

**Confidential  
Summary  
Employment Agreement  
Head Women's Basketball Coach  
Dawn Staley**

The following is a summary of the essential terms of the Employment Agreement with Head Women's Basketball Coach Dawn Staley.

**1. Contract Term:**

January 17, 2025 – April 15, 2030

**2. Financial Terms:**

<u>Contract Year</u>	<u>Guaranteed Annual Compensation</u>
01/17/25 – 04/15/25	\$4,000,000 (annualized)
04/16/25 – 04/15/26	\$4,250,000
04/16/26 – 04/15/27	\$4,500,000
04/16/27 – 04/15/28	\$4,750,000
04/16/28 – 04/15/29	\$5,000,000
04/16/29 – 04/15/30	\$5,250,000

**3. Signing Bonus:**

\$500,000

**4. Performance Compensation:**

(a) SEC Regular Season Conference Wins. Coach may earn:

Winning 11 or more SEC Regular Season games  
in the 16-game format: \$15,000

(b) SEC Championships. Coach may earn the greater of:

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|-----|--|---------------------|
| (1) | SEC Regular Season Championship:   | \$75,000; <u>or</u> |
| (2) | SEC Tournament Championship:   | \$50,000; <u>or</u> |
| (3) | Both SEC Regular Season Championship<br>and the SEC Tournament Championship: | \$100,000           |

(c) NCAA Post Season Tournament (not the NIT Post-Season Tournament). Coach may earn the greater of:

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|---------------------------------|----------------------|
| (1) NCAA Tournament Appearance: | \$25,000; <u>or</u>  |
| (2) NCAA Tournament's Sweet 16: | \$50,000; <u>or</u>  |
| (3) NCAA Tournament Elite 8:    | \$100,000; <u>or</u> |
| (4) NCAA Tournament Final 4:    | \$250,000; <u>or</u> |
| (5) NCAA National Championship: | \$500,000            |

(d) Coach of the Year. Coach may earn:

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|---|----------------------|
| (1) SEC Coach of the Year (selected by AP or SEC Coaches, or both);   | \$25,000; <u>and</u> |
| (2) National Coach of the Year (selected by AP or Naismith, or both): | \$25,000             |

(e) Top 25 in Final Poll. Coach may earn:

Finishing in Top 25 in the final poll of AP or Coaches Poll, or both:	\$15,000
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**5. Automobile or Monthly Automobile Stipend:**

Use of 2 automobiles or a monthly automobile stipend in an amount determined by the athletics department.

**6. Athletics Tickets:**

- (a) Women's Basketball: Use of an executive suite (16 seats) in the Colonial Life Arena, and 14 additional tickets, for each University regular season home women's basketball game.
- (b) Football: 4 tickets and 2 sideline passes (non-transferrable) to each University regular season home football game.
- (c) Men's Basketball: 6 tickets to each University regular season home men's basketball game.

**7. Termination of Employment Due to Coach's Death, Disability, or For Cause:**

- (a) Employment Agreement terminates automatically upon death of Coach.
- (b) Employment Agreement terminates upon disability in the event of Coach's substantial physical or mental incapacity lasting in excess of 45 consecutive days

which cannot reasonably be accommodated by the University and which interferes with Coach's ability to perform essential functions of her duties and responsibilities.

(c) Coach may be terminated for cause

**8. Termination of Employment By University Without Cause:**

Employment Agreement may be terminated by USC without cause upon 3 days written notice. USC shall pay liquidated damages in an amount equal to Coach's Guaranteed Annual Compensation, pro-rated, for the remaining term of the Agreement as if it naturally expired on April 15, 2030; provided, however, if Coach accepts employment as a basketball coach at another college or university at any time until April 15, 2030, the amount of liquidated damages USC is obligated to pay Coach shall be reduced by the greater of (1) the amount of compensation Coach earns as basketball coach at another college or university through April 15, 2030, or (2) 75% of the annual compensation paid by Coach's new employer to the person immediately preceding Coach who was employed in the same or comparable position for which Coach has been hired, pro-rated, for the number of days equal to the period beginning on the date Coach begins such new employment through April 15, 2030.

**9. Termination of Employment by Coach:**

Employment Agreement may be terminated by Coach upon 3 days written notice. Coach shall pay liquidated damages in an amount equal to Coach's Guaranteed Annual Compensation, pro-rated, for the remaining term of the Agreement as if it naturally expired on April 15, 2030; provided, however, if Coach terminates the Agreement in order to immediately accept employment as a Head Coach or Assistant Coach in the National Basketball Association ("NBA") or the Women's National Basketball Association ("WNBA"), she shall not be obligated to pay USC liquidated damages.