INTERIM PRESIDENTIAL CONTRACT

8/2/2021

This Employment Agreement ("Agreement"), executed this ____ day of August 2021, and effective as of August 2, 2021, is entered into by and between the University of South Florida Board of Trustees, a public body corporate of the State of Florida, (the "Board," or the "Board of Trustees") and Rhea F. Law (the "Interim President" or "Ms. Law"), for the position of Interim President of the University of South Florida ("University" or "USF"). The Board and Interim President are collectively referred to herein as the Parties.

WHEREAS, the Board has determined pursuant to Florida Board of Governors Regulation 1.001 (5) (d) that it is in the best interests of the University for Ms. Law to be delegated full authority to serve as the Interim President as of August 2, 2021;

WHEREAS, Ms. Law is ready and able to commence service as Interim President of the University on August 2, 2021;

WHEREAS, the Board has the current legal authority to determine the terms and conditions of employment of the Interim President of the University;

WHEREAS, the Board desires to commence the employment of Ms. Law as Interim President on the terms and conditions provided herein and subject to confirmation by the Florida Board of Governors;

WHEREAS, both the Board and Ms. Law desire to set forth their respective rights and obligations in this Agreement;

WHEREAS, both the Board and Ms. Law intend this Agreement to become effective August 2, 2021.

WHEREAS, this Agreement has been duly approved and its execution has been duly authorized by the Board and Ms. Law; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1.0 Appointment as Interim President

- 1.1 The University shall appoint Ms. Law to serve as Interim President of the University and to serve as the Chief Executive Officer of the University subject to the terms specified in this Agreement and the Regulations, Policies, and oversight of the Board of Trustees. Ms. Law accepts and agrees to such terms of employment. The Interim President's authority and responsibilities, as delegated by the Board and stated herein, shall extend to the University, including the three (3) campuses of the University located in Tampa, St. Petersburg, and Sarasota-Manatee, Florida, and at USF Health and at such other place or places as the either the Board or the Interim President deem appropriate for the interests, needs, business, or opportunity of the University.
- 1.2 The Interim President, or her designee, shall perform all duties required by law, by this Agreement, and customarily performed by presidents of public colleges and universities comparable in size to the University consistent with the applicable Rules, Regulations and Policies of the University and the Florida Board of Governors. These duties include, but are not limited, to:
 - 1.2.1 Operating and managing the University;
 - 1.2.2 Providing institutional, faculty, and educational leadership;
 - 1.2.3 Strategic planning and visioning;
 - 1.2.4 Fundraising;

- 1.2.5 Acting as corporate secretary to the Board;
- 1.2.6 Preparing budget requests, including operating and capital budgets, and submitting same to the Board as required by University governance requirements;
- 1.2.7 Establishing and implementing policies and procedures to recruit, appoint, transfer, promote, compensate, evaluate, reward, demote, discipline, and remove personnel;
- 1.2.8 Governing admissions;
- 1.2.9 Approving, executing, and administering contracts for the acquisition of commodities, goods, equipment, services, lease of real and personal property, and planning and construction;
- 1.2.10 Acting as custodian of all University property, including the authority to prioritize the use of University space, property, equipment, and resources;
- 1.2.11 Implementing approved programs for the University;
- 1.2.12 Establishing the internal academic calendar of the University;
- 1.2.13 Administering the University's program of intercollegiate athletics;
- 1.2.14 Recommending the establishment and termination of undergraduate, masters and doctoral level degree programs within the approved role and scope of the University;
- 1.2.15 Awarding degrees;
- 1.2.16 Administering the schedule of tuition and fees to be charged by the University;
- 1.2.17 Entering into agreements for student exchange programs;

- 1.2.18 Approving the internal procedures of student government organizations and providing purchasing, contracting, and budgetary review processes for those organizations;
- 1.2.19 Adjusting property records and disposing of state-owned tangible property;
- 1.2.20 Maintaining all data and information pertaining to the operation of the University and reporting on the attainment by the University of institutional and statewide performance accountability goals;
- 1.2.21 Ensuring compliance with federal and state laws, regulations, and other requirements applicable to the University;
- 1.2.22 Reviewing periodically the operations of the University to determine how effectively and efficiently the University is being administered and whether it is meeting the goals of its strategic plan;
- 1.2.23 Organizing the University to achieve the goals of the University efficiently and effectively; and
- 1.2.24 Recommending the adoption of rules, regulations, and policies to successfully implement provisions of law governing the operation and administration of the University and the items listed above.

2.0 Best Efforts as Interim President

- 2.1 Ms. Law agrees to faithfully, industriously, and with maximum application of experience, ability, and talent, and subject to Section 2.3 below, devote Ms. Law's full-time attention and energies to the duties of Interim President of the University.
- 2.2 Those duties shall be performed for the University including at the three (3) campuses of the University located in Tampa, St. Petersburg, and Sarasota-

Manatee, Florida, and at USF Health and at such other place or places as the either the Board or the Interim President deem appropriate for the interests, needs, business, or opportunity of the University.

- 2.3 The Board recognizes that it is both appropriate and beneficial for the Interim President to engage in outside activities, such as serving on for-profit and non-profit boards of directors, consulting, delivering speeches, and writing. The expenditure of reasonable amounts of time for personal or outside activities, as well as charitable and professional development activities, which are permitted provided such activities do not interfere with the services required to be rendered to the University under the provisions of this Agreement, as determined by the Board.
- 2.4 The Interim President shall not engage in any activity that may be competitive with and adverse to the best interests of the University or that interferes with the duties set forth in Section 1.2 and 2.0 of this Agreement. Attached as **Exhibit A** to this Agreement is a list of external boards, committees, and activities that are preapproved by the Board to not present a conflict with the interests of the University and duties of the Interim President. The Parties will review **Exhibit A** on a quarterly basis to confirm that it is current and that no unforeseen conflicts have developed.
- 2.5 The Interim President shall seek approval from the Board Chair, who may confer with the Governance Committee, prior to agreeing to serve on any board of directors of any entity or to engage in any substantial outside business activity, including authorship of books. All income or other compensation earned by the Interim President in connection with approved outside business activities shall be

paid to and retained by the Interim President, and such income or other compensation shall have no effect on the amount of salary, compensation, and benefits the Interim President is otherwise entitled to receive under this Agreement.

Ms. Law shall be solely responsible for the tax treatment of any such external compensation described in this paragraph.

3.0 Effective Date; Term of Appointment; and Evaluation

- 3.1 Consistent with Florida Board of Governors Regulation 1.001 (5) (d), the Board has determined that it is in the best interests of the University for Ms. Law to be delegated full authority to serve as the Interim President prior to confirmation by the Board of Governors; however, this does not replace confirmation by the Florida Board of Governors. If Ms. Law is not subsequently confirmed by the Board of Governors, then the Parties will return to the *status quo ante* and Ms. Law shall be paid prorated amounts under sections, 4.0, 7.0, and 10.0 of this Agreement.
- 3.2 The term of this Agreement shall begin on August 2, 2021 (the "Effective Date") and continue until the first day of employment of the permanent University president following a national search. In the event of a failed search (i.e., no candidate is selected after a national search or the selected candidate is unable or unwilling to serve), this Agreement may be extended for an additional period upon mutual agreement of the Parties and in accordance with the Regulations of the Florida Board of Governors and the Constitution and laws of the State of Florida. Notwithstanding the foregoing, this appointment shall be subject to prior termination as provided in this Agreement.

- On or before September 30, 2021 the Interim President shall provide the Board Chair with a list of proposed goals and objectives based upon the University's Accountability Plan, Performance-Based Funding and Preeminence metrics, strategic interests, aspirations, and other mutual agreed upon criteria. Following approval by the Board Chair, the proposed list of goals and objectives shall be submitted by the Interim President to the Governance Committee of the Board of Trustees for consideration. Following consideration by the Governance Committee, the proposed goals and objectives shall be presented for review and approval by the Board in a special or regularly scheduled Board meeting.
- 3.4 Thirty (30) days prior to the first day of the permanent University president's employment, Ms. Law shall initiate the evaluation process for the period that began on the Effective Date by submitting to the Board Chair and Governance Committee a self-appraisal of the Interim President's performance from August 2, 2021 to the date the self-appraisal is submitted. This appraisal shall address performance related to each of the goals and objectives determined as provided above in Section 3.3.
- 3.3. At a special or regularly scheduled Board meeting after the Interim President has submitted this self-appraisal the Board shall evaluate Ms. Law's performance based on achievement of the mutually agreed upon goals and objectives and other mutually agreed criteria. To aid the Board in its performance review, the Interim President agrees to furnish such oral and written reports as may be requested by the Board Chair or Governance Committee Chair. If a permanent University president

is not selected or is unavailable for hire by July 1, 2022, the evaluation process shall begin no later than June 1, 2022.

4.0 Compensation: Base Salary and Benefits

- As compensation for the services to be performed by Ms. Law pursuant to this Agreement the Board shall pay the Interim President a base salary of \$575,000.00 (five hundred and seventy five thousand dollars and zero cents). No more of this amount than is allowed by Florida Statutes shall be paid from public funds. This amount shall be payable according to the University's executive service category with appropriate deductions for taxes and benefits.
- 4.2 The Interim President's base salary and performance compensation shall be reviewed annually and may be increased, but not decreased, at the discretion of the Board. Such annual salary review will be accomplished in conjunction with the Board's evaluation of job performance, as set forth in Section 3.3 of this Agreement.
- 4.3 The Interim President shall be responsible for any personal income tax liability incurred because of this Agreement or any provision herein.
- 4.4 The Board authorizes all standard executive service benefits for the Interim President, based on the current annual base salary as set forth in Section 4.1 of this Agreement.

5.0 Additional Compensation and Benefits

5.1 Deferred Compensation: within 45 (forty five) days of the Effective Date, The Board authorizes the USF Foundation to contribute to a deferred compensation plan established for the Interim President's benefit equal to 20% (twenty percent) of the Base Salary. This additional compensation shall be treated as deferred

compensation in accordance with and to the extent allowed by applicable tax laws and regulations and shall be payable only as provided in the separate plan document (Plan Document'). The material terms of the Plan Document shall provide for credited deferred compensation to be payable: (1) at the end of the initial contract term; or (2) upon the Interim President's involuntary termination without cause; or (3) the Interim President's death or permanent disability while in office; and that (4) the credited deferred compensation would be entirely forfeit if the Interim President were to voluntarily resign prior to the end of the contract term or in the event the Interim President were terminated for cause. The Interim President is encouraged to consult with independent tax advisers regarding the treatment of any deferred compensation under this Agreement.

5.2 Performance Compensation: The Interim President shall be eligible to receive discretionary annual performance-based compensation. Said performance-based compensation shall be determined and awarded in a lump sum payment by the Board of Trustees in a special or regularly scheduled meeting no later than July 1, 2022. The Interim President's entitlement to said performance-based compensation, if and to the extent awarded by the Board, shall survive the termination of this Agreement. Seventy (70) % of the performance-based compensation shall be awarded by the Board based upon the Interim President's performance with respect to the goals and objectives determined pursuant to the provisions of Section 3.3 of this Agreement. The Board's evaluation shall consider the Governance Committee's evaluation. The remaining percentage of the performance-based compensation shall be within the sole discretion of the Board

Chair. The Board Chair, upon consultation with the Governance Committee Chair, shall also determine the weighting to be accorded to each goal and objective for the purposes of determining the annual performance-based compensation for the Interim President. Said performance-based compensation shall not exceed \$275,000.00 (two hundred and seventy five thousand dollars and zero cents).

6.0 <u>Use of University Facilities</u>

The Board authorizes the Interim President's customary use of University facilities to carry out the duties under this Agreement, including the use of USF facilities for official University functions, meetings with faculty, staff, students, and community leaders, and for official entertainment.

7.0 Automobile Stipend

- 7.1 The University shall provide the Interim President with an annual automobile stipend of \$12,000 (twelve thousand dollars and zero cents) payable in equally monthly installments each calendar year commencing on the Effective Date. The Interim President may select a vehicle that is suitable for the obligations of the position. Ms. Law is responsible for payment of taxes associated with receipt of the automobile stipend that is deemed to be gross income to Ms. Law.
- 7.2 The Board will authorize and provide insurance for the Interim President's automobile in an amount not to be less than current property and casualty insurance package limits to the Interim President. The Interim President and other approved drivers shall be named insureds.

8.0 Professional Dues and Meetings Memberships in Service Organizations

- 8.1 The Board will authorize and provide annually for reasonable expenses incurred by the Interim President to attend University-related events, educational conferences, conventions, courses, seminars, and other similar professional growth activities, including membership in professional organizations.
- 8.2 The Board will authorize and provide the Interim President with membership dues or fees for organizations that would further the interests of the University. These include but are not limited to memberships in the Florida Bar and other legal bar associations.

9.0 Entertainment and Travel

- 9.1 The Board will authorize and provide for reasonable expenses incurred by the Interim President for University-related entertainment and travel, including travel for the Interim President's spouse or partner where attendance of same is in the best interests of the University.
- 9.2 To further enable the Interim President to carry out required duties, the Board shall provide the cost of annual dues and membership fees for mutually agreed to private club memberships that will facilitate the performance of Interim President's duties.
- 9.3 The entertainment and travel expenses described in this section travel shall conform to the laws of the State of Florida, University regulations and policies.

10.0 Housing Stipend

Ms. Law shall receive an annual housing stipend in the amount of \$84,000.00 (eighty four thousand dollars and zero cents) payable in equal biweekly installments for the term of this Agreement and commencing on the Effective Date (i.e., \$7000.00 per month

beginning on August 2, 2021). Ms. Law is responsible for payment of taxes associated with receipt of the housing stipend deemed to be gross income to Ms. Law. The housing stipend shall not be subject to increase during the term of the Agreement.

11.0 Expense Receipts and Documentation

The Interim President agrees to maintain and furnish upon request to the Board Chair or the Chair's designee an accounting of expenses provided for in this Agreement in reasonable detail and given reasonable notice.

12.0 Termination of the Agreement for Cause

Notwithstanding anything in this Agreement to the contrary, the parties agree that the Board may terminate this Agreement at any time for Cause. For purposes of this Agreement, "Cause" shall mean conduct reasonably determined by a majority of the Board of Trustees to be: (a) malfeasance or gross negligence by the Interim President in the performance of assigned duties; or (b) actions or omissions by the Interim President that are undertaken or omitted and are criminal or fraudulent or involve material dishonesty or moral turpitude; or (c) the indictment of the Interim President in a court of law for any felony, or any other crime involving misuse or misappropriation of University resources; or (d) misconduct connected with work; or (e) a material breach of this Agreement that damages the University. In the event this Agreement is terminated for Cause, Ms. Law's employment as Interim President shall cease immediately, and Ms. Law shall not be entitled to any further employment. In addition, Ms. Law shall not be entitled to any further compensation or benefits as Interim President, except as set forth in the University's benefit plans with respect to vested rights and rights after termination of employment.

13.0 <u>Termination of the Agreement Without Cause</u>

Notwithstanding anything herein to the contrary, the parties agree that the Board may terminate this Agreement without cause at any time with 90 day's written notice ("Notice Period"). During the Notice Period, compensation will be paid to the Interim President in accordance with the provisions of Section 15 as authorized by this Agreement. Termination of this Agreement by virtue of the Interim President's permanent disability or death shall not be construed as termination without cause.

14.0 Termination Due to Interim President's Death or Permanent Disability

- 14.1 The Interim President's death or permanent disability prior to the expiration of this Agreement shall terminate this Agreement, subject to the provisions of this Section.
- In the event of Ms. Law's death while serving as the Interim President of the University this Agreement shall terminate on the date of death. The Interim President's estate shall be entitled to receive all benefits that Ms. Law is entitled under the University's various insurance plans, as applicable, base salary and car stipend for 45 (forty five) calendar days from the date of death.
- 14.3 If Ms. Law becomes permanently disabled while serving as Interim President, this Agreement shall terminate on the date of the determination of permanent disability and Ms. Law shall receive all benefits to which Ms. Law is entitled pursuant to the University's disability insurance plans, as applicable. Ms. Law's annual base salary and benefits hereunder shall continue until such time as the long-term disability insurance policy begins to pay Ms. Law benefits according to the applicable policy. For purposes of this Agreement, "Permanent Disability" shall mean the inability of the Interim President to perform the essential functions of the job, including but not

limited to the duties contained in section 1.2, for a period of six (6) months in any one (1) year (12 month) period, with or without "reasonable accommodations" as such term is defined in 42 U.S.C. §12111 (9) as amended and interpreted by courts of competent jurisdiction.

14.4 The Interim President shall prepare a succession plan for Board approval for continuity of operations and organizational stability in the event of the Interim President's permanent or unexpected absence, disability, incapacity, or death.

15.0 Compensation During Notice Period

- 15.1 If the Board terminates this Agreement without cause pursuant to Section 13.0 of this Agreement and Ms. Law continues to serve as Interim President during the Notice Period, the Board shall pay Ms. Law compensation as authorized by Sections 4.0, 5.0, 7.0, and 10.0 of this Agreement for service as Interim President during the Notice Period.
- 15.2 Ms. Law will be entitled to continue applicable health insurance plan(s) and life insurance plan(s) at Ms. Law's sole expense upon separation from employment with the University in accordance with applicable federal law, specifically COBRA. Ms. Law will not be entitled to any other benefits except as otherwise provided or required by applicable law. In no event shall the Board be liable for the loss of any business opportunities or any other benefits or income from any sources that may result from the Board's termination of this Agreement without cause.
- 15.3 If the Interim President accepts full-time employment with an employer other than the University during the Notice Period provided for in Section 13.1, the Board's

financial obligations under this Agreement other than pursuant to Section 15.2 hereof shall cease.

16.0 Resignation by the Interim President

- 16.1 Ms. Law may terminate this Agreement by giving the Board the lesser of: (i) ninety (90) days' notice; or (ii) notice equal to the number of days remaining under the term of this Agreement. Such notice shall be in writing and delivered as provided in this Agreement. By mutual agreement, Ms. Law and the Board may agree to modify the length of the notice period if it is in the best interests of the University.
- 16.2 If Ms. Law exercises this section 16.1, then Ms. Law's employment as Interim President shall cease on the effective date of the resignation. All salary and benefits contained in this Agreement shall also cease on the resignation date except those accrued and vested prior to the resignation date.

17.0 <u>Dispute Resolution</u>

17.1 The Board and Ms. Law agree that if any dispute arises concerning this Agreement that they will first attempt in good faith to resolve the dispute to their mutual satisfaction. If they are unable to do so, the parties agree that any controversy or claim that either party may have against the other arising out of or relating to the construction, application, or enforcement of this Agreement, as well as any controversy or claim based upon the alleged breach of any legal right relating to or arising from Ms. Law's employment and/or termination of employment shall be submitted to non-binding mediation. Within fifteen (15) days after delivery of a written notice of request for mediation from one party to the other, the dispute shall be submitted to a single mediator chosen by the parties in Tampa, Florida. The

costs and fees associated with mediation shall be borne by the University. The parties agree to pay their own attorney's fees and costs. The University and Ms. Law will use their best efforts to keep any disputes and any efforts to resolve disputes confidential, informing only their respective legal counsel and other persons who have a good faith need to know basis to receive the disclosed information and will use their best efforts to ensure that such persons do not further disclose any such information. The Board and Ms. Law agree that no mediator may be a University faculty member or have any material, ongoing relationship with the University.

17.2 If mediation, as described in Section 17.1, is unsuccessful, any controversy between the Board and Ms. Law involving the construction, application or enforcement of this Agreement, as well as any controversy or claim based upon the alleged breach of any legal right relating to or arising from Ms. Law's employment and/or termination of Interim President's employment shall, on the written request of either party served on the other, be submitted to binding arbitration before a single arbitrator from JAMS Panel of Neutrals. JAMS shall provide a list of three arbitrators who are qualified to hear the dispute as determined by the JAMS National Arbitration Committee. Within ten (10) days of receipt thereof, each party shall strike one name from the list, The Interim President shall strike first and notify the Board of such choice and the Board shall strike last. Notwithstanding the foregoing the parties may mutually agree upon a qualified arbitrator or upon a mutually agreed upon neutral to select the arbitrator for them. Ms. Law and the Board stipulate and agree that any arbitration will be held in Tampa, Florida,

pursuant to the Comprehensive Arbitration Rules and Procedures (or any

comparable rules then in existence) (the "Rules"). Pursuant to the Rules, discovery

may include depositions, interrogatories, and document production. In any

controversy between the Board and Ms. Law involving the construction,

application or enforcement of this Agreement, the arbitrator must base his/her

decision upon the written Agreement and he/she shall not have power to modify,

add to or ignore terms of the Agreement. The written decision of the arbitrator shall

be final and binding upon both Parties and may be entered in any court having

jurisdiction thereof. Arbitrator compensation and administrative fees shall be borne

equally by the parties. The Parties agree to pay their own attorney's fees and costs.

17.3 The pendency of any matter under this section shall not operate to impede, preclude,

or delay the Board from taking the action complained of or otherwise exercising its

rights under this Agreement.

18.0 Notice

Unless and until changed by a party giving written notice to the other, the addresses below

shall be the addresses to which all notices required or allowed by this Agreement shall be

sent:

If to the University:

Chair, USF Board of Trustees

4202 East Fowler Avenue, CGS 401

Tampa, Florida 33620

With a copy to:

General Counsel

Office of the General Counsel

4202 E. Fowler Avenue, CGC 301

Tampa, Florida 33620

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If to the Interim President:

Rhea F. Law President's Office University of South Florida, CGS 401 Tampa, FL 33620

With a copy to Interim President's Representative, if applicabile:

Not Applicable

19.0 Entire Agreement; Modification

19.1 This Agreement constitutes the entire understanding of the parties and supersedes all prior or contemporaneous representations or agreements as of the Effective Date, whether written or oral, between the parties. There are no other promises, understandings, obligations, inducements, undertakings, or considerations between the parties or owed by either party to the other that are not set forth in this Agreement or explicitly referenced herein.

19.2 This Agreement cannot be amended, modified, or changed other than by express written agreement by the parties hereto.

20.0 Severability

The terms of this Agreement are severable, meaning that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable to the extent possible.

21.0 Governing Law and Venue

21.1 This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida.

21.2 Venue for any action seeking enforcement of an order pursuant to Section 17.2 of this Agreement shall be in Hillsborough County, Florida.

22.0 <u>Understanding of the Agreement</u>

Both Ms. Law and the Board represent that they have thoroughly read this Agreement, that they have had full opportunity to consult with legal counsel of their choice and that they understand it to be a binding contract, that they understand each provision, term, and condition of this Agreement as well as its legal effect, and that they have signed the Agreement voluntarily and of their own free will with the intention to comply with its terms.

23.0 Public Disclosure of the Agreement

Both parties agree and acknowledge that this Agreement may be subject to the Florida public records law, Chapter 119, or other provisions, and may, therefore, be subject to disclosure by and in the manner provided for by law.

24.0 Waiver

No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.

25.0 Assignability

This Agreement is not assignable, but shall be binding upon the heirs, administrators, personal representatives, successors, and assigns of both parties.

26.0 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

27.0 Insurance and Indemnification

Ms. Law shall be indemnified by the University on the same terms and conditions enjoyed by the Board and University employees operating within the course and scope of their employment. Said coverage shall survive termination as to matters relating to actions while serving as Interim President.

28.0 No Trust Fund

Nothing contained in this Agreement and no action taken pursuant to the provisions of this Agreement shall create or be construed to create a trust of any kind. To the extent that the Interim President acquires a right to receive payments from the University hereunder, such rights shall be no greater than the right of any unsecured, general creditor of the University.

29.0 <u>Miscellaneous</u>

The headings in this Agreement are for convenience only and shall not be used in construing or interpreting this Agreement. The terms "Board," "Board of Trustees" and "University" as used herein, where applicable or appropriate, shall be deemed to include or refer to any duly authorized board, committee, officer, or employee of said entity. Whenever the context requires, the masculine shall include the feminine and neuter, the singular shall include the plural, and conversely.

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SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Interim President and the authorized representative of the 8/2/2021

University of South Florida Board of Trustees have executed this Agreement on this ____day of August, 2021.

UNIVERSITY OF SOUTH FLORIDA

AM

DocuSigned by:

8/2/2021

Will Weatherford

(Date)

Chair, USF Board of Trustees

Approved as to Form and Legal Sufficiency

DocuSigned by:

8/2/2021

Rhea F. Law,

By:

(Date)

Interim President & CEO

Exhibit A

Pursuant to sec. 2.4 of the Interim Presidential Contract, the following outside activities are preapproved by the Board to not present a conflict with the interests of the University and duties of the Interim President. This list was finalized on August 2, 2021. The Parties will review this list on a quarterly basis to confirm that it is current and that no unforeseen conflicts have developed.

Business:

Tampa Electric Company, Board Member, 2017 – Present

Higher Education/Medical/High Tech:

- Lions Eye Institute, Member, Board of Directors
- H. Lee Moffitt Cancer Center and Research Institute, National Board of Advisors, Member 2010 – Present

Public Policy and Economic Development:

- Greater Tampa Chamber of Commerce, Lifetime Ex Officio Board Member as Past Chair.
- Florida Council of 100, Past Chair, Executive Committee and Chair, Economic Competitiveness Committee; Member of Program Committee and Membership Committee 2021 – Present; Subcommittee on Diversity 2019 – Present
- Tampa Bay Economic Development Council, Past Chair (THEDC), Lifetime Executive Committee member

Military:

MacDill AFB Support Council – Former Chair and Member, 2011 - Present