

**MULTIPLE-YEAR
EMPLOYMENT AGREEMENT
FOR HEAD FOOTBALL COACH**

This Multiple-year Employment Agreement ("**Agreement**") is executed by and between the Arizona Board of Regents ("**Board**"), on behalf of the University of Arizona ("**University**") and Kevin Warren Sumlin ("**Coach**"). This Agreement is effective on January 16, 2018 (the "**Effective Date**").

The parties to this Agreement promise and agree as follows:

1. EMPLOYMENT

The University appoints Coach as the Head Coach of its intercollegiate football program ("**Football Program**" or "**Team**"), for the five-year period beginning on the Effective Date and ending on January 15, 2023 (the "**Term**"). Coach accepts this appointment. Coach will report directly to the University's Vice President and Director of Athletics ("**Athletic Director**"), with additional oversight by the President of the University ("**President**"), and Coach will faithfully and diligently perform the duties of this position as further described and in accordance with the terms and conditions contained in this Agreement. Unless expressly otherwise contemplated in this Agreement or expressly approved by the University, Coach will perform services exclusively for the University during the Term.

2. COACH RESPONSIBILITIES

2.1. **Program Duties.** Coach is responsible for all express and inherent responsibilities related to leading, managing, and operating the Football Program, including without limitation the following ("**Program Duties**"):

- (a) plan, supervise, and coordinate all aspects of the Football Program, consistent with the highest level of professionalism, integrity, honesty, and ethical standards;
- (b) coach student-athletes participating in the Football Program ("**Student-Athletes**") in the mechanics and techniques of football, oversee practices and games, and analyze and instruct Student-Athletes in all aspects of their athletic performance;
- (c) make recommendations concerning the employment, discharge, salaries, and bonuses of all personnel assigned to the Football Program ("**Football Staff**"), and supervise and assign duties to Football Staff;
- (d) comply with all University and Athletic Department policies and procedures, the constitution, bylaws, rules and regulations of the Pacific-12 Conference and/or any other league or conference of which the University shall become a member of during the Term ("**Conference**"), the constitution, bylaws, rules and regulations of the National Collegiate Athletic Association ("**NCAA**"),

and any other applicable laws, rules, policies, and procedures, as they may be adopted and/or amended from time-to-time (collectively, all of the foregoing will be referred to as “**Applicable Rules**”); ensure compliance by the Football Staff with the Applicable Rules; and cooperate with other University officials in complying with the Applicable Rules;

- (e) without limiting the generality of the foregoing Section 2.1(d), establish and maintain Head Coach Control over the Football Program as defined by the NCAA, including promoting an atmosphere of compliance with, and actively supervising Football Staff, Student-Athletes and other individuals under his direct or indirect supervision so as to maintain strict compliance with, the constitutions, bylaws, rules and regulations of the NCAA, the Conference, and any other athletics governing body to which the University may be subject;
- (f) conduct himself with professionalism and integrity at all times, both on and off the field;
- (g) promote the general welfare and safety of Student-Athletes, as well as a culture of ethics and integrity throughout the Football Program;
- (h) maintain and promote good conduct among the Student-Athletes and Football Staff, both on and off the field, and enforce disciplinary rules and sanctions fairly and uniformly for all Student-Athletes to encourage academic excellence and integrity, as well as good conduct;
- (i) monitor and encourage Student-Athletes toward academic success and toward achieving goals for graduation and other academic achievements, and cooperate with other University officials toward this goal;
- (j) cooperate and collaborate with other University officials in connection with issues relating to Student-Athletes or the Football Program, and in furthering the University’s goals, objectives, and priorities as they may relate to Student-Athletes and the Football Program;
- (k) oversee and be accountable for administrative duties, including fiscal and budgetary functions, pertaining to the Football Program; and
- (l) perform other duties as may be directed from time-to-time by the President or the Athletic Director.

2.2. **Additional Duties.** In addition to Coach’s Program Duties described in Section 2.1, Coach also will perform for the University’s benefit the following duties (“**Additional Duties**”), which are distinct from his Program Duties:

- (a) Coach will assist with, promote, and participate in promotional activities related to the Football Program, including radio, television, and internet programs or shows sponsored, owned, produced by, or otherwise affiliated with the University, and that directly or indirectly promote the purposes or

further the interests of the University, as reasonably requested by the University.

- (b) Coach will participate as a speaker or otherwise attend events or functions that are sponsored by the University, the University of Arizona Foundation, the University Alumni Association, the Wildcat Club, or other affiliated organizations, or that otherwise benefit the University directly or indirectly, as reasonably requested by the University, and will make community or charitable appearances subject to mutual approval by Coach and University.
- (c) Coach will participate as directed by the University in development, sponsorship, or advertising programming as the University deems beneficial related to the Football Program.
- (d) Coach will comply with University's third party agreements, and execute such agreements with third parties, as reasonably necessary or appropriate for the promotion or other benefit of the Football Program. Unless otherwise provided in such third party agreements, the University will retain all proceeds arising from or related to such agreements.

2.3. **Publicity Rights.** At all times during the Term of this Agreement, Coach will perform whatever acts are necessary to ensure that University has the exclusive right to use Coach's Publicity Rights (as defined below) solely in connection with the promotion of the University, the Football Program, and in connection with any of University's third party sponsorship and/or media agreements. As of the Effective Date, Coach has exclusively licensed to #YESSIR!, LLC any and all common law and/or statutory rights in and to his name, likeness, image, nickname(s), pseudonym(s), assumed name(s), autograph, voice, distinctive appearance, gestures and mannerisms that make him identifiable as the University's head football coach, and other personal references or attributes (the "**Publicity Rights**"). The University and #YESSIR!, LLC will enter into a separate agreement (the "Publicity Rights Agreement") under which #YESSIR!, LLC will grant a license to University in the Publicity Rights subject to the restrictions as may be set forth in the Publicity Rights Agreement. If the Publicity Rights Agreement is terminated prior to the expiration or termination of this Agreement or if the license to the Publicity Rights provided thereunder is no longer effective for any reason, Coach remains obligated to provide University his Publicity Rights, and University remains obligated to provide Coach (or an affiliated entity) with the consideration set forth in the Publicity Rights Agreement, and his or its failure to do so will be considered a material breach by Coach or University, as applicable, of this Agreement. It is further understood and agreed that:

- (a) Any consideration paid to #YESSIR!, LLC for use of the Publicity Rights will not be taken into account for purposes of computing the University's contributions to any pension or employee benefit plan on behalf of Coach. If, however, such consideration is recast as income to Coach by the appropriate local, state, federal, or foreign governmental taxing authorities, then the parties agree that, upon request by Coach, they will amend this Agreement and execute any other documents necessary to recast such consideration as income to Coach prospectively.

- (b) Coach will indemnify and hold the University harmless from and against any tax-related consequences (including without limitation, interest, fines and penalties) to the University caused by University payments made to #YESSIR!, LLC being recast as income to Coach by the appropriate local, state, federal, or foreign governmental taxing authorities.
- (c) Coach hereby unconditionally guarantees timely and complete performance of the Publicity Rights Agreement.
- (d) A material breach of the Publicity Rights Agreement by either #YESSIR!, LLC or University will be considered a material breach of this Agreement by Coach or University, as applicable.

2.4. **Additional Compliance Responsibilities.** In addition to the duties set forth above, Coach will have the following specific obligations related to compliance. Note that the expression of the following duties is not intended as a limitation, and Coach is responsible for compliance with other Applicable Rules even if not specifically described below.

- (a) **NCAA and Conference.** It is expressly understood and agreed by the parties that this Agreement is subject to the constitutions, bylaws, rules, regulations, and procedures promulgated and adopted by the NCAA and the Conference, as they may be amended from time-to-time. Such constitutions, bylaws, rules, regulations and procedures, to the extent applicable, are incorporated in this Agreement by reference and, to the extent inconsistent, will prevail over the terms of this Agreement, except that the provisions of this Agreement will prevail over less strict NCAA or Conference regulations. Coach acknowledges and accepts NCAA and Conference regulations and agrees to be bound by them. Modifications, changes, additions, or deletions to such constitutions, bylaws, rules, regulations, and/or procedures, as applicable, shall automatically apply to this Agreement without requiring a written modification. Coach will promptly report to the Athletic Director a violation, or any suspected violation, of NCAA or Conference constitutions, bylaws, rules, regulations, and/or procedures made by himself, any Football Staff, or other employee or representative of the University's Athletic Department of which the Coach had actual knowledge. Coach acknowledges and agrees that if Coach or the University is found to be in violation of NCAA or Conference constitutions, bylaws, rules or regulations as a result of any act or omission of Coach, Coach will be subject to disciplinary or corrective action as set forth in NCAA and/or Conference enforcement procedures, in addition to and separate from the procedures set forth in this Agreement. Coach will cooperate fully in the NCAA infractions process, including the investigation and adjudication of potential infractions of any Applicable Rule of the NCAA, as well as corresponding processes of the Conference. Full cooperation includes, but is not limited to (i) affirmatively reporting instances of noncompliance to the NCAA or Conference (as applicable) in a timely manner and assisting in developing full information to determine
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whether a possible violation has occurred and the details thereof; (ii) timely participation in interviews and providing complete and truthful responses; (iii) making a full and complete disclosure of relevant information, including timely production of materials or information requested, and in the format requested; (iv) disclosing and providing access to all electronic devices used in any way for business purposes; (v) providing access to all social media, messaging and other applications that are or may be relevant to the investigation; and (vi) preserving the integrity of an investigation and abiding by all applicable confidentiality rules and instructions. This provision shall survive any expiration or termination of this Agreement.

- (b) Outside Income. Subject to the President's (or the President's designated representative's) prior written approval, Coach may enter into agreements with other parties that provide for compensable personal services and/or grants of rights not included within this Agreement or the Publicity Rights Agreement, provided that such agreements and services (i) can be performed within the limits permitted by the Conference, the NCAA, and state law, and (ii) are not inconsistent with any other contract to which the University is a party of which Coach has prior notice. Such services may not interfere with Coach's obligations under this Agreement and must be fully consistent with all rules promulgated by the University or the Board. However, Coach may not enter into agreements with the University of Arizona Foundation or any fundraising organization or sports interest group associated with the University. Services performed by Coach outside of this Agreement are independent of Coach's employment, and the Board will have no responsibility or liability for any claims arising from any such services. Coach may not use any University trademarks, logos, or other identifiers in connection with any outside activities. Coach will obtain advance written approval from the President, which shall not be unreasonably withheld (and, if not explicitly withheld within fifteen(15) business days, shall be deemed to have been granted), for all athletically-related income and benefits from sources outside the University, regardless of whether such compensation is related to the provision of services by Coach, and Coach will provide a written detailed account annually to the President of all sources of outside income and benefits, including but not limited to income from endorsement or consultation contracts with apparel companies or equipment manufacturers, from television and/or radio programs, and/or from ownership, control or management of a foundation, organization or other entity. For purposes of this Section 2.4(b), income or benefits are considered athletically-related if they have an athletics nexus, are related to Coach's reputation or ability, or are provided because Coach is affiliated or employed with the University.
- (c) Board Policies. Coach's employment is subject to Board policies, including Board policies relating to the appointment of head coaches. Coach acknowledges and agrees that Board policy may change from time-to-time and Coach agrees that any change to Board policy will apply to this

Agreement. Coach consents in advance to such change in Board policy and therefore acknowledges and agrees that no such change in Board policy will be a basis for a claim of breach of this Contract against the University. If the policy change materially and adversely affects the duties set forth in Section 2, the compensation as set forth in Section 3.1, the bonuses as set forth in Sections 3.2 and 3.3, or the termination provisions as set forth in Sections 5 and 6, the University will provide written notification to Coach of the policy change, and Coach will have the discretion to request a renegotiation of this Agreement to accommodate the change, and should the parties fail to reach an acceptable agreement following a renegotiation, Coach may terminate the agreement without payment of his buyout as set forth in Section 6.2 herein. For any other policy changes, this Agreement will be deemed automatically amended to incorporate the policy change.

- (d) Title IX. Coach acknowledges and agrees that he is considered a **"Responsible Employee"** under Title IX of the Education Amendments of 1972 (**"Title IX"**). Coach will adhere to all applicable policies, procedures, rules and/or regulations of the University, as in effect from time to time, adopted for purposes of compliance with Title IX, the Violence Against Women Act's amendments to the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, any comparable state law (collectively, **"Title IX Policies"**). As a Responsible Employee, if Coach shall become aware of any fact, occurrence, circumstance or state of affairs that he is obligated to report pursuant to the Title IX Policies, he will immediately and directly report such information to the University's Title IX Coordinator. Neither Coach nor his Football Staff should investigate any such report or try to intervene to resolve the issue. Additionally, Coach agrees that he will fully cooperate and assist the University in any investigation under any Title IX Policy undertaken by, or at the direction of, the University that requires his involvement. Coach also agrees that he will participate in and complete any Title IX trainings mandated by the University.

2.5. Camps. Coach will conduct a football camp in Tucson, Arizona to enhance public support of the Football Program, as mutually separately agreed between Coach and the University. Coach has exclusive right to control and operate football camps or clinics (collectively **"Camps"**) using University facilities during the Term, provided that Coach remains employed by the University as Head Coach. Camps will be subject to facility availability and pursuant to the most favorable University user fees and terms offered to commercial (i.e., non-charitable) users. Coach owns all rights in the Camps, controls their operation, and is responsible for the payment of all expenses and liabilities of the Camps, including but not limited to salaries, supplies, insurance, advertising, and other similar expenses. All revenue and profits from the operation of the Camps, including concessions such as T-shirt sales, will belong to Coach. Coach will not deposit or otherwise commingle any of the revenues generated by Camps in any University owned or controlled accounts. The University will grant Coach a license to use its Athletic Department logo and other football-related logos only in conjunction with the Camps, subject to prior approval by its Office of Trademarks and

Licensing. Coach will operate the Camps in a manner that complies with all Applicable Rules. The Camps will not be operated under a name that implies that they are owned, operated, or otherwise controlled by the University. Coach will obtain and maintain occurrence-based commercial general liability insurance (including abuse and molestation coverage) for the Camps in a form and an amount reasonably designated by the Athletic Director, as well as other coverage as may be required by the terms of the agreement between Coach and the University pursuant to which the Camps are conducted, and such insurance will name the Arizona Board of Regents, on behalf of the University of Arizona, as an additional primary insured. Coach will hold the Board harmless and will indemnify it, on behalf of the University and its officers, employees, agents, and representatives, from and against any and all claims, demands, actions, judgments, liabilities, damages, and losses, arising out of the administration, marketing, or operation of the Camps.

2.6. **Materials and Information.** All materials or articles of information including, without limitation, personnel records, recruiting records, team and instructional information, films, statistics, or any other material or data, including all related intellectual property rights (the "**Materials and Information**") that are either furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment under this Agreement, are and will remain the property of the University. Coach agrees to not challenge or interfere with the University's continued ownership, use, and disposition of the Materials and Information at any time, whether during or after termination of this Agreement. Upon a request by Coach, the University will permit Coach to access certain Materials and Information beyond termination solely for personal use, so long as it does not contain any confidential, proprietary, or otherwise protected information, and does not adversely affect the University's interests. Coach warrants and represents that he will be solely responsible for obtaining any and all third party permissions and consents necessary for his use and disposition of Materials and Information, and nothing in this Agreement will be deemed to constitute a grant by the University, or agreement to grant, any post-termination rights with respect to those portions of the Materials and Information that were furnished to Coach by the University.

3. FINANCIAL COMPENSATION AND BENEFITS

3.1. **Base Salary.** As consideration for Coach's performance of the Program Duties and Additional Duties set forth above, Coach will receive an annual salary as follows ("**Base Salary**"). Coach will not be entitled to any additional generally-applicable percentage salary adjustment that may become available from time-to-time to other full-time University employees. Each year begins on the Effective Date of this Agreement (or the anniversary of the Effective Date, as the case may be), and ends one year after such date (the "**Contract Year**").

Year 1 (January 16, 2018 – January 15, 2019)	\$1,100,000
Year 2 (January 16, 2019 – January 15, 2020)	\$1,100,000
Year 3 (January 16, 2020 – January 15, 2021)	\$2,600,000
Year 4 (January 16, 2021 – January 15, 2022)	\$2,600,000

Year 5 (January 16, 2022 – January 15, 2023) \$2,600,000

3.2. **Bonus for Academic Performance.** Coach may receive additional compensation following completion of a particular academic year for promoting the academic success of University's Student-Athletes as measured by the following Multi-Year Academic Progress Rate ("MYAPR") and Cumulative Grade Point Average ("CGPA") Team achievements, as defined and calculated by University or NCAA rules. "Academic Year" means each respective twelve consecutive-month period beginning each August on the first day of classes at the University. MYAPR and CGPA payments are for the highest ranked achievement in each category and are not cumulative in either category (and there is no rounding):

(a) **MYAPR:**

- \$25,000 if the Team MYAPR meets or exceeds 971; or
- \$50,000 if the Team MYAPR is 1000.

(b) **CGPA**

- \$50,000 if the Team CGPA equals or exceeds 2.60; or
- \$125,000 if the Team CGPA equals or exceeds 2.75; or
- \$175,000 if the Team CGPA equals or exceeds 2.90; or
- \$200,000 if the Team CGPA equals or exceeds 3.00.

If none of the MYAPR or CGPA achievements set forth above is satisfied in a given Academic Year, none of the foregoing academic performance bonuses will be paid to Coach for such year. In no event will Coach receive more than \$250,000 in any given Academic Year for the academic performance achievements listed above. Additional compensation under this Section accrues and is payable only if Coach was employed by the University as Head Coach for the entire Academic Year in which the academic achievements were accomplished. The above amounts will be paid to Coach within 60 days after calculation of CGPA and within 60 days of the NCAA's report on MYAPR.

3.3. **Bonus for Athletic Performance.** Coach may receive additional compensation following completion of a particular athletic year for Team athletic achievements in the following categories. "Athletic Year" means an entire football season, including any post-season period in which the Team participates. Such additional compensation will be payable for a particular Athletic Year only if Coach was employed by the University as Head Coach during the Team's entire Athletic Year for that year.

- (a) **Conference Play.** The University will pay Coach the highest of the following amounts earned in any Athletic Year (only one such bonus may be earned in any Athletic Year): (i) \$100,000 in any Athletic Year in which the Team is the Conference Southern Division Champion and appears in the Conference Championship game; or (ii) \$200,000 in any Athletic Year in which the Team wins the Conference Championship game.

- (b) NCAA Post-Season Participation. The University will pay Coach the highest of the following amounts earned in any Athletic Year (only one such bonus may be earned in any Athletic Year): (i) \$25,000 in any Athletic Year in which the Team participates in a non-major, non-College Football Playoff ("CFP") bowl game; or (ii) \$100,000 in any Athletic Year in which the Team participates in a major (Rose, Sugar, Orange, Cotton, Fiesta, or Peach) non-CFP bowl game, or (iii) \$200,000 for winning such game; or (iv) \$150,000 in any Athletic Year in which the Team participates in a CFP semi-final game; or (v) \$500,000 for appearing in the CFP Championship Game; or (vi) \$1,000,000 for winning such game.
- (c) Final Team Ranking. The University will pay Coach the highest of the following amounts earned in any Athletic Year (only one such bonus may be earned in any Athletic Year): (i) \$25,000 in any Athletic Year which the Team is ranked between 16th and 25th by the Associated Press (AP) through the AP College Poll following the conclusion of that year's CFP Championship Game; or (ii) \$50,000 in any Athletic Year in which the Team is ranked between 11th and 15th in the AP College Poll following the conclusion of that year's CFP Championship Game; or (iii) \$75,000 in any Athletic Year in which the Team is ranked in the top 10 in the AP College Poll following the conclusion of that year's CFP Championship Game.
- (d) Total Regular Season Victories. The University will pay Coach the highest of the following amounts earned in any Athletic Year (only one such bonus may be earned in any Athletic Year): (i) \$125,000 in any Athletic Year in which the Team wins 9 regular season games; or (ii) \$150,000 in any Athletic Year in which the Team wins 10 regular season games; or (iii) \$250,000 in any Athletic Year in which the Team wins 11 regular season games; or (iv) \$350,000 in any Athletic Year in which the Team wins 12 regular season games.
- (e) Coach of the Year. The University will pay Coach: (i) \$50,000 in any Athletic Year in which the Conference names Coach its Coach of the Year; and (ii) \$100,000 in any Athletic Year in which the AP names Coach its National Coach of the Year.

If none of the athletic achievements set forth above is satisfied in a given Athletic Year, none of the foregoing athletic performance bonuses will be paid to Coach for such year. In no event will Coach receive more than \$1,775,000 under this Section 3.3 with respect to any Athletic Year. Any earned athletic performance bonuses will be paid to Coach within 60 days after conclusion of the Athletic Year during which they were earned.

3.4. Benefits. Coach will receive all employee-related benefits that are normally available to other full-time University employees, subject to fulfillment of the eligibility requirements of the applicable plans. Coach also will receive the additional fringe benefits set forth in Exhibit A, which may be modified at the discretion of the Athletic Director. Any such modification of the fringe benefits identified in Exhibit A will become effective on January 16 of

the ensuing Contract Year and only after reasonable notice has been provided to Coach. Any material adverse modification to such additional benefits in Exhibit A shall require the prior written approval of Coach. Coach acknowledges that benefits provided by the University are subject to change from time-to-time by the Arizona Legislature, the Board, or the University.

3.5. **Payment Terms.** The University will pay all amounts under this Agreement consistent with University and state rules and regulations and in accordance with the payroll policies and practices of the University. Whether or not expressly stated in this Agreement, all compensation and any other benefits payable or provided pursuant to this Agreement will be subject to withholding, payroll taxes, and such other deductions as may from time to time be required in accordance with applicable law and University policies generally. Coach will comply with all applicable reporting and record-keeping requirements in regard to compensation, benefits, and reimbursed expenses.

3.6. **Taxes.** Coach assumes full responsibility for all employee-related state, federal, and local income and social security taxes arising out of this Agreement, and arising out of Coach's receipt of any outside income or benefits. Coach also acknowledges and understands that University will apply all applicable IRS laws and regulations regarding his compensation, including without limitation those addressing taxation on uniforms, clothing, and other non-cash benefits.

3.7. **IMG and Nike.** Both Parties acknowledge that Coach or #YESSIR!, LLC will enter into separate agreements directly with the University's exclusive media rights agent (IMG College, LLC or its successor) and with the University's exclusive sideline supplier (Nike, Inc. or its successor). These amounts will not be considered compensation under this Agreement. The payment amount to Coach under each of these separate agreements will be: (1) IMG College, LLC: \$200,000 per Contract Year for each Contract Year hereunder, and (2) Nike, Inc.: \$200,000 per Contract Year for each Contract Year hereunder; provided that these amounts will not be considered compensation under this Agreement. If in any Contract Year, Coach or his designee does not receive actual payments of the amounts set forth above then, within sixty (60) days from the end of the Contract Year, University will arrange to pay Coach the difference between amounts set forth above and the amounts actually received by Coach in that Contract.

3.8. **Assistant Coach Salary Pool.** The University will make available up to \$3,400,000 per fiscal year during the Term toward salaries for assistant coaches for the Football Program for no more than 10 total Full Time Equivalencies (FTEs). The aforementioned amount may be allocated to the assistant coaches as Coach may determine consistent with the procedural and policy guidelines of the University and any contractual obligations to such personnel (such amounts will be used to satisfy salary requirements under, and are not in addition to, amounts owed under any such contractual obligations), subject to approval by the Athletic Director.

3.9. **Non-compete.** For a period of one year after termination of this Agreement without cause by Coach, Coach will not perform services as a football coach (head coach or assistant coach) or football consultant for any other university in the Conference.

4. ADMINISTRATIVE LEAVE OR SUSPENSION

4.1. **Administrative Leave or Suspension.** If the President or the President's designated representative determines that the continued presence of Coach on campus will substantially interfere with the orderly functioning of the University or any of its divisions, or will adversely affect the University's ability to operate consistently with its mission and values, or will interfere with the ability of the University to investigate a matter, then the President or the President's designated representative may place Coach on (i) Administrative Leave with pay, or (ii) Suspension with pay. In so doing, the President or the President's designated representative may direct that Coach absent himself from all University owned or operated facilities, and may direct Coach to suspend performance of all or any portion of his duties or activities. Placement on Administrative Leave with pay is not considered a disciplinary action. In placing Coach on Administrative Leave with pay, the University may provide Coach with written notice of the basis for the leave and an opportunity to respond either before the commencement of the leave or within ten (10) days after the commencement of the leave. Suspension with pay, however, does constitute disciplinary action. Before placing Coach on Suspension with pay, the University will promptly communicate in writing with Coach about the basis for the Suspension with pay, and will provide Coach an opportunity to respond to such notice.

5. TERMINATION BY UNIVERSITY FOR CAUSE

5.1. **Termination for Cause.** The University may terminate Coach for Cause. Cause includes the following, as determined in the reasonable and good faith judgment of the University:

- (a) Demonstrated fraud or dishonesty;
- (b) Substantial neglect of Program Duties, Peripheral Duties, and any other assigned duties or obligations, including, without limitation, Coach's supervision of assistant coaches and other Football Staff, or Coach's failure to improve his conduct after attempted correction by the University;
- (c) Personal conduct that substantially impairs Coach's fulfillment of Program Duties, Additional Duties, or any other duties or obligations hereunder;
- (d) Conduct by Coach, including, without limitation, unethical or immoral conduct, that materially and adversely affects the reputation of the University or the University's Athletics Department;
- (e) Substantial physical or mental incapacity to perform Program Duties or Additional Duties, giving due consideration to the nature and duration of the incapacity;
- (f) Conviction of, or a plea of no contest to, a criminal act that constitutes a felony, or a misdemeanor involving moral turpitude;
- (g) Any violation of the compliance responsibilities set forth in Section 2.4, and any material violation of any other provision in this Agreement, any non-mutually agreed upon termination by #YESSIR!, LLC of the Publicity Rights Agreement between the parties, or any material violation of applicable University or Board policy;

- (h) Engaging in unreasonable conduct in willful disregard or deliberate indifference to the welfare and safety of the University's Student-Athletes, including failure to adhere to the NCAA principle of student-athlete well-being;
- (i) Failure of Coach to fully and promptly cooperate with the University, the NCAA, or the Conference in any investigation of possible violations of an NCAA, Conference, or University constitution, bylaw, policy, procedure, rule and/or regulation; or
- (j) (1) Any act or omission, whether occurring prior to or during the Term, that the University reasonably determines constitutes a violation of an NCAA or Conference constitution, bylaw, rule or regulation by or permitted by Coach, or

(2) Any act or omission, whether occurring prior to or during the Term, that the University reasonably determines constitutes a violation of an NCAA or Conference constitution, bylaw, rule or regulation by personnel Coach is responsible for supervising (directly or indirectly) which he knows or should have known about and does not immediately report as required by this Agreement, or

(3) Any act or omission, whether occurring prior to or during the Term, that the University reasonably determines constitutes a violation of an NCAA or Conference constitution, bylaw, rule or regulation by any other person which he knows about and does not immediately report as required by this Agreement, or

(4) Any act or omission, whether occurring prior to or during the Term, that the University reasonably determines constitutes a violation of an NCAA or Conference constitution, bylaw, rule or regulation for which he is otherwise responsible under the applicable standards (including but not limited to responsibility by virtue of a failure to promote an atmosphere of compliance or to monitor personnel who report, directly or indirectly, to him), provided, however, that in order for any of the foregoing (1)-(4) to constitute Cause, the violation must be one which is regarded as a serious violation, such as a Level 1 or Level 2 violation (*e.g.*, repeated or intentional violations, or any violation(s) that the University determines would commonly result in sanctions such as probation, vacation of athletic contest results, loss of scholarships, prohibition against conference or championship or telecast appearances, restrictions on a coach's right to engage in recruiting-related activities, etc.). For purposes of this Section 5.1(j), the decision as to whether a violation has been committed, and/or whether a violation is a serious violation, rests solely with the University (subject to Coach's rights under Section 5.2). However, if Coach is terminated for Cause under this Section 5.1(j) and the NCAA or Conference (as applicable) renders a final determination establishing facts indicating that Cause as defined in this Section 5.1(j) does not exist, provided there are no other facts or

circumstances justifying a termination for Cause, the termination will be treated as a termination without cause under Section 6.1 below and the provisions of Section 6.1 will apply and will be Coach's sole remedy for any cause of action based on this Agreement;

5.2. **Process for Termination for Cause.**

- (a) **Notice.** The University President or Athletic Director, or their designated representative, will provide Coach with written notice of the University's intention to terminate Coach for Cause. The notice will state the specific grounds and particular facts upon which the proposed action is based and may include written reports or documents supporting the proposed action.
- (b) **Appeal.** Coach may appeal this decision by submitting a written appeal to the University's Vice President for Human Resources within seven (7) days following the date the University provides the notice of termination for Cause to Coach. The appeal must state the issue(s) in dispute, the facts in support of Coach's position, and the remedy requested. Upon receipt of the appeal, the Vice President for Human Resources will appoint an independent third party Review Officer to conduct a hearing to review the matter. The Vice President for Human Resources may serve as a technical advisor to the Review Officer. The parties to the hearing will be the Athletic Director and Coach, and the parties may be accompanied by an attorney or other representative. The Review Officer will set a date for the hearing no earlier than twenty (20) days from the date the Review Officer issues notice of the hearing to the parties. The hearing will be conducted pursuant to the provisions of Chapter 6, Article 6 of the Arizona Administrative Procedures statutes, A.R.S. § 41-1061 *et seq.* Within ten (10) days of the hearing's conclusion, the Review Officer will submit a written report to the President. The report to the President will include but is not limited to a brief summary of the dispute, as well as the Review Officer's findings, conclusions, and recommendations.
- (c) **Review by the President.** The President will consider the Review Officer's written report and will render a final decision ("**Decision**") in writing as soon as reasonably possible following receipt of the written report. Copies of the Decision will be sent to Coach, the Athletic Director, the Review Officer, and the Vice President for Human Resources. The President may endorse, modify, or reject the findings, conclusions, and/or recommendations of the Review Officer. The President may instruct the Review Officer to conduct further inquiries on certain facts or issues before rendering a decision. The Decision of the President is final and not subject to further administrative review; it concludes the appeal process and will serve as a directive for any action necessary to effectuate compliance with the Decision.

5.3. **Effect of Termination for Cause.** In the event of a termination under this Section 5, the University's sole obligation to Coach will be payment of his Base Salary, as set forth in Section 3.1, that is accrued up to the date of termination, and any additional amounts

contemplated under Section 3.2 and Section 3.3 to the extent actually earned by Coach as of the date of termination and to the extent Coach has met the criteria regarding staying through the Academic Year/Athletic Season, as set forth in those Sections.

5.4. **Additional Obligation for Certain Terminations.** If this Agreement is terminated under this Section 5 because of violations of Applicable Rules, Coach will forfeit, or refund to the University upon demand if already paid, any bonuses for athletic performance under Section 3.1 that are nullified, forfeited, or otherwise vacated as a consequence of such violations(s). In addition, Coach will pay to the University the sum of \$100,000 as liquidated damages (and not as a penalty) in lieu of any and all other legal remedies or equitable relief within sixty (60) days after the decision to nullify, forfeit, or vacate the participation, ranking, victories or honor(s) become final. The parties have bargained for this liquidated damages provision, giving due consideration to the fact that this is a contract for personal services. The parties recognize that violations of Applicable Rules giving rise to a termination of this Agreement may cause the University to lose substantial ticket and broadcast revenues, cause harm to the reputation of the University and its athletic program, and may otherwise result in damage to the University that would be difficult to determine with certainty. Accordingly, the parties agree to this liquidated damages provision, and the University hereby waives any and all other rights and remedies at law or equity relating to the nullification, forfeiture, or vacation of the applicable participation, ranking, victories or honor(s) resulting from a violation of Applicable Rules and the corresponding termination hereof for Cause.

6. TERMINATION BY EITHER PARTY WITHOUT CAUSE

6.1. **By University.** The University may terminate this Agreement without Cause, for any reason or no reason, subject to payment by University to Coach of the lesser of: (a) the full amount of the Base Salary that would have been owed for the remainder of the Term after the effective date of termination, plus an amount equal to \$900,000 per Contract Year then remaining in the Term (prorated for the Contract Year in which the effective date of termination occurs by multiplying \$900,000 by a fraction, the numerator of which is the number of days remaining in such Contract Year as of the effective date of termination and the denominator of which is 365); or (b) the following amounts based upon the Contract Year in which the termination occurs, as set forth below:

Year 1 (January 16, 2018 – January 15, 2019)	\$10,000,000
Year 2 (January 16, 2019 – January 15, 2020)	\$10,000,000
Year 3 (January 16, 2020 – January 15, 2021)	\$7,500,000
Year 4 (January 16, 2021 – January 15, 2022)	\$5,000,000
Year 5 (January 16, 2022 – January 15, 2023)	\$3,500,000

The University will pay Coach 50% of the required lesser amount within thirty (30) days of Coach's termination of employment with University, and the remaining amount will be owed and paid upon the conclusion of what would have been the end of the Term had termination not

occurred. Payments are in lieu of all other remedies available at law, by contract, or in equity. Notwithstanding the preceding sentence, with respect to any portion of the aforementioned amounts that is payable in a calendar year after the calendar year in which the effective date of termination occurs ("Future Severance Pay"), a portion of the Future Severance Pay will be accelerated in an amount equal to the federal and state income tax withholdings that would have been remitted by the University if there had been a payment of wages equal to the income includible by Coach under Section 457(f) of the Internal Revenue Code (the "Code") as of the effective date of termination (Future Severance Pay otherwise payable to Coach will be offset by any such Future Severance Pay accelerated) and such portion will be paid by the end of the calendar year in which the effective date of termination occurs. The acceleration described in the preceding sentence is intended to comply with the requirements of Section 1.409A-3(j)(4)(iv) of the Code regulations (as it may be amended from time to time), and will be administered and construed in whatever manner is necessary to ensure such compliance.

Notwithstanding the above, if Coach is employed by another university, college, or professional team as a head coach, assistant coach, analyst, scout, or similar title, or if Coach is employed as an announcer, analyst, or similar position for any television programming after termination under this Section 6.1 but before what would have been the end of the Term had termination not occurred, then the amounts paid by the University will be reduced by the amounts paid to Coach by such third party during such period.

6.2. **By Coach.** Coach may terminate this Agreement without cause, for any reason or no reason, subject to Coach's payment to the University the following amounts, as liquidated damages and not as a penalty, based upon the Contract Year in which the termination occurs, as set forth below:

Year 1 (January 16, 2018 – January 15, 2019)	\$10,000,000
Year 2 (January 16, 2019 – January 15, 2020)	\$10,000,000
Year 3 (January 16, 2020 – January 15, 2021)	\$5,000,000
Year 4 (January 16, 2021 – January 15, 2022)	\$3,000,000
Year 5 (January 16, 2022 – January 15, 2023)	\$1,000,000

Payments are in lieu of all other remedies available at law, by contract, or in equity. The parties recognize that termination without cause by Coach may cause the University to lose substantial ticket and broadcast revenues, cause harm to the reputation of the University and its athletic program, and may otherwise result in damage to the University that would be difficult to determine with certainty. Accordingly, the parties agree to this liquidated damages provision, and the University hereby waives any and all other rights and remedies at law or in equity relating to such termination without cause.

6.3. **Upon Death.** Notwithstanding any other provisions of this Agreement, this Agreement shall terminate automatically upon the death of Coach. In the event of such termination, the University's sole obligation will be to pay Coach's Base Salary, as set forth in Section 3.1, that is accrued up to the date of termination, and any additional amounts contemplated under Section 3.2 and Section 3.3 to the extent actually earned by Coach as of the date of termination and to the extent Coach has met the criteria regarding staying through the

Academic Year/Athletic Season, as set forth in those Sections.

7. GENERAL PROVISIONS

7.1. **Prior Agreements.** Coach affirms and represents that he is under no obligations to any current or former employer or other third party, or pursuant to any applicable statute or regulation, which are in any way inconsistent with, which impose any restriction upon, or which require any payment by or on behalf of Coach in view of, his employment by the University or his undertakings under this Agreement, or that prevent him from complying with any other agreement that the University has with a third party, including but not limited to Nike, Inc.

7.2. **Disclosure Concerning Prior Violations.** Coach represents that he has disclosed to the University any and all information concerning previous violations of Applicable Rules, or facts, occurrences, circumstances or states of affairs that could reasonably be expected to give rise to such violations, committed by Coach or any individual under Coach's direct or indirect supervision at any other NCAA member institution prior to the Effective Date. Coach acknowledges that the University is relying on Coach's representation set forth in this Section 7.2, that this representation is a material inducement for the University to enter into this Agreement, and that a material breach of this representation will constitute a material breach of this Agreement. Based on the information currently available to it, University represents to Coach that it has not received notice of a pending NCAA investigation involving a NCAA Level 1 or 2 violation with its Football Program.

7.3. **Construction.** Notwithstanding any provisions in this Agreement to the contrary: (a) this Agreement is intended to comply with Section 409A of the Code and the regulations and interpretive guidance thereunder ("409A Requirements"), to the extent the Agreement is subject to the 409A Requirements and is not otherwise exempt under one of the applicable exemptions to the 409A Requirements; (b) it is intended that any exercise of authority or discretion by the University or Coach under this Agreement will comply with the provisions of the 409A Requirements so as not to subject Coach to the payment of any interest or tax penalty which may be imposed under the 409A Requirements; (c) to the extent this Agreement provides for a payment to be made or a benefit to be provided upon a termination of employment, and to the extent such payment or benefit is subject to the 409A Requirements, the meaning of "termination of employment" for purposes of that payment or benefit will mean a "separation from service" as defined in the 409A Requirements; and (d) this Agreement will be interpreted and applied in all circumstances in a manner that is consistent with the intent of the parties that amounts earned and payable pursuant to this Agreement will not be subject to the premature income recognition or adverse tax provisions of the 409A Requirements.

7.4. **Notification of Other Employment.** Coach will provide the Athletic Director with at least 48 hours advance notice before accepting employment as a head football coach or assistant football coach at another institution of higher education or with a professional football team. Coach agrees that under no circumstance will he or his spouse, partner, agents, representatives or advisors reveal the acceptance of such employment to anyone other than his spouse, partner, agents, representatives or advisors for a period of 48 hours following notification to the Athletic Director.

7.5. **Availability of Funds.** Compensation for each Contract Year beyond the then-current fiscal year is expressly made contingent upon the availability of funds.

7.6. **Governing Law and Venue.** This Agreement is made under and shall be interpreted according to the laws of the State of Arizona, and both parties consent to the jurisdiction of the state courts located in Tucson, Arizona. The parties acknowledge that they may be required to submit to judicial arbitration in accordance with applicable law.

7.7. **Unenforceability.** Any rule to the effect that an agreement will be construed against the drafting party will have no application to this Agreement. If any provision of this Agreement or the application of any provision of this Agreement is held invalid or unenforceable, the remaining provisions and their application will not be affected and will continue to be fully effective and enforceable.

7.8. **Conflict of Interest.** This Agreement is subject to the provisions of A.R.S. § 38-511, and the Governor of Arizona may cancel this Agreement if any person significantly involved in negotiating, drafting, securing, or obtaining this Agreement for or on behalf of the Board, becomes an employee in any capacity of Coach or a consultant to Coach with reference to the subject matter of this Agreement while it or any extension of it is in effect.

7.9. **Entire Agreement.** This Agreement constitutes the full and complete agreement of the parties. No prior or subsequent written or oral understandings or representations pertaining to the subject matter of this Agreement will be relied upon or binding upon the parties unless contained in this Agreement or set forth in the form of written amendments(s) to this Agreement, executed by both parties and approved by the Board before becoming effective. Notwithstanding this, the University may revise this Agreement, retroactively if required, if found necessary, in the reasonable, good faith opinion of the University, for the University to comply with Applicable Rules.

7.10. **Disclaimer.** The University shall not be liable to Coach for any lost collateral business opportunities or other benefits associated with Coach's position or termination thereof, including but not limited to opportunities provided under this Agreement.

7.11. **Notices.** Any notice or other communication required under this Agreement to be given by one party to the other will be in writing and mailed, registered or certified, postage prepaid with return receipt requested. For notices to Coach, the University will use the address provided by Coach to the University. For notices to the University, Coach will use the following:

To University: Director of Intercollegiate Athletics
 UNIVERSITY OF ARIZONA
 McKale Memorial Center, Rm. 233
 P.O. Box 210096
 Tucson, Arizona 85721-0096

With a copy to: Laura Todd Johnson
 Senior Vice President and General Counsel

EXHIBIT A
ADDITIONAL BENEFITS

MULTIPLE-YEAR EMPLOYMENT AGREEMENT FOR HEAD FOOTBALL COACH
between ARIZONA BOARD OF REGENTS and Kevin Sumlin.

- Use of one courtesy vehicle reasonably approved by Coach. The arrangements for acquiring and replacing the vehicle from time to time shall be approved by the Athletic Director. For purposes of accurately calculating and reporting the value of his use of the vehicle as gross income to him with respect to federal and state income taxation, Coach agrees to observe the same record keeping requirements established by the University for business and personal use of its motor vehicles by other employees. In connection with the automobile provided to Coach, the University will also provide casualty and liability coverage (whether through an insurer, self insurance, or a combination of them) in amounts consistent with its regular practices and policies. However, Coach will be responsible for all repairs, maintenance and operating expenses with respect to the automobile (other than expenses which may be reimbursable pursuant to applicable University policy), for any insurance which he may desire other than or in addition to any insurance provided by the University, and for fines for moving or parking violations incurred in the course of his use of the vehicle.
- Athletic Tickets/Events Tickets for personal use as follows:
 - 8 Football Season Tickets
 - 4 Men's Basketball Season Tickets
 - 4 Wildcat Sports Passes
 - 15 Persons to any Bowl game, including admission ticket(s), University designated hotel, and air travel on University chartered or commercial flights departing from and returning to Tucson. Spouses/partners and legal dependents (under the age of 23) of football coaching staff families must come out of this allotment, with the balance of these invites to be used at Coach's discretion subject to the Athletic Director's approval as to person(s), event(s), and vendor(s). Lodging expenses for any additional rooms will be at the expense of the guest.

All use of the above-referenced tickets and passes will be subject to Applicable Rules. Coach will maintain a log of the names of individuals who have received all such tickets and passes, and will provide the log to the Athletic Director or his/her designee upon request.

- One country club membership to La Paloma Country Club. All applicable initiation fees plus annual dues and unsatisfied minimum spending obligations (e.g. food and beverage), if any, are to be paid by the University. All entertainment expenses incurred at such club which are properly chargeable to the University in accordance with University policy will be paid by the University. Other expenses incurred at such club are the sole responsibility of Coach.
- 45 hours' use of noncommercial jet aircraft annually for recruiting and other authorized activities related to the Football Program.
- Seats (for both travel and for games) for Coach's immediate family (defined as his spouse and dependents under age 23) for in-season road trips for which charter airfare has been secured.


Initialed:

KS
Per

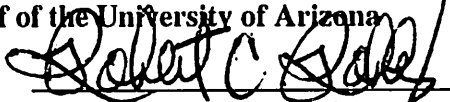
Office of the General Counsel
Administration Building, Room 103
P.O. Box 210066
Tucson, AZ 85721-0066

IN WITNESS WHEREOF, each of the parties to this Agreement, by its duly authorized representative, has executed this Agreement as of the following dates.

COACH: Kevin Warren Sumlin

By: 
Name: Kevin Warren Sumlin
Title: Head Football Coach
Date: 11-5-18

**UNIVERSITY: Arizona Board of Regents, on
behalf of the University of Arizona**

By: 
Name: Robert C. Rabin
Title: PRESIDENT
Date: 11/8/2018