Retaliation, Retribution, or Reprisal Prohibited) and a basis for disciplinary action including termination under USF Rules. This renders the reported conduct a serious violation as contained in 8.c(8) of your Contract. This is an independent and sufficient ground for cause dismissal under the Contract.

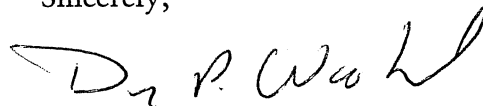
You may request a Post-termination Meeting under section 8.d(2) of your Contract. Please note that to engage the Post-termination process you must request a meeting in writing and in the manner contained in the Contract within forty-eight (48) hours of the effective date of your termination. If you so request the Post-termination Meeting will be held at 3:00 p.m. in the President's Conference Room on Monday, January 11, 2010. **In connection with the Post-termination meeting, you are being provided with a copy of the January 6, 2010 report that contains student records. The Family Educational Rights and Privacy Act ("FERPA") and the University of South Florida's Student Records Policy require that you must take every precaution to protect the integrity of USF student records entrusted to you. Under FERPA, information provided to you in connection with**

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official University business may not be used for other purposes, or be passed on to any other person without the written release of the student(s) identified in the records in your custody. This explicitly includes, but is not limited to, the names of students contained in Appendix A of the January 6, 2010 Report which will be made available to you at noon today.

This is an unfortunate outcome reached after a thorough and fair review, careful consideration of that review and direct consultation with President Genshaft.

Sincerely,

A handwritten signature in black ink, appearing to read "Doug Woolard", with a stylized flourish at the end.

Doug Woolard  
University Athletic Director

cc: Judy Genshaft, President  
Neil M. Cornrich, via Certified Mail, Return Receipt

**Four (4) Enclosures:**

- 1) January 6, 2010 Report
- 2) Head Coaching Agreement Between Jim Leavitt, The University of South Florida
- 3) USF Regulation 10.212 (Discipline, Misconduct, and Incompetence)
- 4) USF Policy 0-020 (Retaliation, Retribution, or Reprisals Prohibited)

**NOTICE: THIS DOCUMENT CONTAINS INFORMATION WHICH IS PROTECTED FROM DISCLOSURE BY THE FAMILY EDUCATIONAL AND PRIVACY RIGHTS (“FERPA”)(20 U.S.C. §1232g) AND FLORIDA STATUTES §§1002.22 AND 1002.221 (2009).**

### **TOPIC OF INVESTIGATION**

On December 14, 2009, the University received a report of an alleged incident involving Head Football Coach Jim Leavitt and a student athlete on the football team which was reported to have occurred on November 21, 2009 during the halftime of the game that was played that day between the University of South Florida (USF) and the University of Louisville. The incident was first reported in an article released on December 14<sup>th</sup> on *FanHouse.com* (herein, “*FanHouse*”), a sports blog. On the same day, two local newspapers published articles on the same subject on their respective web editions.

The *FanHouse* article reported that during halftime of the USF/Louisville game, Coach Leavitt “grabbed [Student Athlete A] by the throat then struck him twice.”<sup>1</sup> The sources cited for the piece were five persons identified only as “USF players or staff members,” Student Athlete A’s father and Student Athlete A’s former high school coach.<sup>2</sup> Student Athlete A’s father and the former coach were identified by name. The article did not provide the bases for the unnamed witnesses’ knowledge of the event, but one witness described his reaction to the alleged event.<sup>3</sup> The *FanHouse* article also reported that Student Athlete A told his “father,

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<sup>1</sup> *FanHouse.com*, December 14, 2009 (hereinafter, “*FanHouse*”). Student Athlete A was identified by name in the article.

<sup>2</sup> Id.

<sup>3</sup> Id.

teammates and staff members” that he attempted to discuss the event with Coach Leavitt but left “feeling disrespected, threatened and intimidated according to his teammates.”<sup>4</sup>

The two newspaper articles were based almost entirely upon the *FanHouse* piece but also contained comments attributed to Coach Leavitt.<sup>5</sup> In one article, the coach was quoted as saying: “I’m appalled at it. It’s absolutely not true. It’s so wrong. It’s so far out there. I’m very disappointed something like this would be written.”<sup>6</sup> Leavitt is also quoted in the same article as saying: “I shook a lot of different guys, but not in a forceful way. In my heart, I know I did nothing wrong. Nothing like that. I care so much for him.”<sup>7</sup> In the other article Leavitt is reported to have said: “It’s untrue and completely false.”<sup>8</sup>

The newspaper articles also contained statements attributed to Student Athlete A’s father. These articles contradicted the import of the *FanHouse* article, if not the statements attributed to the father in that first report. Specifically, the *FanHouse* piece reported the father as having said: “You do something like that [on the street], you put them in jail. Somewhere [Leavitt] crossed the line.”<sup>9</sup> In the *tampabay.com* article, the father is quoted as saying that his comments to the *FanHouse* reporter were taken out of context and: “I stand behind the university and Coach Leavitt 100 percent. I truly believe there was no malicious intent to hit anyone. He grabbed his shoulder pad . . . but it was like a motivational thing. After talking with [Student Athlete A], he was satisfied there was not a slap, not at all.”<sup>10</sup> The *tbo.com* article concluded with the following quote attributed to Student Athlete A’s father: “‘He’s just not that kind of guy,’ [Student Athlete A’s father] said of Leavitt, ‘I know at times he gets a little excited, but not to that point. He

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<sup>4</sup> *Id.*

<sup>5</sup> *FanHouse* reported that Coach Leavitt “would not comment specifically about the incident.”

<sup>6</sup> *tampabay.com*, December 14, 2009 (hereinafter, “*tampabay.com*”).

<sup>7</sup> *Id.*

<sup>8</sup> *tbo.com*, December 14, 2009 (hereinafter, “*tbo.com*”).

<sup>9</sup> *FanHouse*.

<sup>10</sup> *tampabay.com*.

really cares about [Student Athlete A]. So when he and Student Athlete A straightened it out, that was enough for me. Everything is fine.”

### **PROCESS**

The University immediately conducted an intake interview to gather information about the allegations published by the reporter. The intake process was conducted by Human Resources Associate Vice President, Sandy Lovins. She was assisted by an Athletic Department representative, Bill McGillis, Executive Associate Athletic Director. Lovins and McGillis met the morning of December 15, 2009 with Student Athlete A, the Student Athlete’s father, and Coach Jim Leavitt (each meeting was conducted separately)<sup>11</sup>, providing each individual with the opportunity to recount what occurred and/or disclose any information that they had regarding the alleged incident. Upon completion of the interviews and based on inconsistencies detected in the intake process, a recommendation was made to University administration that a full review be conducted in order to ensure a thorough investigation of the serious allegations. The University treated the articles as notice of conduct which possibly violated its policies and warranted the investigatory process.

On December 16, 2009, the University assigned Sandy Lovins, USF Associate Vice President for Human Resources and Thomas M. Gonzalez<sup>12</sup>, an outside contractor of the University (herein referred to collectively as, “the reviewers”) to conduct the review of the alleged incident.

The reviewers constructed an initial interview list of individuals that they believed to have direct knowledge of the alleged incident. The list included several names provided to the

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<sup>11</sup> Coach Leavitt arranged for Student Athlete A and his father to be present for his scheduled Intake Meeting which he arranged independent of the Intake Process. Such conduct is not consistent with standard review protocol.

<sup>12</sup> Thomas M. Gonzalez is a Partner at the firm of Thompson, Sizemore, Gonzalez & Hearing

reviewers by Student Athlete A and Coach Jim Leavitt. Additional names were added to the interview list as provided to the reviewers throughout the process as individuals potentially having witnessed the incident or having pertinent information directly related to this incident. Other issues that were raised by witnesses but not directly related to the specific incident under review were not explored by the reviewers. Any outstanding matters will be referred to the appropriate USF System office. A total of 29 individuals were interviewed in the process.

All interviewees were advised of the following:

- 1) Who we were (each interviewee was provided with a business card of the reviewers);
- 2) Why they were there, including an acknowledgement that they were not there on a voluntary basis but had been called on by the University with a duty to participate and to be truthful and forthright.
- 3) Each interviewee was asked not to discuss this matter with any other witness or any other potential witness that we might speak with throughout the course of the investigation.
- 4) Interviewees were told that there would be zero tolerance by the University for any retaliation against anyone who participated in the process and that any actions that were retaliatory in nature should be reported immediately to USF's Associate Vice President Lovins.
- 5) Each interviewee was asked at the end of the interview if they had any questions and was also allowed the opportunity to offer any other pertinent information that our questioning had not captured.

Most of the interviews were conducted by the reviewers together. Because of scheduling and other factors, some of the interviewees were spoken to by one or the other reviewers. Witnesses

listed on Appendix A and those witnesses listed as internal to the University on Appendix B were interviewed in person. Those listed on Appendix B that were external to the University were spoken to by telephone, with the exception of Student Athlete A's father and Trooper Benny Perez which were conducted face-to-face.

### **INTAKE SUMMARY**

In the course of his initial intake interview, Student Athlete A denied being grabbed by the throat or slapped. Student Athlete A said that Coach Leavitt had put his hand on his shoulder pad in an effort to motivate him because he had not played well the first half. He indicated that "he and Coach were cool" and that Coach was only trying to motivate him. He described the incident as the following: Student Athlete A was sitting in his locker under the shelf. Leavitt walked up. He was looking down when the Coach approached him. Standing over him, Coach grabbed him by the shoulders. Student Athlete A looked up and him and said "ok". He was asked by the interviewers if he had eye contact with Leavitt and he said "yes". Student Athlete A said, "Coach Leavitt didn't touch me in any malicious way". He said that the whole thing was "no big deal" and that "there was no way it could have looked like anything else".

In meeting with Coach Leavitt, he was asked to tell us what took place at halftime on November 21<sup>st</sup>. He indicated that a couple of guys were really down. He then demonstrated his version of the event which consisted of his kneeling in front of Student Athlete A, who was despondent over his play in the first half of the game, to gain his attention and, when he was not successful in doing so, shook Student Athlete A by his knees. At this point, Leavitt said that Student Athlete A was not responsive and the coach then grabbed him by his shoulder pads and offered words of encouragement, telling Student Athlete A that he was ok and that he would do



better in the second half. Leavitt indicated that he did not hit anyone – he’s never hit anyone. When asked if there was any way that he could have touched Student Athlete A’s face or neck, he responded by saying that “he might have touched his neck when he grabbed his shoulders”. Leavitt indicated that Student Athlete A came to talk to him about the encounter in the locker room a week later. Leavitt recalled that he told Student Athlete A that he was a good kid and that he cared about him and loved him. Leavitt said that he also told Student Athlete A that he believed in him and they hugged and then the Student Athlete left. When asked why he believed the Student Athlete came to see him, Leavitt said that it was “because he wanted him [coach] to respect him”.

### **BACKGROUND INFORMATION**

Based on the interviews which were conducted, the reviewers obtained the following background information. The University of South Florida Bulls played the University of Louisville Cardinals on November 21, 2009. The game was important to USF, because Louisville is a conference opponent and a USF win would make the team eligible to play in a post-season bowl. The contest also followed a disappointing loss to Rutgers in the previous week. In the game, USF took an early lead but Louisville responded with sixteen unanswered points and led until a few seconds before halftime when USF kicked a field goal to regain the lead. Student Athlete A, who is a running back, played in the game, assigned to special teams. In the first half, Student Athlete A committed an illegal block which cost USF a fifteen yard penalty. Additionally, six of Louisville’s sixteen points came from a punt which was run back for a touchdown. Student Athlete A was in that play.

When USF plays at home it uses the home locker room at Raymond James Stadium. What is referred to as the “locker room” is in fact an area comprising several rooms and enclosures, including two locker rooms. One of these locker rooms is used by the starters and others who are actually playing in the game. The other locker room is used by red-shirts, substitutes and other Student Athletes who are not playing that day. Within the locker room, the Student Athletes use the structures which are permanently installed in it. They are built of wood and have a bench across their widths and space above the bench. There are no stools in front of the lockers. Student Athletes sit on the built-in bench, facing out into the locker room’s open area.

Individual lockers are assigned by the team’s equipment managers and are grouped by positions. Thus running backs sit in a row, at the end of which another position begins and so on around the room. Student Athletes on special teams are assigned to a locker based on their regular position.

Halftimes are short given what is to be accomplished and last only fifteen minutes. Student Athletes are in the locker room, as is Coach Leavitt. Additionally, the team’s strength coaches are in the locker room to dispense fruit and liquids and to provide stretching and other needed treatments to Student Athletes. The head strength coach, Ron McKeefery, also provides “time management” services, i.e., he keeps track of the passage of time and reminds Coach Leavitt and others of the time remaining in the half.

Coaches on staff work at different locations in the stadium during a game, dependent on their functions. Some coaches work in the booth, others work on the sideline. At the end of the first half, the assistant coaches meet at a place designated before the game. When they meet they discuss observations and adjustments. Some of the coaches then enter the locker room to discuss

these matters with their respective Student Athletes. They are, therefore, not in the locker room at the beginning of halftime nor at its end.

Coach Leavitt does not normally attend the meeting of assistant coaches but instead enters the locker room. There he will circulate around the locker room and talk to individual Student Athletes. Coach Leavitt will address the entire team usually several minutes before going back out on the field. There is general agreement that because of his professional history, Leavitt spends relatively less time with the offense than he does with special teams and the defense.

### **INVESTIGATION SUMMARY**

The reviewers spoke to the Student Athletes that are described on “Appendix A” as well as to the individuals that are described on “Appendix B” (assistant coaches and others external to the University) to this report.

The reviewers began their efforts by talking to Student Athlete A. This interview took place in the evening of December 16, 2009. During this meeting, Student Athlete A was asked to describe what happened on November 21, 2009. He spoke of having performed poorly in the first half of the game, committing an illegal block on one play and being part of the team which gave up a touchdown on a punt return on another play. Student Athlete A said that Leavitt was trying to motivate him to do better and to emphasize the point [the coach was standing over him] grabbed Student Athlete A by the shoulder pads. Student Athlete A indicated that Leavitt had his hands on the top of his shoulder pads and said, “What’s wrong with you, you don’t play like this. Come on, you gotta go”. Student Athlete A described Coach Leavitt as “frustrated” because he knew they hadn’t played as well as they could or should. The Student Athlete said he

talked to the Coach about a week later. He said that he never told the Coach he felt disrespected, “nothing like that”. He said the Coach told him he was like a son, they shook hands, and then Student Athlete A left. Student Athlete A was asked to provide the names of persons who might have seen the interaction between Leavitt and himself. He provided five names to the reviewers.

Following the interview that night, Student Athlete A spoke to ESPN.com and was reported as saying: “I believe that my family’s story was misrepresented. I told the school when they interviewed [me]. Basically, I wasn’t having a good game on special teams and he was trying to motivate me.” Student Athlete A was also quoted as saying: “People can say different things but [Leavitt] only grabbed my shoulder pads to motivate me, because he’s a passionate guy. He never apologized because he had nothing to apologize for.”<sup>13</sup>

Additionally, following his interview by the reviewers, Student Athlete A went to the Athletic Department building which houses both his first-floor locker, from which he said he wanted to retrieve something, and the second-floor offices of the football coaches, including Head Coach Leavitt’s office. When asked in a subsequent interview if he had spoken with Leavitt after the first interview with the reviewers, Student Athlete A said that he had. He reported that after the interview he had gone to his locker and then went upstairs to see the assistant coaches. He did in fact encounter several of the coaches who were preparing to go out to a local area restaurant together. Student Athlete A said that he had “bumped” into Coach Leavitt coming out of his office that night who said to him, “are you doing ok with this whole thing? If you need anything you can talk to me”. Student Athlete A said that he related to Leavitt that he was okay.

When the reviewers spoke with Coach Leavitt he, too, reported that he had seen Student Athlete A after his interview. Leavitt said that Student Athlete A came to the door of his office

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<sup>13</sup> *FanHouse*, December 18, 2009

when the coach was reviewing game film for the upcoming bowl game. At the particular time that Student Athlete A appeared, Leavitt says that he was looking at the bowl opponent's special teams and Student Athlete A asked if he could view them with the coach. Leavitt said that he could so Student Athlete A entered his office. Coach said that they talked, but they did not discuss anything of substance – “they talked about football and life” – and discussed nothing about the review which he knew was under way.

The Student Athletes whose names were provided by Student Athlete A (Student Athletes B, C, D, E, and H) were interviewed. Two of the five Student Athletes, Student Athletes B and C, had seen the entire event and described it as involving Coach Leavitt grabbing Student Athlete A by the throat with one hand and “slapping” or “striking” Student Athlete A's face with his other hand. Another, Student Athlete D, said he recalls Leavitt entering the locker room and asking Student Athlete D if he got his block. Student Athlete D replied, “yes” and then Leavitt moved to Student Athlete A and asked if he got his block. Student Athlete D said that he saw Leavitt put a hand (maybe his right hand) “high” on Student Athlete A's jersey, indicating that it could have been on Student Athlete A's throat. At this point, Student Athlete D turned his head because he “did not want to ‘catch anything himself’ or see anymore.” By the time he returned his sight to Student Athlete A, Leavitt had his hands on the side of Student Athlete A's face, although Student Athlete D did not see Leavitt strike Student Athlete A. Student Athlete D told the reviewers that it was “unusual” to see Coach put a hand on someone's jersey.

Student Athlete D also said that Student Athlete A spoke of the event in the week following November 21, 2009 and told the other running backs that he was thinking of going to see Leavitt about the incident. Student Athlete D recalls that Student Athlete A was clearly upset about the incident. Student Athlete D also related that others on the team discussed the incident

with some expressing the opinion that Student Athlete A had been threatened and otherwise mistreated.

Student Athlete E described Leavitt as having grabbed Student Athlete A only by his shoulder pads while exhorting Student Athlete A to “Fight your Ass! You’ve got to fight your ass!” He said that it is not unusual for Leavitt to attempt to motivate his Student Athletes but he did note that Leavitt was “extra rowdy” at the November 21<sup>st</sup> halftime, because USF had led early in the game but allowed Louisville to score sixteen unanswered points and take the lead until USF scored a field goal shortly before halftime to regain the edge. One of Louisville’s scores came from the punt that was returned for a touchdown. Student Athlete E told the reviewers, “When Leavitt’s doing his thing, I stay away. I don’t respond to that kind of stuff”.

Student Athlete H, the fifth name provided by Student Athlete A, was seated in the vicinity of Student Athlete A during the halftime. He said that Student Athlete A is the kind of Student Athlete that “hangs his head when he messes up.” He remembers Student Athlete A as being non-responsive to Leavitt’s questions and Leavitt becoming frustrated with Student Athlete A’s attitude yelling, “ya’ all have to get your freakin’ asses up!” He saw Leavitt “grab” Student Athlete A but is not sure if it was by the neck or by the collar of his jersey. Student Athlete H did describe the encounter as a “hands on” situation. Student Athlete H does remember that Student Athlete A looked “shocked” and definitely was “shook up” after it. Student Athlete H also saw Leavitt raise his arm but does not know if he struck Student Athlete A. When it happened, Student Athlete H asked Student Athlete E if Student Athlete E had seen what happened and Student Athlete E looked around but Student Athlete H does not remember if Student Athlete E saw the event.

The reviewers focused their efforts on persons who were reported to have information of the alleged event. Most of these persons were Student Athletes. With the exception of Strength Coaches, Assistant coaches are not normally in the locker room for any significant part of the halftime. The reviewers were informed that Benny Perez, a Florida Highway Patrol officer who works on-duty assignments providing security for Coach Leavitt on game days, might have relevant information to offer. In fact, there are two FHP troopers who provide this service and so an effort was made to contact both Trooper Benny Perez and Trooper Jack Hypes, the other officer who provides security. The reviewers met with Trooper Perez who indicated that he and Trooper Hypes are assigned on a regular basis to provide security to the team and, in particular, the coach. When asked what he recalled from the November 21<sup>st</sup> game against Louisville, he said that he remembers “the same typical stuff” during that halftime – nothing unusual. He indicated that “Coach does his thing and tries to motivate the players”. He indicated that it is normal for Coach Leavitt to go around the locker room during halftime and address individual players. He did recall Leavitt grabbing someone by the collar or jersey during this particular halftime, but he couldn’t recall who the player was (by name). He told the reviewers that he recalled a “typical interaction with all of the players” and he stated that “it is just the passion of the Coach”.

Trooper Hypes was reached, but informed the reviewer that he was on vacation that day and, therefore, did not work the game that occurred on November 21<sup>st</sup>. He said that he knew nothing of the alleged incident. Trooper Hypes did explain that their role as security at halftime is to stand outside of the entrance to the locker room to guard the doorway and ensure that no unauthorized personnel enter. He indicated that it is highly unusual for the Troopers to be inside of the locker room at halftime.

In his interview, Leavitt said that he “didn’t know Student Athlete A had had a bad first half”. He said that he did not remember Student Athlete A’s penalty or his part in allowing the returned punt. Instead, Leavitt said that he noticed a number of Student Athletes, including but not only Student Athlete A, were “down.” Leavitt said that this was unusual for Student Athlete A. Leavitt called out to Student Athlete A, asking him what was wrong and why he was down, but Student Athlete A did not respond. Leavitt then said he got down on both knees so that he could make eye contact with Student Athlete A, but Student Athlete A still did not respond. Continuing his attempt to reach Student Athlete A, Leavitt says he shook Student Athlete A’s knees, all the time asking “what’s wrong [Student Athlete A], what’s wrong?”

Finally, Student Athlete A said “I’m not playing very well.” Leavitt then grabbed Student Athlete A’s shoulder pads, telling him he would do better and that he was “okay.” Leavitt said that he did not grab his neck and there was “no way” that his hand could have slipped or that he could have touched Student Athlete A’s face. Leavitt said he also spoke to Student Athlete U, who also appeared to be dejected. Leavitt says he asked that Student Athlete what was wrong. Leavitt said that he was also down on his knees in front of Student Athlete U, touching the student’s knees but never grabbed this student’s shoulder pads because he was looking at Leavitt when they were speaking. Student Athlete U told him that he was upset about his position coach having pulled him from the game because of his performance. Leavitt told Student Athlete U that he would play in the second half.

Student Athlete B described the event quite differently. His locker was located on a wall that was perpendicular to the wall on which Student Athlete A’s locker was located. From his vantage point, he was able to see the entire encounter. Student Athlete B related that Student Athlete A was looking up at Leavitt as he came toward him (walking very fast) and that Leavitt



grabbed Student Athlete A by his throat using his right hand and then struck Student Athlete A's head twice with an open hand. Student Athlete B told the reviewers that he knew he had witnessed a crime and knew what he saw was wrong. He indicated he felt betrayed and that the values and standards that had been taught to them had been violated. Student Athlete B also reported to the reviewers that he hasn't been able to eat or sleep due to the stress of what he witnessed (which he categorized as an "assault"). Student Athlete B was very much affected by the encounter, so much so that in the week which followed he absented himself from his position meeting and went to Leavitt's office. Student Athlete B told Leavitt that he saw what happened and needed to hear directly from the Coach. He related that Leavitt responded to his question about the incident by saying that he "wasn't wrong" and that he had grabbed Student Athlete A by the shoulder pads and said only "good, positive things" to Student Athlete A. Student Athlete B also says that Leavitt said that he was "fighting for [his] job." Student Athlete B also said that Leavitt told him, "you of all people [Student Athlete B]. You're the last person I would have thought would have come and questioned me". Student Athlete B related that the event was the topic of much discussion in the locker room and that other players told Student Athlete B that they had also seen it. He also indicated that "they all felt threatened. Felt they could be next".

Student Athlete B also spoke to Student Athlete A about the event, as late as the day on which Student Athlete B was to be interviewed (December 16, 2009). Student Athlete B asked Student Athlete A what he, Student Athlete B, should say and Student Athlete A said that Student Athlete B should tell the truth. Student Athlete A said he was going to speak to Leavitt about it. Student Athlete A reported to Student Athlete B that when he went to see Leavitt, Leavitt said that Student Athlete A should choose his words wisely because he, Leavitt, was the most powerful person in the building.

Student Athlete B also related that Student Athlete A, before going to see Leavitt, had spoken of going to see his position coach, Carl Franks. Coach Franks confirmed to the reviewers that he spoke to Student Athlete A, after he first heard rumors that something had happened in the locker room at the Louisville game halftime. He had not been in the locker room on the 21<sup>st</sup>. His awareness came on the Monday after the game. He told the reviewers that the other players had been “ribbing” Student Athlete A since the November 21<sup>st</sup> game. Additionally, Franks thought that Student Athlete A was “different, just different.” Aware that Student Athlete A’s grandfather had died three days before the game, Franks told Student Athlete A that he wanted to see him. In his office, Franks asked Student Athlete A if there was anything he wanted to talk about. Student Athlete A responded: “No, Coach, I’m just trying to figure something out.” Franks asked him if anything had happened in the locker room and Student Athlete A said no. Franks still felt that something was bothering Student Athlete A so he advised Leavitt that he should talk to Student Athlete A. Leavitt told Franks that he had in fact spoken with Student Athlete A. Franks ultimately came to understand, based he believes on conversation with Student Athlete A, that Student Athlete A spoke twice with Leavitt. Coach Franks told the reviewers that he makes monthly calls to the parents of his players (position players). He recalls that in his regular call to Student Athlete A’s parents following the Louisville game, the parents told Coach Franks that they were “concerned” about what had happened in the locker room.

Coach Mike Canales was also interviewed. It was discovered that he was not in the locker room at the time the event at issue occurred. At halftime, he enters the locker area only to use a “white board” to speak to offensive position Student Athletes about second half plans. But Canales said that at a “tailgate” which is attended by assistant coaches after games at Raymond James, “someone” said that Coach Leavitt had “gotten after somebody in the locker room.”

Later he heard from Coach Franks that Student Athlete A had spoken to Leavitt and Canales thought the matter had been resolved. Canales also reported that after the publication of the *FanHouse* piece, both Student Athlete A and Student Athlete B came to him separately and said they were sorry for everything that “this” has caused. Canales said he told the Student Athletes to just tell the truth and everything will be okay.

Student Athlete C was seated very near to Student Athlete B and also had a line-of-sight which allowed him to see the incident. He recounted that he too saw the event and described it as Leavitt grabbing Student Athlete A by the throat with his right hand and striking him twice on the face with an open hand. Student Athlete C described his reaction as disbelief at what had happened. He reported that Student Athlete A was bothered by the incident, asking Student Athlete C, “Did you see that shit? Did you see what he did to me?” He said that he has talked with Student Athlete A “every day after about it”. Student Athlete C also reported that Student Athlete A went to see Coach Leavitt after it happened in hopes that Coach would admit it and apologize. Student Athlete A indicated to Student Athlete C that Coach did not apologize and instead recounted Leavitt’s words as being to the effect of “Choose your words wisely. I’m the most powerful person in this building.” Student Athlete C said that after this meeting occurred, Student Athlete A said to Student Athlete C that he was going to see Coach Franks, Student Athlete A’s position coach, and that thereafter Student Athlete A reported to Student Athlete C that Leavitt had called Student Athlete A into his office. Student Athlete C said that he was “square” on what he saw and that it was verified by Student Athlete A. He told the reviewers that “every word in the *FanHouse* article is accurate”. He also said the fact that Leavitt lied – “flat out” – in the newspaper is the most upsetting part. He said Leavitt didn’t practice what he

preached – honesty and transparency. Student Athlete C said, “Leavitt is one hell of a coach, but he crossed the line. It was wrong and he should have stepped up and admitted he was wrong”.

Student Athlete J was seated near to Student Athlete A. He saw the encounter and reported that Leavitt saw that Student Athlete A was “down,” grabbed him and said “We gotta win! You have to do a lot better!” Student Athlete J said that Leavitt grabbed Student Athlete A with his right hand on Student Athlete’s A’s neck or on shoulder pads in an area close to Student Athlete A’s neck, and was pointing at him with the other hand. Then he “tapped” Student Athlete A’s face twice “to get his attention,” as if to say (Student Athlete J’s words, not Leavitt’s) “Snap out of it!” Student Athlete J thought it was “nothing too major,” but it “got an ‘Oh, wow, I didn’t think he was going to do that!’” reaction from him. Student Athlete J said that the reaction from the rest of the locker room was, “What just happened?!”

Several other Student Athletes did not observe the encounter between Leavitt and Student Athlete A, but became aware of and discussed it with Student Athlete A. Student Athlete F is a senior who did not see the event but was told by another Student Athlete that the other Student Athlete was going to “step in” if Leavitt touched him again. Student Athlete F heard Leavitt at the halftime shouting (he does not know at whom), “You gotta fight! You gotta fight!” Student Athlete F believes that in the week following the incident, Leavitt was solicitous of Student Athlete A. Student Athlete G told Student Athlete F of the conversation with Leavitt and according to Student Athlete F, Student Athlete G related that Leavitt said that Student Athlete A should choose his words carefully because he, Leavitt is the most powerful person in the building. After the publication of the first reports and Student Athlete A’s denials, Student Athlete F asked Student Athlete A why he was denying what he had said. Student Athlete F said that he received no response. Student Athlete F told the reviewers, “granted Student Athlete A

made some mistakes, but [coach] never should have laid hands on anyone”. He also said that most players have a lot to get off their minds and that players are concerned that Leavitt flat out lied.

Student Athlete G is an underclassman and so was not in the main locker room. He became aware that something had happened when he came upon Student Athlete A speaking with Student Athlete C on the Monday after the game. Student Athlete G heard Student Athlete C say ‘That’s bullshit, [Student Athlete A]. That’s not right.’ Student Athlete G was then told by Student Athlete A that Leavitt had grabbed Student Athlete A by the throat and slapped his face. Student Athlete G thought that Student Athlete A was very upset about the event. Student Athlete G is a “pretty good friend” of Student Athlete A and he asked Student Athlete A what happened later. Student Athlete A related to Student Athlete G the same description as the others described above, with the Coach telling Student Athlete A to remember that he, Leavitt, is the most powerful man in the building. Student Athlete G finds Student Athlete A to be acting differently now than before the event. Student Athlete G said that several Student Athletes told Student Athlete A to tell the truth, because the others “had his back.” Student Athlete G confirmed that he told Student Athlete F of what Student Athlete A had told Student Athlete G about the meeting with Leavitt. Student Athlete F said that Student Athlete A was afraid of being “dumped” off the team and not offered a scholarship if a new coach comes on.

Student Athlete I was sitting across the locker room from Student Athlete A. He saw nothing during the halftime, but noted that Coach Leavitt was “angry”. Student Athlete I spoke to Student Athlete A in the week that followed. Student Athlete A asked Student Athlete I if he had seen what Leavitt had done to him. Told no, Student Athlete A then said that Leavitt had grabbed him by the neck. But later, after the *FanHouse* publication, Student Athlete I said,

Student Athlete A “changed up on him” and said that Leavitt had grabbed him by the shoulder pads to motivate him.

Student Athlete K was in the locker room but used the rest room at the beginning of the period. As he traveled through the locker room, Student Athlete K heard Leavitt shouting at Student Athlete A, “Did you get your block? Did you get your block?” When he returned to the locker room, Leavitt was no longer there. A week later, Student Athlete K heard “buzz” of the event and asked Student Athlete A about it. Student Athlete A told Student Athlete K that Leavitt had put his hands on him. Student Athlete K thought Student Athlete A was obviously disturbed by the occurrence. Student Athlete C was present during this discussion. Student Athlete K related that he and Student Athlete C “just listened” and then Student Athlete C told Student Athlete A to “do what he thought was right.” The talk ultimately subsided but then arose again when the *FanHouse* article appeared.

Student Athlete N was not playing in the Louisville game but he soon heard of the incident that occurred during its halftime. He did not think it that significant an occurrence until he talked to Student Athlete A, who told Student Athlete N that Leavitt had been pacing in the locker room, grabbed Student Athlete A by the throat and slapped him. Student Athlete A was “floored” by the contact, especially that with his throat. Student Athlete N could not tell how hard the “slap” had been. When describing the incident, Student Athlete A was more focused on being grabbed by the throat. Student Athlete A spoke to Student Athlete N about going to talk to Leavitt, before the meeting with him. Student Athlete N described Student Athlete A as “upset” and worried about what to do because of what Student Athlete A had described as the possible impact on the Assistant Coaches. The incident was the subject of much discussion and Student Athlete N believes that although some Student Athletes did not see it, everyone was aware of it.

He indicated that the Coach never apologized or talked to the team about it. He said the alleged comment of the Coach being the “most powerful person in the building” upset Student Athlete N the most. He noted this was the most disappointing comment.

Student Athlete O did not play in the Louisville game. Student Athlete A told him about the event the Tuesday after the Louisville game. Student Athlete A was upset and Student Athlete O asked him if he had told his parents. Student Athlete A said that he had. Student Athlete O also spoke to Student Athlete H who told Student Athlete O that he had seen Leavitt slap Student Athlete A. After the *FanHouse* article was published, Student Athlete O said that Student A told Student Athlete O “thanks a lot for ruining my career”. In a separate interview, Student A responded to this alleged statement by denying saying that to Student O, but rather said that he said, “thanks for ruining things because of your deal with Leavitt”.

The reviewers met with Student Athlete P. He indicated that he was in the locker room on November 21<sup>st</sup> and has since “twittered” on the situation. He said that Student Athlete A had come into the locker room with his head down. He had made two mistakes on special teams, according to Student Athlete P. He also noted that Leavitt was very emotional. He said he was crying and even head-butted a player during halftime. According to Student Athlete P, Coach Leavitt grabbed Student Athlete A by the shoulder pads, shook him, and told him, “fight, fight!”. Coach told Student Athlete A that they needed him. Student Athlete P told the reviewers that he feels what happens in the locker room should stay in the locker room. He said that “it’s like a family” and that issues should be dealt with between the family members and not outside. Said it was a motivational talk that should have been over weeks ago when they talked about it.

The reviewers met with Player Q who said that he hadn’t seen anything in the locker room during that game. He asked Student Athlete A about it “a week ago”, and Student Athlete

A had just shrugged his shoulders and walked off. Student Athlete Q recalls that Student Athlete A didn't want to talk about it.

Student Athlete R told the reviewers that he was in the locker room on November 21<sup>st</sup>, but didn't see anything. He sketched out on a piece of paper for the reviewers the locker room, and indicated that he did not have a good view to where Student Athlete A was sitting.

Student Athlete S indicated he was in the locker room on November 21<sup>st</sup> at halftime. He said that he didn't actually see the entire "alleged incident" because his attention was focused on his position coach and their whiteboard. He did say that he heard someone say, "oooooh" [gasp], meaning that it had caught the attention of other players in the locker room. That's when Student Athlete S turned to look and indicated that he saw Coach Leavitt with his hands on Student Athlete A, up around the neck area of the jersey. He indicated that he had asked Student Athlete A what happened after the game (before they left the locker room), and that Student Athlete A responded, "Nothing. I don't want to talk about it". Student Athlete S indicated that he believes that Coach Leavitt had gotten after a number of other players during halftime telling them that they "had to get it going". Student Athlete S also indicated that he heard about the incident from Student Athlete B, who indicated to Student Athlete S that he had witnessed it. Student Athlete S said that Student Athlete B was very disturbed by what he saw. Student Athlete S indicated that Coach Leavitt is very intense and he would even play the game himself if he could. He said that Coach gets very frustrated when players and the team make mistakes.

The reviewers spoke to Student Athlete T who had been quoted in a newspaper article on January 2, 2010<sup>14</sup>. The Student Athlete indicated that he had been in the locker room during that particular halftime and was sitting in his locker but had, in fact, not witnessed the full exchange between Student Athlete A and Coach Leavitt. He recalled looking up and seeing "only what

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<sup>14</sup> *St. Petersburg Times*, January 2, 2010



appeared to be the end of the exchange when Coach had Student Athlete A by the shoulder pads and was shaking him in order to stress that Student Athlete A needed to “get his head in the game.” He indicated that he had asked Student Athlete A about the incident afterwards, and that Student Athlete A told him that Leavitt grabbed him and shook him, but then later changed his story. He suggested that the reviewers speak to other teammates who may have directly witnessed the encounter.

Student Athlete A’s former high school coach, David Mitchell was interviewed by telephone. Mitchell indicated that he initially learned about the alleged incident from another high school coach at a banquet on December 11, 2009. He said that since he had not been at the game nor had talked to Student Athlete A directly since the November 21<sup>st</sup> game, he called Student Athlete A up on the telephone to ask him about it. Mitchell confirmed that Student Athlete A described the incident to Mitchell exactly as it was reported in the *FanHouse* article (prior to the release of the *FanHouse* article on December 14, 2009). Mitchell indicated that the Student Athlete was “disappointed” and upset.

Student Athlete L said that Leavitt put his hands on Student Athlete A by his shoulder pads while speaking to him in a raised voice about the block and tapped Student Athlete A’s jaw “to get his attention.” Student Athlete L said that Student Athlete A is not the only one that Coach Leavitt got on and that he remembers him getting after Student Athlete U as well.

Student Athlete M recounted similar facts, saying that Leavitt grabbed Student Athlete A’s jersey and was shaking Student Athlete A’s shoulder pads to motivate him. He indicated that Leavitt slapped Student Athlete A two times on the cheek to get his attention and was holding his chin with his hand. According to Student Athlete M, this is “what coaches do” to motivate Student Athletes.

Head strength coach Ron McKeefery was interviewed. Coach McKeefery indicated that he was in the locker room, watching the clock for Coach Leavitt and the team, informing them of the time remaining in the half. In that capacity, he was standing approximately three feet behind and slightly to the side of Leavitt. He saw that Student Athlete A was not responding to nor making eye contact with Leavitt. Student Athlete A had in fact made two mistakes on special teams. Leavitt grabbed Student Athlete A's chin and spoke to him, saying "You're a good Student Athlete." Leavitt left and then returned to Student Athlete A. He popped Student Athlete A's shoulder pads twice and grabbed his jersey. McKeefery said there was no slap. McKeefery also recalled that Student Athlete A and Student Athlete B came to see him after the *FanHouse* article was released and that Student Athlete A said, "Coach Mac, can you talk to the team and tell them not to talk about this or take it to the media".

Leavitt describes himself as loving both his Student Athletes and his program. He said that he is "all about motivation". Coach Leavitt described to the reviewers what happened in the locker room on November 21<sup>st</sup>. He said that prior to halftime the team had given up several touch downs and that a number of Student Athletes were "down." This included Student Athlete A, who does not usually react that way. He said that he did not know at the time that Student Athlete A had performed poorly in the first half. He thinks highly of Student Athlete A, calling him a good kid who 'is really hard on himself'. Leavitt said that everything he did with Student Athlete A at the Louisville game halftime was "positive". He told Student Athlete A that he was "okay". "That was the main thing." He indicated that he did not touch Student Athlete A's face and said there was absolutely no way that he could have slapped him.

No one except Leavitt remembers him on his knees when he spoke to Student Athlete A at halftime. Neither did anyone except Leavitt report that the coach was asking Student Athlete A what was wrong.

Leavitt says that Student Athlete A came to his office in the week after the game because he had not played very well and “because [Leavitt] had shaken him.” Leavitt said that he does not usually do that. Leavitt said he told Student Athlete A that he had played better in the second half. Leavitt said that he doesn’t usually grab Student Athletes by their jerseys and Student Athlete A spoke “about respect.” In this regard, Leavitt contradicts Student Athlete A’s most recent description of the meeting with Leavitt, in which he maintains that he did not discuss the event with Leavitt and that he was not upset by anything that had happened in the locker room on November 21<sup>st</sup>. Leavitt vehemently denies saying to Student Athlete A that he should choose his words wisely or that Leavitt is the most powerful man in the building. Coach Leavitt indicated that it couldn’t have happened because those words and phrases are not even “in his vocabulary”, so there was zero chance of that happening.

Leavitt said that Student Athlete A was “down,” and said he was worried about so many things. In fact, some witnesses have spoken of Student Athlete A’s concern with his status as a walk-on, non-scholarship Student Athlete who already has transferred once and fears not playing for a new coach. Others spoke of his concern for the assistant coaches and what would happen to them should Leavitt no longer be employed at USF.

A “couple of days” after this meeting, Leavitt said that he noticed that Player A was still down, so Coach Leavitt called Student Athlete A out of the weight room. Leavitt says that he had finally begun to understand the impact on Student Athlete A of the death of his grandfather. Leavitt says that he told Student Athlete A that he “understood about his grandfather” and then

gave Student Athlete A a hug and told him that “he loved him”. Leavitt said that Student Athlete A appeared to be “fine.”

Leavitt said he did apologize to Student Athlete A, contrary to what Student Athlete A was quoted as having told ESPN. Leavitt says he apologized “because he does not shake players.” Although this statement contradicts Student Athlete A’s quoted statement in his two interviews with the reviewers, Student Athlete A supported Coach Leavitt’s version of the incident. Student Athlete A said that he had indeed performed poorly in the first half of the game and Leavitt grabbed him by his shoulder pads during halftime, seeking only to motivate the Student Athlete. It is clear that Student Athlete A feels the weight of the consequences that he fears could result from the reported version of the incident. He is concerned for the assistant coaches, who he fears could have their employment affected by any change in the head coach. He very much wants to play football and although he has been hopeful of obtaining a scholarship, it is the playing rather than the financial assistance that is the largest factor in that regard. He mentioned several times in his first interview that he “just wanted to play football” and wanted the “whole thing” to be over.

In his second interview, Student Athlete A was almost combative and very agitated. Told of the testimony of other Student Athletes with whom he spoke about the incident, he denied telling them what they reported to the reviewers, saying that in fact it was these other Student Athletes who were telling Student Athlete A what he should feel. But in both interviews, Student Athlete A was less than convincing in his denials and unable to explain how and why the incident would affect his teammates so much. As noted above, Student Athlete A himself provided the names of Student Athletes who ultimately were the sources of information for what happened between Coach Leavitt and Student Athlete A and for what Student Athlete A had said

about it. He does not in any way appear to be a person who would be untruthful, even when he denies what he was reported to have said. He gives no basis for concluding that he would speak to his teammates about the incident in anything other than an accurate way. He very much seems like the sort of man who would not want the incident to affect the coaching staff or others.

No one who spoke to the reviewers was critical of Student Athlete A and almost all thought well of him both as a Student Athlete and a person. Several Student Athletes related that they were friends or friendly with Student Athlete A. Student Athlete A is described variously as a hard worker, a Student Athlete who wants to play football, and a special team standout.

There have been suggestions made that some of the persons who presumably spoke to the media and did in fact speak to the reviewers were motivated by dissatisfaction with their playing time or other disappointments relating to their participation in the football program.<sup>15</sup> But the persons to whom the reviewers spoke include Student Athletes in all circumstances including seniors who have completed successful careers and underclassmen who are on their way to such careers. Even those persons who might be characterized as having a reason to dislike their coach or the program did not appear to be motivated by an animus sufficient to justify the fabrication of their statements. And these statements are corroborated by the statements of others who related Student Athlete A's words and personally observed the events of November 21<sup>st</sup>.

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<sup>15</sup> No one who was interviewed admitted to knowledge of the identities of the sources of the original report of the incident.

## **REVIEWERS FINDINGS**

1. On November 21, 2009, the USF Bulls played the University of Louisville Cardinals. USF built up an early lead but Louisville responded by a scoring run that gave it the lead until a few seconds before halftime when USF scored a field goal to regain the edge.
2. Leavitt's demeanor at halftime on November 21<sup>st</sup> was described as animated and unhappy with the team's performance and, in particular, with the play of the special teams unit. He paced the locker room talking directly to several Student Athletes. Leavitt's "passion" and energy that particular day was further exhibited in the helmetless head-butt that was exchanged between Coach Leavitt and another Student Athlete (who was wearing a helmet) which resulted in a bleeding wound across the bridge of Coach's nose.
3. At or near the beginning of the halftime, Coach Leavitt paced the floor of the locker room, attempting to motivate his players.
4. Coach Leavitt reported that he did not know at the time (halftime) that Student Athlete A had performed poorly in the first half. Upon review, it appears more plausible that Coach Leavitt did, indeed, know that Student Athlete A had performed poorly in the first half as evident in the witnesses reports of his words to Student Athlete A ("Fight your ass", and "Did you get your block?"). Student Athlete A had in fact received an illegal block penalty and had been on the field when the opposing team returned a punt for a touchdown in the first half.
5. In the course of Coach Leavitt's travels about the locker room, he approached Student Athlete A, who was seated in his locker. Leavitt yelled at Student Athlete A. Leavitt then placed his hand on the player's throat and slapped him twice in the cheek. These actions were personally observed by several Student Athletes who had the clearest line of sight to the event. Despite Coach Leavitt and Student Athlete A's denial that any inappropriate contact had taken

place, the reviewers find it more likely that contact did, in fact, occur to the face and throat/neck area of Student Athlete A. This report was substantiated by multiple reports from credible direct eye witnesses whose recollection was corroborated.

6. The reviewers found that there was a discrepancy between the description of the physical positioning of Coach Leavitt in relation to Student Athlete A during their interaction at halftime. No one except Leavitt remembers him being on his knees in front of Student Athlete A when he spoke to Student Athlete A at halftime. Neither did anyone, except Leavitt, remember the Coach asking Student Athlete A “in a concerned and encouraging fashion” from a crouched position at “eye level” what was wrong. All accounts described Leavitt as standing on his feet directly in front of the Student Athlete and speaking in a direct, aggressive, and disturbed fashion. Someone in the locker room gasped, causing several other players to turn to see what had happened. The incident was discussed by at least most of the players, either immediately following the Louisville game or the weeks thereafter (prior to the release of the *FanHouse* article).

7. Immediately after the game, Student Athlete A spoke of the incident to several players, including some who witnessed the event, asking them if they had seen what happened. Those to whom he spoke who had seen the event confirmed that fact. Others who had not seen it asked what had happened and were told by Student Athlete A that Coach Leavitt had grabbed him by the throat and slapped him or that he did not want to talk about it. Other players to whom Student Athlete A spoke that day confirmed that Student Athlete was upset by the event. Student Athlete A left the game site with his family. A family member of Student Athlete A described the Student Athlete as being noticeably upset after the game, and uncharacteristically “running to the car” after the game.

8. Student Athlete A spoke to several teammates in the days following the Louisville game. He also said he planned on going to speak to Coach Leavitt about what had happened. Student Athlete A did in fact go to Coach Leavitt's office and said he wanted to speak to him. Leavitt responded that he could speak, but he should "choose his words wisely," because he, Leavitt, was "the most powerful man in the building." Student Athlete A described this meeting and Leavitt's words to several of his fellow teammates.

9. Leavitt denied grabbing or slapping Student Athlete A. He describes his actions as "shaking" Student Athlete A by his shoulder pads and asking him what was wrong because he "appeared to be down." After careful review of all the witness accounts, it appears more plausible that an inappropriate physical encounter did in fact occur, contrary to Leavitt's portrayal of the incident, to the neck and face of the Student Athlete.

10. Leavitt confirms that Student A came to his office to speak of his poor play and to discuss "what happened." Leavitt explains the last statement by saying that he rarely shakes players and so his action with Student A was noteworthy. Leavitt told the reviewers that he had apologized for grabbing his shoulder pads because he normally doesn't grab people. The reviewers find this to be in direct conflict with a statement that Leavitt made to the press in which he was quoted as saying, "I shook a lot of different guys, but not in a forceful way". When asked directly how many players he had "shaken" or had direct conflict with during that particular halftime, Leavitt cited two Student Athletes, one of which was Student Athlete A. Again, the reviewers find this inconsistent with his report to the media cited above as two does not constitute "a lot". Furthermore, the reviewers found an inconsistency in a statement that Student Athlete A gave to ESPN saying: "People can say different things but [Leavitt] only grabbed my shoulder pads to motivate me, because he's a passionate guy. He never apologized



because he had nothing to apologize for.”<sup>16</sup> Again, Leavitt indicated to the reviewers that he had, in fact, apologized to Student Athlete A for “shaking his shoulder pads”. He denies saying that Student Athlete A should choose his words wisely or that he, Leavitt, was the most powerful man in the building.

11. Leavitt was told that he should not discuss the review with any Student Athlete or anyone else who may be interviewed in the course of the investigation. Nevertheless, he admits having spoken to Student Athlete A immediately after Student Athlete A’s first interview by the reviewers. Student A describes the meeting as having occurred by chance when Student Athlete A visited the Athletic Building that night (somewhere in the vicinity of 8:30 p.m.) in order to retrieve something from his locker on the first floor. After he accomplished that, he told the reviewers that he went up to the second floor of the building to see his position coach.

According to Student Athlete A, while he was conversing with the assistant coaches, Leavitt came out of his office and asked how he was doing “with all of this.” Leavitt describes the meeting as having occurred because Student Athlete A appeared at Leavitt’s office door while Leavitt was reviewing game film for the upcoming bowl game. According to Leavitt, Student Athlete A noticed that the film being viewed was of special teams and asked Leavitt if he could watch. Leavitt says there was no discussion of the review or the November 21<sup>st</sup> incident.

Furthermore, it was reported to the reviewers on January 4, 2010 that one of the witnesses raised a concern that he had been retaliated against by Coach Leavitt for participating in the investigation process. A Student Athlete discovered on the morning of January 4, 2010 that the Equipment Manager had been instructed by Coach Leavitt to clean out the Student Athlete’s locker immediately upon return to Tampa from the Bowl Game (Toronto, Canada). Upon

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<sup>16</sup> *FanHouse*, December 18, 2009

notification, the Athletic Department restored Student Athlete O's locker privileges.

Report submitted by the reviewers:

Sandy Lovins  
Sandy Lovins

1/6/2010  
Date

Thomas Gonzalez  
Thomas Gonzalez

1/6/10  
Date

**NOTICE: The names of students contained in the report and in Appendix A to the report were not produced pursuant to the FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT ("FERPA")(20 U.S.C. §1232g); FLORIDA STATUTES §§1002.22; 1002.221 (2009).**

**APPENDIX A**

**Student Athlete Witnesses:**

- Student Athlete A: [REDACTED]  
Student Athlete B: [REDACTED]  
Student Athlete C: [REDACTED]  
Student Athlete D: [REDACTED]  
Student Athlete E: [REDACTED]  
Student Athlete F: [REDACTED]  
Student Athlete G: [REDACTED]  
Student Athlete H: [REDACTED]  
Student Athlete I: [REDACTED]  
Student Athlete J: [REDACTED]  
Student Athlete K : [REDACTED]  
Student Athlete L: [REDACTED]  
Student Athlete M: [REDACTED]  
Student Athlete N: [REDACTED]  
Student Athlete O: [REDACTED]  
Student Athlete P: [REDACTED]  
Student Athlete Q: [REDACTED]  
Student Athlete R: [REDACTED]  
Student Athlete S: [REDACTED]  
Student Athlete T: [REDACTED]

**Student Athlete cited in report but not interviewed:**

- Student Athlete U: [REDACTED]

## **APPENDIX B**

### **Non-Student Athlete Witnesses:**

Coach Ron McKeefery (USF Strength Coach)

Coach Steve Bird (USF Graduate Assistant)

Coach Mike Canales (USF Assistant Coach)

Coach Carl Franks (USF Assistant Coach)

Coach Jim Leavitt (USF Head Coach)

Paul Miller (Student Athlete A's father)

David Mitchell (Student Athlete A's high school coach)

Trooper Jack Hypes (Florida Highway Patrol Officer)

Trooper Benny Perez (Florida Highway Patrol Officer)

## HEAD COACHING AGREEMENT BETWEEN JIM LEAVITT THE UNIVERSITY OF SOUTH FLORIDA

This Agreement is made this 10<sup>th</sup> day of MARCH, 2008 by and among the University of South Florida Board of Trustees, a public body corporate, (the "University"), Jim Leavitt ("Coach"), and the University of South Florida Foundation, Inc., (the "Foundation"), a not for profit corporation and direct support organization of the University pursuant to section 1004.28, Florida Statutes (2002).

1. **PURPOSE.** It is the intent of the Parties to enter into this Agreement, which is founded upon the desire of the University to secure the services of Coach as the head coach for the University's Football Program and Coach's desire to serve in such a capacity. It is further the intent of the Parties that Coach will coordinate and consult with the Athletic Director in developing and maintaining the University's Football Program.

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

a. "Academic Advisor": The individual designated by the Athletic Director to supervise and oversee the academic performance of all student athletes at the University of South Florida.

b. "Agreement": The University of South Florida Head Coaching Agreement and any and all attachments or exhibits incorporated therein.

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

d. "Athletic Rules": Any and all present or future constitutions and by-laws, rules, regulations, written directives or policies, and any official or authoritative interpretations of the aforementioned, together with any amendments or modifications thereto, promulgated by the NCAA the CFA, the Conference, or the successor of any and each of them which may in the future have regulatory authority relating to University athletic programs. Athletic Rules shall also include all conference rules of any college or university which has previously employed Coach.

e. "Board": The University of South Florida Board of Trustees, the governing entity of the University of South Florida, as created by the State of Florida in Chapter 1001, Florida Statutes, with all of the power and duties provided for and established by Law, or its successors. Its primary business offices are located in Tampa, Hillsborough County, Florida.

- f. "CFA": the College Football Association.
- g. "Coach": Jim Leavitt.
- h. "Conference": the Big East Conference, its successor, or any other athletic conference of which the University may be or become a member.
- i. "Contract": Any annual salary agreement or document issued in accordance with University Rules. The Contract may be issued on an academic year basis (August to August) which could result in Coach receiving more than one Contract for any calendar year contemplated by this Agreement. The Agreement supercedes any conflicting provisions of the Contract.
- j. "Football Program": The intercollegiate football team, coaches, and student athletes at the University.
- k. "Foundation": The University of South Florida Foundation, Inc., a not for profit corporation and direct support organization of the University pursuant to §1004.28, Florida Statutes (2002).
- l. "Governors": The Board of Governors, the constitutionally created board governing the Florida State University System, a post-secondary public education entity in the State of Florida, with a primary business office in Tallahassee, Leon County, Florida.
- m. "Laws," "Law," or "the Law(s)": Any and all federal, state or local laws, rules, regulations, or administrative provisions which now exist or which may be enacted in the future, including but not limited to: Coach's employment; student athletes; those relating to narcotics, drugs, or other controlled substances, including steroids or other chemicals; gambling, betting, or bookmaking; and fraud.
- n. "National Championship": Winning the Bowl Championship Series ("BCS") National Championship Game.
- o. "NCAA": The National Collegiate Athletic Association or its successors, or any other athletic regulatory organization to which the University may elect membership.
- p. "Outside Activities": Those actions or activities which are in addition to the Coach's duties and responsibilities to the Football Program. These Outside Activities may or may not be compensated.
- q. "Outside Individual" Any person, agency, or corporation who is not affiliated with the University as a player, student, faculty member, or employee of the University and who is not otherwise defined within this Agreement. Outside Individual shall include any person,

alumnae of the University, corporation, booster club, or other benefactor.

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

s. "University": The University of South Florida, an institution of the State University System of the State of Florida, incorporated pursuant to Section 1004.21 (6)(d), Florida Statutes (2002), acting for and on behalf of the Board for purposes of this Agreement. Its primary offices are located in Tampa, Hillsborough County, Florida.

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

u. "Year": A calendar year.

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

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

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

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

d. He has not been found to have violated any provisions of the Athletic Rules after investigation by the NCAA or other agency, and that he has fully disclosed to the Athletic Director and the University any and all past investigations of alleged violations of Athletic Rules in which he has been involved either as a witness or in some other capacity.

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

4. TERM OF AGREEMENT. The University agrees to employ Coach as the head coach of the University's Football Program and Coach agrees to act as head coach of the University's Football Program. This Agreement, unless otherwise modified, extended, or terminated by the Parties in accordance with the provisions set out elsewhere in this Agreement, will continue from the date the

Program. This Agreement, unless otherwise modified, extended, or terminated by the Parties in accordance with the provisions set out elsewhere in this Agreement, will commence on January 1, 2008 and continue until December 31, 2014. The University agrees that it will provide Coach with written notice concerning any extension of this Agreement no later than December 31, 2013, such notice to be provided in accordance with the terms of this Agreement. Coach agrees and acknowledges that he will not be eligible for tenure at the University. In the final year of the Agreement, if the Football Program is invited to participate in any Conference or NCAA sponsored event, the final year of the Agreement will be extended until midnight the day after the bowl game but in no event will it be extended beyond midnight of the January 31 following the bowl game.

5. DUTIES. Coach agrees that throughout the term of this Agreement he will devote his full time, energy, and abilities for the exclusive benefit of the University and serve as the head coach of the Football Program. He agrees and acknowledges that he will act under the supervision of and perform to the reasonable satisfaction of the Athletic Director or designee. Pursuant to this Agreement, Coach's duties and obligations shall include, but not be limited to, the following requirements:

a. Coach agrees to act as the head coach for the Football Program and to abide by any and all Athletic Rules relating to the conduct and administration of the Football Program as it is now constituted or as it may develop in the future. Coach agrees and acknowledges that he is responsible for the day-to-day operations and administration of the Football Program. Coach agrees to abide by and be governed by all University Rules, except as otherwise set out elsewhere in this Agreement.

b. If, at any time during the term of this Agreement, Coach knows, or has reasonable cause to believe, that any player or coach of any University athletic program, student, faculty member, or agent or employee of the University, or any Outside Individual has violated, or allowed or caused to be violated, any Athletic Rules or University Rules, or if Coach receives notice or information that the NCAA or the Conference intends to investigate or review any alleged violations of Athletic Rules, or if Coach receives notice or information that any Law is alleged to have been violated by any player or coach of any University athletic program, he must immediately report such information, knowledge or belief to the Athletic Director.

c. Coach agrees to hire and supervise any and all assistant coaches employed for the Football Program, conduct annual performance evaluations on such assistant coaches, and ensure compliance, at all times, with all Athletic Rules and University Rules by such assistant coaches.

d. Coach agrees to participate in the coaching and recruitment of student athletes for the Football Program and to ensure that such coaching and recruitment, whether by Coach or any assistant coach, is conducted in compliance with Athletic Rules and University Rules.

e. Coach agrees to participate in media, sponsorship and promotional events, including appearances on any and all television or radio programs for the benefit of the University.



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 are met by the Football Program, and agrees to coordinate and cooperate with the Academic Advisor designated by the Athletic Director.

g. Coach agrees that services will be primarily provided in Tampa, Hillsborough County, Florida, and in other locations as may be required for purposes of recruitment, athletic contests away from the University, or other required job duties.

## 6. STATE SALARY AND COMPENSATION

a. In consideration of the warranties, representations, and services provided by Coach under the terms of this Agreement, Coach will be compensated annually in accordance with the terms and/or amounts established in Articles 6 and 7 of this Agreement. Coach agrees and acknowledges that the salary increases specified in this Agreement will be the only salary adjustments provided by the University. Further, Coach agrees that he will not receive any other salary adjustments that may be provided from time to time for University employees by action of the State of Florida, Legislature, the Governors, the Board, or the University during the period of time governed by this Agreement. Coach agrees and acknowledges that he will be provided an annual written performance evaluation by the Athletic Director, such evaluation to be completed within (90) days of the last game of each season. Unless otherwise specified in this Agreement, Coach will not be entitled to any other salary, benefit, or compensation from the University.

b. Coach's annual salary will be as follows:

|      |             |
|------|-------------|
| 2003 | \$407,173   |
| 2004 | \$447,891   |
| 2005 | \$492,680   |
| 2006 | \$600,000   |
| 2007 | \$650,000   |
| 2008 | \$700,000   |
| 2009 | \$750,000   |
| 2010 | \$800,000   |
| 2011 | \$850,000   |
| 2012 | \$900,000   |
| 2013 | \$950,000   |
| 2014 | \$1,000,000 |

c. In addition, Coach will receive any and all other regular employment benefits provided by the State of Florida, or the Board to similarly situated administrative and professional non-tenure earning at-will employees at the University. Except however, Coach agrees to waive all right to accrue vacation and sick leave time beginning on January 1, 2008 and continuing through the term of this Agreement. Further, Coach waives all right to a pay-out of accrued vacation and sick leave

that would otherwise be due to such similarly situated employees if accrued beginning on January 1, 2008. The parties acknowledge and agree that Coach has accrued vacation or sick leave time from the beginning of his employment through December 31, 2007, which shall remain intact and paid-out to Coach upon any termination of this Agreement at Coach's 2007 rate of pay. Coach acknowledges that all other regular employment benefits may be adjusted from time to time as provided for by legislative action of the State of Florida and/or action of the Board. Nothing in this sub-section shall prevent Coach from managing his own schedule (including vacation or sick time as needed) in accordance with the provision of his duties in Section 5 and under the supervision of the Athletics Director.

7. OTHER COMPENSATION AND PROGRAM SUPPORT. Coach agrees and acknowledges that the performance of coaching duties is his primary responsibility to the University, and further agrees that he will not engage in other activity which does, or may, reflect detrimentally on or adversely affect the reputation of the University or which conflicts with the University's interest. Notwithstanding the terms and conditions of Articles 5 and 6 of this Agreement, Coach may, in accordance with this Article, engage in activities that may result in him receiving additional forms of compensation from other non-University sources, and Coach agrees to disclose such Outside Activities in accordance with Law, Athletic Rules and University Rules. To the extent that any amounts due under this Agreement are to be paid by the Foundation, such payments will be made only from accounts available to and accessible by the Athletic Director.

a. Outside Activities must not conflict with the primary duties and obligations of Coach to the University and the Football Program or be in violation of Athletic Rules or University Rules. Coach must obtain written approval of the President or designee prior to engaging in any Outside Activities. Such approval will not be unreasonably withheld, will not be effective for more than one (1) year from the date of approval, and may be renewed upon request of Coach and upon completion of all the requirements of applicable University Rules. It is not the intent or purpose of this provision to bar Coach from multi-year endorsements; however, such endorsements must be made in consultation with and approved by the Athletics Director and entered into by the University.

b. The following additional forms of compensation or benefits are permitted, if made in compliance with the Law, Athletic Rules, and University Rules

(1) Coach agrees that as a part of this Agreement, he shall be paid for a variety of other services including, but not limited to, appearances, television or radio broadcasts, etc. In consideration for those services, the following additional compensation shall be paid to Coach by the Foundation or from a variety of football related revenue sources as determined in the discretion of the Athletics Director including, but not limited to, television contracts, shoe/apparel contracts and sponsorships, etc.:

|      |          |
|------|----------|
| 2003 | \$40,000 |
| 2004 | \$40,000 |
| 2005 | \$45,000 |

|      |             |
|------|-------------|
| 2006 | \$375,000   |
| 2007 | \$325,000   |
| 2008 | \$800,000   |
| 2009 | \$850,000   |
| 2010 | \$900,000   |
| 2011 | \$950,000   |
| 2012 | \$1,000,000 |
| 2013 | \$1,050,000 |
| 2014 | \$1,100,000 |

(2) During the time he serves as head coach of the Football Program, Coach may receive either \$900.00 per month as an auto allowance or two courtesy automobiles. In the event Coach receives a courtesy automobile, the Foundation agrees to provide liability, collision, and comprehensive insurance for such automobile. Operational expenses of the courtesy automobile and any damages not covered by insurance will be paid by Coach.

(3)(a) Coach has the exclusive opportunity to conduct football camps and/or clinics on the University campus. Such activities are independent of Coach's employment with the University. For any football camp or clinic sponsored by Coach on the University campus or at the SunDome or at any other site using the University's name, he agrees that he will be solely responsible for any taxes or expenses and liability incurred in operating such camps and/or clinics. Coach agrees to provide the Athletic Director with proof of full liability insurance, including workers' compensation insurance, or any other insurance that may be required by law no later than seventy-two (72) hours prior to the start of any football camp/clinic. Such insurance must specifically provided coverage for the University, the Board, the Governors, the State of Florida, the Foundation, the SunDome, Inc., and any of their officers, employees, or agents, or the successors of any and each of them against any and all claims or exposure which may result from any camp and/or clinic activities. Coach further agrees to indemnify and hold the University, the Board, the Governors, the State of Florida, the Foundation, the SunDome, Inc., and any of their officers, employees, or agents, or the successors of any and each of them harmless from any liability which may result from any camp and/or clinic activities, including any attorney's fees and costs which might be incurred as a result of any legal action.

(b) If required by Law, prior to the start of any camp/clinic Coach agrees to perform any and all necessary background checks in accordance with such Laws. Coach agrees and acknowledges that the failure or inability to provide proof of insurances or the background checks required by this Agreement no later than seventy-two (72) hours prior to the start of any camp/clinic will constitute grounds for the University to withdraw authorization for the use of its name and facilities until proof of insurance and/or completed background checks are provided.

(c) Coach has the right to use any registered or unregistered USF logo(s) or mark(s) for the marketing, advertising or promotional materials for any camp activity in which he is the primary participant or with which he is affiliated. Such usage is provided without charge to the Coach and may not be transferred to any third party or entity. Use of any registered or unregistered University logos or marks must be approved by the Athletic Director or his/her designee. Upon approval Coach agrees that he will use any registered or unregistered University logos or marks in accordance with University policies and any licensing agreement between the University and its outside intercollegiate athletics licensing entity. Coach will be solely responsible for any tax consequences or obligations resulting from the use of the University's name, registered or unregistered service marks and/or logos, any University facility or field, or the SunDome arena.

(4) Coach may receive commercial endorsements from any non-University or non-Foundation source provided that such endorsements are made in compliance with the Law, University Rules, and Athletic Rules, and with the prior written approval of the President and Athletic Director. Coach agrees to disclose such Outside Activity in accordance with the Law, University Rules, and Athletic Rules.

(5) Coach will earn additional compensation in the form of incentive pay upon the occurrence of any of the following events while he is serving as the head coach. These incentives may be paid annually to Coach, and Coach may earn more than one of the incentives during any season. Further, Coach agrees and acknowledges that no additional compensation will be payable under this provision for any season in which the football team is serving probation or has otherwise been sanctioned by the NCAA or the Conference and/or for violation of any Athletic Rules resulting from actions which may constitute grounds for termination or suspension of Coach under the terms of this Agreement. In accordance with this Agreement, the Foundation agrees to pay the indicated additional compensation to Coach:

|                                                                            |           |
|----------------------------------------------------------------------------|-----------|
| Winning BCS National Championship                                          | \$250,000 |
| Participating in the BCS National Championship Game                        | \$200,000 |
| Winning Conference Championship and<br>Big East Representative in BCS Bowl | \$100,000 |
| Selected for a BCS Bowl game with at-large bid                             | \$75,000  |
| Selected for a non-BCS Bowl game                                           | \$25,000  |
| Winning Big East Coach of the Year                                         | \$50,000  |

Final Top 10 Ranking \$50,000  
(in either Associate Press or USA Today/Coaches' Poll final poll of year)

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

(6)(a) In addition to the compensation and benefits paid to Coach under Articles 6 and 7 of the Agreement, the Foundation agrees to provide and fund an annuity for Coach. Beginning in 2003 and continuing through 2007, the Foundation will fund and invest five (5) annual contributions in the principal amount of \$25,000 in the Foundation's Endowment Growth Pool. All income realized on these contributions will be returned to and made a part of the principal. The Foundation will make annual contributions in early January and the contribution will vest in Coach's name on or about the following November 1<sup>st</sup>. For personal income tax purposes, all income and principal activity will be attributed to Coach and reported by the Foundation according to Law.

(b) Money and principal invested or reinvested on behalf of Coach in accordance with Paragraph 7.b.(6)(a) will reflect the performance experienced by all other monies maintained in the Endowment Growth Pool. The University, the Foundation, the Board, the Governors, the State of Florida, and any of their officers, employees, or agents, or the heirs or successors of any and each of them do not warrant or guarantee that any contributions made on Coach's behalf will realize any particular amount, value or percentage of growth or that they will in any way be responsible for market conditions, Acts of God, terrorist acts or war, forces of nature or any other event that may result in a loss to any contributions or reinvestment made in accordance with this Agreement. Coach agrees to release and hold harmless the University, the Foundation, the Board, the Governors, the State of Florida, and any of their officers, employees, or agents, or the successors of any and each of them against any and all claims, grievances, complaints, or lawsuits he brings or attempts to bring as a result of any funds attributed to Coach that are maintained in the Endowment Growth Pool.

(7)(a) The University and/or the Foundation agree to create and fund a Coaches' Pool. Such funds are available for use by Coach in awarding performance stipends to designated assistant football coaches. Payments made to assistant coaches from this Coaches' Pool are effective on July 1<sup>st</sup> of any year, coinciding with the beginning of the fiscal year. Coach must provide an assessment that supports the award of any stipend and the details concerning the manner in which such stipends will be paid. Coach agrees and acknowledges that performance stipends for assistant coaches may only be made in accordance with University Rules. Coach further agrees that payments to assistant coaches will be processed after the Athletic Director receives the documentation from Coach in support of each payment made from this account to any assistant. The money available for the coaches' pool in each year may be used for base salary of designated assistant coaches.

Salary increases for assistant coaches are to be paid only from funds available in the Coach's Pool and upon approval of the Athletic Director. In no event will assistant coaches be entitled to any salary increases that may be appropriated or mandated by action of the State Legislature or the Board for University employees.

|      |             |
|------|-------------|
| 2003 | \$600,000   |
| 2004 | \$645,000   |
| 2005 | \$690,000   |
| 2006 | \$850,000   |
| 2007 | \$950,000   |
| 2008 | \$1,250,000 |
| 2009 | \$1,350,000 |
| 2010 | \$1,450,000 |
| 2011 | \$1,550,000 |
| 2012 | \$1,650,000 |
| 2013 | \$1,650,000 |
| 2014 | \$1,650,000 |

(b) Coach will be provided with funding in a total amount of \$75,000 each season the team has been selected to appear in a bowl game or an amount of \$180,000 if the team is selected for the BCS National Championship game and the contract is in effect for the purpose of making one-time, bonus payments to members of his assistant coaches and administrative support staff members. These one-time, bonus payments are in recognition of the contributions made during a qualifying season and are not increases to the base salary of any assistant coach or administrative support staff member. Payments will be made to assistant coaches/administrative support staff in February of the year after the team qualifies for a bowl game, or as soon thereafter as can be practicably processed. If the Agreement has not otherwise been renewed, the team has qualified for a bowl game, and the Agreement is in its final year, the University may elect to make that season's payment prior to the date the Agreement terminates. Payments will be made upon the Athletic Director's receipt of documentation from the Coach in support of each payment and the Athletic Director's approval of such payment to an assistant coach. Monies made available in this account may be used only for assistant coaches for the purposes specified in this provision. Any money not awarded to assistant coaches by 5:00 p.m. on the last Friday of June in the year it was awarded, except for any money provided pursuant to the payment for the 2014 season, will revert to the University. If a payment is due during the final season of this Agreement, the University may elect to pre-pay the payment prior to the expiration of the Agreement and any money not awarded to assistant coaches by 5:00 p.m. on the final date of this Agreement will revert to the University.

(c)(i) The Foundation agrees to develop an annual coaches event. Any amounts net after paying for all expenses associated with the event will be placed in an account for

the use and needs of the Football Program, to be used at the Coach's discretion in a manner consistent with University and NCAA Rules or guidelines. This event will be managed by the Associate Athletic Director for Advancement in an effort to coordinate University activities related to the solicitation of gifts from athletic donors and other major donors or prospective donors of the University.

(ii) Notwithstanding paragraph 7.b.(7)(c)(i), Coach agrees that Fifty Percent (50%) of any net amount received from the golf event held in 2008 (and going forward) will be designated for the purpose of funding and supporting any salary increases he has awarded coaches pursuant to paragraph 7.b.(7)(d).

(8) The scheduling of games for the Football Program will be mutually coordinated and agreed upon by the Athletic Director, in consideration of the overall needs of University Athletics. The Athletic Director will be the final authority, but agrees there will be no more than one (1) guarantee game per season unless the Coach agrees otherwise.

c. Coach may not solicit or accept gifts of cash or items of substantial value, or accept anything other than reasonable social hospitality from any Outside Individual, in violation of the Law, Athletic Rules, or University Rules.

8. TERMINATION OF THE CONTRACT. The Parties agree and acknowledge that the services Coach will provide as head coach of the Football Program are the essence of this Agreement. The Parties recognize that certain circumstances may occur in the future which will make this Agreement undesirable to one or more of the Parties before the expiration of the terms and conditions of this Agreement.

a. Termination Without Cause. University or Coach may terminate this Agreement in any year without cause by giving written notice, in accordance with the provisions of this Agreement, except that no notice is required prior to the stated expiration during the final year of this Agreement. If termination occurs under this Paragraph, the final date of employment will be no later than January 31 after the date of such notice, except in the final year of this Agreement. If notice is provided by Coach, the University, at its option, may require Coach to participate in any post-season game scheduled to be played after the date of notice or excuse the Coach from coaching in such a game. Nothing in this paragraph is deemed to waive any right the University may have as a result of some other provision of this Agreement. Coach agrees and acknowledges that he has no additional rights under the University Rules regarding non-renewal of employees other than the rights provided for by this Agreement. The rights of the University under this subparagraph are independent and are not limited by any other right the University may have under any other provision of this Agreement.

b. Termination by Coach for Cause. Coach may terminate this Agreement for cause. For purposes of this subparagraph cause will mean any failure of the University or the Foundation to pay any of the sums or benefits contemplated by this Agreement if:

- (1) Such sums are more than thirty (30) days overdue; and
- (2) After such sums are more than thirty (30) days overdue Coach made a written demand that any sum or benefit due under this Agreement be paid; and
- (3) More than ten (10) days have elapsed since the date of such written demand and the payment or benefit has not been provided; and
- (4) The sum or benefit remains unpaid by the University or Foundation at the time a written notice of termination is received in accordance with the notice provisions of this Agreement.

c. Termination by the University for Cause. The University may terminate this Agreement for Cause at any time, and such right will not be limited in any manner notwithstanding the provisions of Paragraph 8.a. For purposes of this subparagraph Cause will mean:

- (1) Failure or refusal by Coach to perform any of the material duties required by this Agreement, neglect by Coach of any of the material duties required by this Agreement, an unwillingness to perform such required material duties to the best of Coach's ability, or other material breach of this Agreement if not promptly cured (in no case later than within thirty (30) days) upon written notice by the University of such failure; or
- (2) a finding of a serious, major or intentional violation by Coach of the Athletic Rules, or failure to timely and accurately respond to any reasonable requests or inquiries by the NCAA, the Conference, or any other governing body concerning or related to the supervision of the Football Program; or
- (3) directing or otherwise instructing any coach, student athlete, or any other individual to fail or refuse to respond, or failing or refusing to provide information or documents to any reasonable requests or inquiries by the NCAA, the Conference, or any other governing body concerning or related to the supervision of the Football Program; or
- (4) Failure or refusal by Coach to report immediately to the Athletic Director when Coach knows, or should have known, any of the following events have occurred, or are about to occur:

- (a) Any member of the Football Program, has or may have violated, or



allowed or caused to be violated, any Law, Athletic Rules or University Rules, or has engaged in any serious or intentional violation of the Law, the Athletic Rules or the University Rules; or

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

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

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

(5) Any fraud or dishonesty of Coach while performing the duties required by this Agreement, including, but not limited to, falsifying, altering or otherwise fraudulently preparing any document(s) or record(s) of, or required by, the University, the NCAA, or the Conference pertaining to recruits or student athletes, transcripts, eligibility forms, compliance reports, or expense reports, or any other document pertaining or related to any sanction of the Football Program; or

(6) Engaging in, assisting, encouraging, or soliciting others to engage in bookmaking, illegal gambling, or betting of any type involving any intercollegiate or professional athletic contest; or

(7) Possession, use, sale, or manufacture of any narcotics, drugs, or other controlled substances or steroids or other chemicals in a manner which is prohibited by Law or by the Athletic Rules, or allowing, encouraging, or condoning the possession, use, sale, or manufacture of any narcotics, drugs, or other controlled substances or steroids or other chemicals by any student athlete in a manner which is prohibited by Law or by the Athletic Rules, or failure or refusal to fully participate and cooperate in the University's implementation and enforcement of any drug/alcohol testing program; or

(8) Finding by the University of a serious, major, or intentional violation by Coach of University Rules or Law; or conviction for a violation of Law which could result in a period of incarceration for one year; failure to accurately report all additional sources of income in accordance with Law, Athletic Rules, and University Rules; or conduct of Coach which adversely affects the University or its educational mission, such as acts of dishonesty, misrepresentation, fraud, or violence.

d. Procedures for Termination For Cause by the University. In the event the University takes

action to terminate this Agreement for cause, the following provisions shall apply:

(1) Pre-termination Meeting. Except in extraordinary or exigent circumstances, Coach will be provided written notice, in accordance with the terms of this Agreement, at least ten (10) working days prior to the intended termination date. Such notice must be signed by the Athletic Director, or his designee, and will include: a statement setting forth the reason(s) for the termination action; a short explanation of the evidence which supports the intended termination; a copy of any and all documents which may exist; and a date, time and place for a Pre-termination Meeting. The Pre-termination Meeting is Coach's opportunity to present any information, evidence or argument in support of his belief that termination is inappropriate and will occur prior to the effective date of the termination action. Coach may provide a written notice of his intent not to participate in the Pre-termination Meeting at any time prior to the scheduled meeting. Failure of Coach to appear for such a meeting or failure to provide any information, evidence or argument will be deemed a waiver of his right to receive a Post-termination Meeting under the provisions of Paragraph 8.d.(2). In the event termination results from extraordinary or exigent circumstances and a Pre-termination Meeting is not scheduled, the Athletic Director, or his designee, will provide to Coach, within forty-eight (48) hours, a written statement detailing the reasons for the termination in accordance with the provisions of this subparagraph.

(2) Post-termination Meeting. If the Coach is terminated for cause under the provisions of Article 8, upon written request of the Coach within forty-eight (48) hours of the effective date of the termination, Coach has the right to a Post-termination Meeting. The University will make every effort to convene such meeting within Ten (10) working days of the University's receipt of the written request. Such meeting shall be conducted by the President or her designee. Within Five (5) working days of the Post-Termination Meeting, the President, or her designee, shall notify Coach of her decision. The decision of the President is final and binding on all parties to this Agreement, and shall constitute final agency action for purposes of Section 120.569, Florida Statutes (2002).

e. The procedures outlined in this section will also apply to disciplinary suspensions without pay, but not to termination without cause as provided for in Paragraph 8.a, to suspension with pay pending investigation as provided for in Paragraph 9.b, or to reassignment as provided for in Article 12.

## 9. SUSPENSION.

a. The University may elect to suspend Coach without pay from all duties for a specified period of time. The basis for any suspension under this Article includes, but is not limited to, all of the reasons set out in Paragraph 8.c.

b. The University may elect to suspend Coach with pay during any period of time in which: a criminal investigation or other charge has been initiated against Coach; a formal inquiry or charge is pending, or preliminary finding is issued by the NCAA or Conference or any other committee or agency, concerning any alleged major, significant or repeated violation of Athletic Rules by the Coach or that such alleged violations were condoned, permitted or encouraged by the Coach, or Coach had actual or constructive notice that such alleged violations had occurred and Coach failed to reasonably respond to prevent or eliminate such violations; or other alleged violations of Law or University Rules.

c. Any suspension in effect as a result of any investigation specified in Paragraph 9.b will continue until the final resolution of such matter or investigation. During the investigatory period Coach will only receive the compensation specified in Article 6. At the completion of the investigation any other compensation or benefits due to Coach under this Agreement will be paid to Coach if the matter is resolved in favor of Coach and does not constitute an independent basis for termination for cause.

d. Any suspension under this Article does not limit any right provided under Article 8 and those rights will continue to be governed by Article 11.

10. RESTRICTIONS ON COMPETITION. It is recognized and agreed by the Parties that the Coach has certain skills and abilities which make Coach's services unique to the University and the University's interest in maintaining continuity in the development of a high quality athletic program. The Coach agrees and acknowledges that withdrawing his services from the University without approval and release would constitute a substantial hardship and loss to the University and the Football Program, the value of which cannot be estimated. Coach agrees that if the Coach becomes interested in another coaching position or is offered another coaching position at any time during the existence of this Agreement, he will provide written notice to the Athletic Director of any such interest or offer. Written authorization by the Athletic Director to the Coach will be required prior to any discussions between Coach and any other educational institution or professional team or their respective representatives regarding a coaching position. Such authorization will not be unreasonably withheld.

#### 11. TERMINATION CONSEQUENCES.

a. Termination by Coach Without Cause. If Coach terminates this Agreement in accordance with Paragraph 8.a or otherwise:

(1) Coach will not be entitled to receive any compensation or benefits beyond his final date of employment as provided for in his notice, except for the final year of this Agreement in which case no compensation may be paid beyond the stated termination date of this Agreement;

(2) The University and the Foundation will not be liable to Coach for the loss of any collateral income, business opportunities or benefits which may result from Coach's termination of this Agreement.

(3) For one (1) year following the termination of his employment Coach agrees that he will not communicate with or otherwise attempt to recruit any high school athlete with whom he had previously communicated with or recruited while employed by the University, unless such high school athlete had been recruited by the new college or university employing Coach prior to the Coach's providing notice of termination to the University. This provision will survive the termination of Coach's employment for one (1) year.

(4) In the event Coach resigns his position at the University in accordance with Paragraph 8.a., Coach agrees to pay the amounts specified below to the Foundation. Coach and University agree that any such payment shall not be considered a penalty. Coach and University agree that the University will incur a variety of costs if Coach terminates this contract, to include, but not limited to, administrative costs, costs to secure a new coach, and potentially lost revenues from football ticket sales. As these damages cannot be determined with certainty, Coach and University agree that the payment amounts provided below reflect a reasonable compensation to the University for its damages. Any payment required pursuant to this paragraph is due within sixty (60) days of termination and shall be remitted to the Foundation:

(a) If Coach terminates the Agreement between the effective date of this Agreement and December 31, 2008, Coach agrees to pay One Million Dollars and Zero Cents (\$1,000,000).

(b) If Coach terminates the Agreement between January 1, 2009 and December 31, 2009, Coach agrees to pay Nine Hundred Thousand Dollars and Zero Cents (\$900,000).

(c) If Coach terminates the Agreement between January 1, 2010 and December 31, 2010, Coach agrees to pay Eight Hundred Thousand Dollars and Zero Cents (\$800,000).

(d) If Coach terminates the Agreement between January 1, 2011 and December 31, 2011, Coach agrees to pay Seven Hundred Thousand Dollars and Zero Cents (\$700,000).

(e) If Coach terminates the Agreement between January 1, 2012 and December 31, 2012, Coach agrees to pay Six Hundred Thousand Dollars and Zero Cents (\$600,000).

(f) If Coach terminates the Agreement between January 1, 2013 and December 31, 2013, Coach agrees to pay Five Hundred Thousand Dollars and Zero Cents (\$500,000).

(g) If Coach terminates the Agreement between January 1, 2014 and December 31, 2014, Coach agrees to pay Five Hundred Thousand Dollars and Zero

Cents (\$500,000).

b. Termination by Coach For Cause. If Coach terminates this Agreement in accordance with Paragraph 8.b Coach will only be entitled to receive any unpaid compensation or benefit then due in accord with Articles 6 and 7. No other payments or compensation will be due and payable under this Agreement.

c. Termination by the University Without Cause. If the University terminates this Agreement without cause, Coach agrees to use reasonable efforts to obtain a similar football related position between the date of termination and the term the contract would otherwise have concluded. If the University terminates this Agreement in accordance with Paragraph 8.a, Coach will receive seventy-five percent (75%) of the compensation due to him under Article 6 and Article 7 of the Agreement less the amount of any compensation (to include salary and fringe benefits) Coach earns as a result of subsequent employment in a football related position from the date of such subsequent employment, which will be construed as the date Coach begins providing services to a subsequent employer or the effective date of any employment contract, whichever is sooner, to the conclusion of the term of this Agreement. In no event will Coach receive more than the compensation due to him under the remaining term of this Agreement as provided for in Article 4. Any payments due to Coach under this Paragraph will be made at seventy five (75%) of the adjusted base rate of pay, as provided in Article 6 and 7, at the time of termination and will not be increased or adjusted after the time of termination. Payments will be made to Coach over the term remaining under this Agreement and will not be accelerated except at the option of the University. All payments made under this Paragraph will be in full and complete satisfaction and settlement of any and all claims or disputes between Coach and the University or Foundation related to Coach's employment pursuant to this Agreement.

d. Termination by the University With Cause. If the University terminates this Agreement in accordance with Paragraph 8.c or otherwise:

(1) Coach will be paid one-twelfth of his adjusted base rate of pay, as provided in Article 6, at the time of termination;

(2) No other forms of compensation or benefits will be due and payable under this Agreement, except that Coach will retain any rights to any other employee benefits as provided by any state or federal requirements.

e. Termination for Death or Disability. This Agreement will automatically terminate if the Coach dies or if the Coach, in the judgment of the Athletic Director, is prevented, by some physical or mental incapacity, from performing his duties for six (6) consecutive months

12. REASSIGNMENT OF COACH'S DUTIES. At the discretion of the Athletic Director, Coach may be reassigned from head coaching duties of the Football Program at any time during the

existence of this Agreement upon thirty (30) days written notice to Coach. If such reassignment occurs then the provisions of Paragraph 11.a.(3) will be suspended until such time as Coach may be returned to the head coaching duties of the University. Such reassignment will be to a position with appropriate professional title. The University or the Foundation will not be liable to Coach for the loss of any collateral income, business opportunities or benefits which may result from Coach's reassignment.

### 13. GENERAL PROVISIONS.

a. APPROVAL OF AGREEMENT. The Parties agree and acknowledge that this Agreement will not become effective and binding upon any Party until full execution by the President, the Athletic Director, the Coach, and the Executive Vice President of the Foundation.

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

c. MODIFICATION/AMENDMENT. The Parties agree that from time to time during the life of this Agreement Articles 4, 6, and 7 may be modified. Modifications to Articles 4, 6, and 7 will be incorporated into language of the Agreement and a new Agreement executed by the Parties. No other terms of the Agreement will be modified except by mutual written consent of all Parties. Original documents shall be maintained in the Office of the General Counsel.

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

For the University:

Athletic Director  
University of South Florida  
4202 East Fowler Avenue, PED 214  
Tampa, Florida 33620

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

For Coach:

Jim Leavitt  
University of South Florida  
4202 East Fowler Avenue, PED 214  
Tampa, Florida 33620

Neil M. Cornrich  
Cornrich & Cornrich Co., LPA  
One Chagrin Highlands  
2000 Auburn Drive, Suite #315

Beachwood, Ohio 44122

For the Foundation:  
Executive Vice President  
University of South Florida Foundation, Inc.  
4202 East Fowler Avenue, ADM 200  
Tampa, Florida 33620

e. PUBLIC RECORD. The Parties agree and acknowledge that this Agreement is subject to the public records provisions under Florida law, Chapter 119, Florida Statutes (2001), and may therefore be subject to disclosure by and in the manner provided for by law.

f. SEVERABILITY. If, for any reason, any portion of this Agreement is held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed a separate, distinct, and independent provision, and such holding will not affect the validity of any remaining portion of this Agreement.

g. WAIVER OF CLAIMS. The Parties agree that any and all claims any 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 the Parties which might result from the termination of this Agreement. Such losses include, but are not limited to: loss of income or compensation; loss of any collateral income or benefits, or other business opportunities which resulted from Coach's position at the University; loss of camp, clinic or other outside activity fees; loss of expected income; or other damages which may allegedly be sustained for any alleged humiliation or defamation resulting from any termination of this Agreement or any statements or documents which may be released to the press or public as a result thereof or the release of any documents required by law. Coach agrees and acknowledges that he will have no right of injunctive relief.

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

i. SOVEREIGN IMMUNITY. The Parties expressly agree and acknowledge that nothing contained in this Agreement is intended to constitute a waiver of sovereign immunity by the University, and that nothing will be construed or considered to constitute a waiver or relinquishment of any of the exemptions, rights, privileges or immunities as may be provided by Law.

j. JURISDICTION AND VENUE. The Parties agree that any court of competent jurisdiction located in Tampa, Hillsborough County, Florida will be the appropriate venue and jurisdiction for the resolution of any dispute arising from this Agreement.

k. TOTALITY OF AGREEMENT. This Agreement, including Exhibits A and B, the Contract, the Law, and the University Rules represent the entire agreement pertaining to or concerning the employment of Coach and supersede any and all other oral or written agreements among the Parties. The Parties warrant and represent that they have made no other warranties and representations that are not embodied within the terms and conditions of this Agreement. 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 or Foundation, and to the extent that such exist they are superseded by this Agreement.

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

m. IMPOSSIBILITY OF PERFORMANCE. No Party to this Agreement will be construed or considered to have defaulted or breached any provision of this Agreement if the performance of any of the terms and conditions of this Agreement is prevented or delayed by any act of God, force majeure, terrorism, war, natural disaster, catastrophe or any other act which is beyond the control of any of the Parties to this Agreement.



EXECUTION PAGE FOR  
THE UNIVERSITY OF SOUTH FLORIDA  
HEAD COACHING AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

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

By: Judy Genshaft  
Judy Genshaft, President

Date: 3/10/08

**University of South Florida Foundation, Inc.**, a not for profit corporation and direct support organization of the University

By: J. Jeffrey Robinson  
J. Jeffrey Robinson, Executive Vice President

Date: 3/10/08

**University Athletic Director**

Doug Woolard  
Doug Woolard

Date: 3/10/08

**Coach**

Jim Leavitt  
Jim Leavitt

Date: 3/10/08

UNIVERSITY OF  
SOUTH FLORIDA  
SYSTEM

## REGULATION

- ü USF system ☐USF ☐USFSP ☐USFSM ☐USFP

Number: USF10.212

Subject: Discipline, Misconduct, and Incompetence

Date of Origin: \_\_\_\_\_ Date Last Amended by Board of Trustees: \_\_\_\_\_

(1) The provisions in these Regulations constitute the basis for just cause disciplinary actions by the USF system. "Just cause" is defined as:

(a) Incompetence, which includes, but is not limited to, the documented inability to perform assigned duties and/or substandard performance of assigned duties on a continuing basis; or

(b) Misconduct.

(2) Discipline includes oral and written reprimands, involuntary demotion, suspension with or without pay, involuntary reduction in pay for just cause, and dismissal. Discipline does not include transfer, change in assignment, non-reappointment, layoff, voluntary demotion, voluntary reduction in pay, employee evaluations, counseling, or mandatory leave (e.g. military leave, compulsory disability leave, or required use of annual leave).

*Authority: Art. IX, Sec. 7, Fla. Const. and Resolutions issued by the FL Board of Governors.*

*History: New 10-5-03, Formerly 6C4-10.212, F.A.C., Amended 8-10-09.*

ü USF system    ☐ USF    ☐ USFSP    ☐ USFSM    ☐ USFP

Number: 0-020

Subject: Retaliation, Retribution, or Reprisals Prohibited

Date of Origin: 12-16-04

Date Last Amended:

Date Last Reviewed: 09-04-09

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## I. INTRODUCTION (Purpose and Intent)

- A. The University of South Florida system, ("USF system") is committed to the values of excellence, integrity and truth in attaining its academic, research and public service mission. These values are exemplified by each employee's responsible performance of duties consistent with the USF system's policies, regulations, rules and professional standards.
- B. It is the responsibility of all USF system employees to report violations of law, rule, regulation, policy or other misconduct to permit the USF system to meet its responsibility to the public, its employees and students. Employees should promptly report their concerns to their immediate or next level supervisor, if feasible. Otherwise, other communication channels are available for reporting concerns such as: the Office of Human Resources, the Office of the General Counsel, the Office of Diversity & Equal Opportunity, the Office of University Audit & Compliance, or the USF system anonymous hotline *EthicsPoint* (1-866-974-8411).

## II. STATEMENT OF POLICY

- A. The USF system encourages an atmosphere of open dialogue and expression, including the promotion of good faith filing of grievances, reporting of complaints or concerns by employees and students regarding violations of law, rule, regulation, policy or other misconduct. Employees who learn of retaliation should report it immediately.
- B. In support of an environment of open communication within the USF system community, the USF system will not tolerate retaliation,

retribution or reprisals against an employee or student who, in good faith, files a grievance, complaint or report of violations of law, rule, regulation, policy or other misconduct.

- C. Employees who engage in retaliation in violation of this policy will be subject to disciplinary action up to dismissal from employment.

### III. DEFINITIONS

- A. For purposes of this Policy, the term employee includes, but is not limited to: all faculty, Administration employees, Staff employees, Temporary employees, all graduate assistants and other student employees, or any other employee classifications that may be developed by the Florida Board of Governors or the University of South Florida Board of Trustees.
- B. For purposes of this Policy, the term student includes, but is not limited to, any individual who is enrolled in an on or off campus program leading to the award of academic or course credit from the USF system. Such enrollment may be for day or night programs whether full time or part time, regardless of the number of hours or days attending classes.
- C. For purposes of this Policy, retaliation, retribution or reprisal (hereafter referred to as retaliation) is defined as adverse action taken against an employee or student as a result of an employee or student's good faith reporting of violations of law, rule, regulation policy or other misconduct.
- D. For purposes of this Policy, good faith is defined as an honest belief, with the absence of malice or intent to defraud or seek unscrupulous advantage.
- E. For purposes of this Policy, examples of adverse actions include, but are not limited to: the discharge, suspension, transfer or demotion of an employee; the withholding of bonuses; reduction in salary or benefits; giving deflated performance evaluations; or the inappropriate assignment of low grades.

### IV. REPORTING RETALIATION, RETRIBUTION OR REPRISALS

- A. An employee or student who believes retaliation may have been taken against them as a result of filing a grievance, complaint or report of violations of law, rule, regulation, policy or other misconduct, should immediately report the retaliation to their next level supervisor, if feasible, otherwise, reports of retaliation should be made as follows:
1. Retaliation for reporting sexual harassment or discrimination should be reported to the Office of Diversity & Equal Opportunity.
  2. Retaliation for filing an employment grievance should be reported to Human Resources/Employee Relations.
  3. Any retaliation complaint by faculty, graduate student employees, or students should be reported to the Provost's Office.
  4. All other retaliation complaints, including whistleblower complaints as defined by Florida Statute §112.3187, should be reported to the Office of University Audit & Compliance.
- B. An appropriate and timely review and response will be provided to an employee or student who alleges retaliation, consistent with USF system policy, rules and regulations.

*Regional campuses and separately accredited institutions may have unique characteristics. Students, faculty and staff must check with their individual campuses and apply system-wide policies in conjunction and consistent with the specific characteristics and guidelines applicable to those campuses.*

Authorized and signed by:

Judy Genshaft, President