

HEAD COACH OF FOOTBALL

PERSONNEL POLICIES FOR STAFF MEMBERS

Amended and Restated Head Coach Employment Contract

This Amended and Restated Employment Contract (“Contract”), effective on the ultimate date set forth in the signature blocks hereto, by and between The Regents of the University of California, on behalf of the University of California, Berkeley campus (hereinafter “University”) and **Justin Wilcox** (hereinafter “Coach”) pursuant to Personnel Policies for Staff Members (hereinafter “PPSM”) Policy 3 (Contract Position). This Contract and the Contract Addendum set forth the terms and conditions of Coach’s employment with University and certain terms governing the University’s use of certain services, publicity rights, and intellectual property provided by Coach for the benefit of University. This Contract supersedes and replaces all previous contracts or other agreements between the parties. The Contract Addendum is fully incorporated by reference into this Contract. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. **EMPLOYMENT.** University hereby employs Coach as Head Coach of **Football** and Coach hereby accepts said employment, under the terms and conditions hereinafter set forth.

2. **PERFORMANCE OF DUTIES.** Coach agrees to faithfully and diligently devote substantially full time to the performance of the duties in said position, including those duties set forth in Paragraph 7 and any additional duties or the reassignment of duties as required by the Director of Intercollegiate Athletics or the Sport Supervisor (including cooperating with any third parties with whom University has contractual commitments). Coach agrees that Coach will not engage directly or indirectly in any activity that would materially detract from his ability to perform Coach’s obligations hereunder. Without limiting the foregoing, Coach shall perform the following duties and have the following responsibilities:
 - (a) Coach is responsible for the athletic performance of **Football** team – based on outcome targets agreed upon with Director of Intercollegiate Athletics or Sport Supervisor each year. Scheduling of opponents shall be done in consultation with the Director of Intercollegiate Athletics, who shall have final approval over the schedule.
 - (b) With advance approval from and in cooperation with the University, hiring, managing, and if necessary, terminating the Football assistant coaches necessary and appropriate to assist Coach in meeting his responsibilities hereunder. All such employment actions shall be taken in accordance with University policies and practices.
 - (c) Supervise personnel, including assistant coaches, operational staff, and others, as assigned by the Athletic Director or Sport Supervisor, providing orientation and training as appropriate.
 - (d) Performance Review
 - i. Successfully complete post-season performance review with Director of Intercollegiate Athletics and Sport Supervisor.
 - ii. Complete annual formal written performance reviews for all direct reports.

- (e) Regular attendance and participation at coaches meetings and departmental specific meetings.
- (f) Conduct the **Football** team with integrity and manage the **Football** team within the confines of established budget, standards and reasonable expectations of the University. Adhere to University policies regarding fiscal responsibility.
- (g) Build relationships with external stakeholders (donors, sponsors, patrons), fulfill all required fundraising activity, and actively participate with Development staff and others to create a development community and support for the Department and the **Football** program.
- (h) Comply with and support compliance with NCAA, **Pac-12**, and University legislation and policies, including (a) conducting himself/herself and **Football** in conformance with the Constitution, bylaws, legislation and regulations of the NCAA, as such may be amended from time to time; (b) promptly advising the Sport Supervisor, Director of Intercollegiate Athletics, or Faculty Athletic Representative if Coach has reason to believe that violations have occurred or will occur; and (c) promoting an atmosphere of compliance with and supervising and maintaining responsibility for Coach's staff and **Football** student-athletes to ensure compliance with the Constitution, bylaws, legislation, and regulations of the NCAA, as such may be amended from time to time.
- (i) **NCAA Infractions.** As required by the NCAA Bylaws, and notwithstanding any other provision of this Agreement, the parties hereby stipulate that:
 - i. As set forth in NCAA Bylaw 11.2.1(a) and 19.2.3, Coach has an affirmative obligation to cooperate fully in the 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 cooperation with any internal University investigation, but also cooperation with NCAA enforcement staff, the NCAA Committee on Infractions, and the Infractions Appeals Committee (collectively "NCAA Enforcement Staff") in order to further the objectives of the NCAA and its infractions program.
 - ii. As set forth in NCAA Bylaw 11.2.1(b), if Coach is found to be in violation of any rule or regulation of the NCAA, Coach shall be subject to disciplinary or corrective actions as set forth in the provisions of the NCAA enforcement procedures. Coach agrees that the University shall implement any such disciplinary or corrective actions imposed by the NCAA.
 - iii. As set forth in NCAA Bylaw 19.2.3, "full cooperation" includes, but is not limited to:
 - (a) Affirmatively reporting instances of noncompliance to the NCAA via standard University process (e.g. reporting to Athletic Director or Compliance Office) in a timely manner and assisting in developing full information to determine whether a possible violation has occurred and the details thereof;
 - (b) Timely participation in interviews and providing complete and truthful responses;
 - (c) Making a full and complete disclosure of relevant information, including timely production of materials or information requested, and in the format requested;

- (d) Disclosing and providing access to all electronic devices used in any way for business purposes;
- (e) Providing access to all social media, messaging and other applications that are or may be relevant to the investigation; and
- (f) Preserving the integrity of an investigation and abiding by all applicable confidentiality rules and instructions.
- (j) Demonstrate consistent support for student services and community programs.
- (k) Follow the University's standards and best practices for recruiting, including:
 - i. Recruit student-athletes who meet the University's and Athletic Department's academic and athletic standards and can represent the University with the highest character and integrity.
 - ii. Develop and implement a clear structure and rationale to the recruiting process.
 - iii. Demonstrate due diligence in the recruitment process and compliance with applicable recruiting policies and regulations.
- (l) Follow the University's standards related to the eligibility of prospective and current student athletes and be otherwise responsible for academic performance of **Football** team based on academic goals for the team agreed upon with Director of Intercollegiate Athletics or Sport Supervisor.

3. **DURATION.** This appointment is for a definite term as set forth in the Contract Addendum, as extended or earlier terminated in accordance with this Contract ("Term"). Except as set forth herein, the appointment shall terminate automatically on the termination date unless terminated earlier pursuant to the terms of this Contract. Should this Contract be extended, it shall terminate automatically upon the expiration date of the extension. In addition, this appointment or any extension thereof may be terminated in accordance with Paragraphs 9, 10, 11, 12, or 13 of this Contract.
4. **WAIVER OF PROCEDURAL RIGHTS.** Coach understands and agrees that if this Contract is terminated under Paragraphs 9-13, Coach is waiving Coach's rights to any process Coach might otherwise be due, including a Skelly hearing, a post-deprivation hearing and/or a liberty interest hearing. Coach attests that Coach is voluntarily waiving Coach's rights to such processes in exchange for the bargained for consideration in Paragraph 5 of this Contract and the Contract Addendum.
5. **COMPENSATION AND BENEFITS.** The Head Coach of **Football** position is assigned to title code 0332, which is in the Managers and Senior Professionals group in the PPSM Program (or equivalent title based upon the personnel program provisions in effect at the time).

(a) COMPENSATION AND HOURS OF WORK

The annual base salary and other, additional compensation for this position shall be as set forth in the Contract Addendum and the base salary and talent fee shall be payable in substantially equal monthly installments during the Term. Payments of the annual base salary and all other compensation shall be in accordance with the payroll policies of the University and subject to such deductions as may be required by applicable laws and regulations, or as authorized by Coach. Changes in compensation shall be only by written contract revision signed by both parties, or by University pursuant to Paragraph 9 of this Contract.

Coach understands and agrees that, should other non-represented University employees be subject to a pay cut, reduction in time, furlough, or any other type of reduction in compensation, or any combination of them as a result of the University President's declaration of fiscal emergency, Coach may be subject to the same pay cut, reduction in time, furlough or any other type of reduction in compensation, or any combination of them under the same terms and for the same period, provided that no such reduction will exceed five percent (5%) of compensation. Any such pay cut, reduction in time, furlough, or any other type of reduction in compensation, or any combination of them shall automatically become a term of this Contract without any further action by either party.

(b) VACATION

Coach will not be required to report paid time off or vacation leave during the Term, provided Coach has received advance written approval from the Sport Supervisor. Accordingly, Coach shall not accrue vacation leave during the Term.

(c) SICK LEAVE

Coach shall be entitled to sick leave for absence due to illness as set forth in Paragraph 6 and the Contract Addendum Paragraph 4. In addition, the Director of Intercollegiate Athletics may grant leave to Coach with or without pay for other reasons, including illness.

(d) HEALTH & WELFARE BENEFITS

Coach shall participate in health and welfare benefits subject to the eligibility requirements of the University Benefit Program Group Insurance Regulations. Coach shall participate in the University Retirement Plan subject to the Standing Orders of the Regents of the University governing retirement and the terms of the UCRP. Should any Group Insurance Regulation or Standing Order of the Regents change during the Term, Coach's coverage shall be changed accordingly.

6. **APPLICATION OF PERSONNEL POLICIES FOR STAFF MEMBERS AND OTHER POLICIES OF GENERAL APPLICATION TO UNIVERSITY EMPLOYEES.**

The PPSM Personnel Policies listed below and annexed hereto are incorporated into this Contract:

PPSM Policy 1	General Provisions
PPSM Policy 2.210	
III.A	General Leave Provisions
III.C	Sick Leaves
III.D	Leaves Related to Life Events
III.H	Holidays
PPSM Policy 3	Contract Position (definition only)
PPSM Policy 12	Nondiscrimination in Employment
PPSM Policy 63	Investigatory Leave
PPSM Policy 70	Complaint Resolution (Section III.A.3 only)
PPSM Policy 80	Staff Personnel Records
PPSM Policy 82	Conflict of Interest

With regard to PPSM Policy 2.210.III.C.3 (Parental Bonding Leave), Coach may use up to 40 days of paid leave, which shall be used after Coach first has used 20 sick days. If Coach does not have 20 days of sick leave, leave without pay shall be used during the first 20 days. In addition, with written approval of the Sport Supervisor, some or all remaining eligible sick leave may be used after the 40 day paid leave has been exhausted.

No other PPSM Personnel Policies shall apply. PPSM Personnel Policies may change from time to time. Any changes to policies referenced above shall be applicable to Coach and shall be incorporated into this Contract. General policies and regulations that are applicable to all University employees shall be applicable to Coach. This specifically includes the following:

- Business and Finance Bulletin G-39, Conflict Of Interest Policy And Compendium Of Specialized University Policies, Guidelines, And Regulations Related To Conflict Of Interest;
- University of California Conflict Of Interest Code;
- University Of California Policy On Reporting And Investigating Allegations Of Suspected Improper Governmental Activities (Whistleblower Policy);
- University Of California Policy For Protection Of Whistleblowers From Retaliation And Guidelines For Reviewing Retaliation Complaints (Whistleblower Protection Policy);
- University of California Policy on Sexual Violence and Sexual Harassment
- Workplace Bullying Prevention Policy
- Policies Applying To the Disclosure of Information from Student and Staff Personnel Records.

7. **CONDUCT AND PERFORMANCE OF COACH.** In the performance of Coach's duties, Coach shall be directly responsible to and under the supervision of the University's Director of Intercollegiate Athletics or the Sport Supervisor. The parties agree that, although this Contract is sports-related, the primary purpose of the University and its intercollegiate athletics program is educative. Thus, the educative purposes of the University shall have priority in the various provisions of this Contract. Coach's conduct shall at all times be in a manner consistent with Coach's position as an instructor of students. Coach shall make no public appearance, either in person or by means of radio, television, or other medium or otherwise knowingly allow the use of Coach's name in connection with Coach's relationship to the University when any such appearance or use of Coach's name may result in an unfavorable reflection upon the University in a material way.
8. **ATHLETICALLY RELATED INCOME AND/OR BENEFITS.** During the Term, the University shall have the right, in its reasonable and good faith discretion, to use Coach's name, image, and likeness in connection with promotion of the University, promotion of the University's intercollegiate athletics program and promotion of the football program (i.e. ticket sales, merchandise, media footage, etc.). In addition, Coach hereby grants permission to the University for its use of Coach's name, image and likeness during the Term of this Contract in connection with the University's endorsement contracts (i.e. endorsement agreements, corporate partnership, conference agreements, etc.) and the right to sublicense these rights during the Term in perpetuity to third parties pursuant to media and other contracts between the University and such third parties; provided however, that the University will not associate Coach's name, image and likeness with any person, thing or activity that is reasonably foreseeable to result in an unfavorable reflection upon Coach in a material way, without Coach's prior written consent. Except as otherwise provided in this Section, the University shall not use Coach's name, image, and likeness for any other purpose.

Subject to the University's prior written consent, Coach shall have the opportunity to earn outside income from third parties, such as promotions, endorsements or personal appearances ("Coach Agreements") that in the University's reasonable judgment: (i) do not directly or indirectly conflict with the University's existing endorsement contracts; (ii) do not directly or indirectly conflict with any rules, regulations or policies of the NCAA or the University and (iii) are not reasonably foreseeable to result in an unfavorable reflection upon the University. Notwithstanding the foregoing, Coach may enter into Coach Agreements with the advance written approval of the Director of Intercollegiate Athletics and shall annually report in writing any income from sources outside the University related to Coach's affiliation with University or status as coach for University (including income from non-University sport camps, income from annuities, housing benefits, ticket sales, radio, television and other media programs of any kind) through the Director of Intercollegiate Athletics to the Chancellor.

Further, Coach may participate in **Football** summer camp/clinic programs that utilize the University's name, logo and marks, and which camps/programs are managed and run by third-party providers approved in writing by the University, which approval shall not be unreasonably withheld or delayed. Any compensation associated with such camps shall be

provided by the approved third-party provider(s) and Coach is reminded that such participation is subject to applicable law, and conflict of interest, disclosure and other requirements identified in this contract.

9. **DISCIPLINE AND TERMINATION.** Pursuant to this Paragraph 9, Coach may be disciplined, including terminated, for cause; provided however, that, if in the University's determination the grounds constituting cause under subparagraphs (a), (b), (c), (e), and/or (g) are capable of being cured ("Curable Cause for Termination"), the University must give Coach written notice of Curable Cause for Termination and Coach will have fifteen (15) days to cure such grounds and, if such grounds remain uncured, the University will have the right to terminate effective immediately. The University may terminate for cause immediately without notice in all other circumstances described in this Section 9. For purposes of this Paragraph 9, cause means:

- a. Breach of any material provision of this Contract, as determined by University, including neglect or inattention by Coach to Coach's duties, or failure to obtain prior approval for outside activities or to report accurately all sources and amounts of income and benefits, as required by this Contract and by NCAA rules.
- b. Misconduct, including fraud or dishonesty of Coach in the performance of Coach's duties or responsibilities under this Contract, as determined by University.
- c. Failure to properly represent the University and the University's athletic programs in private and public forums, including by the commission of, participation in, or condoning of any act, situation or occurrence that, in University's reasonable and good faith judgment, brings Coach or University into public disrepute, embarrassment, contempt, scandal or unreasonable ridicule. This subsection encompasses findings or determinations of violations during the Term at any institution of higher education.
- d. A material violation by Coach, as determined by University reasonably and in good faith, of any University policy or procedure or any applicable law or regulation.
- e. Coach's sale, use or possession of any narcotics, drugs, controlled substances, steroids or other chemicals for which the sale, use or possession is prohibited by law or by the associations or agencies that govern the operation of athletic programs or athletic competition to which the University adheres. Likewise, the Coach's permitting, encouraging or condoning any such conduct by an assistant coach, other athletic staff member, or student athlete.
- f. Direct or indirect material breach, as determined by University reasonably and in good faith, whether willful or through negligence, of any of the rules and standards of the associations or agencies that govern the operation of athletic programs or athletic competition to which the University adheres, including the NCAA, Pacific-12 Conference, youth, collegiate, and master's amateur athletics. Without limiting the foregoing, discipline, including termination, shall result from a significant or repetitive or intentional violation (or pattern of conduct that may constitute or lead to a major violation) by Coach or any person under Coach's supervision and

direction (including assistant coaches, other athletic staff member, and student athletes), as reasonably and in good faith determined by University.

- g. Failure to follow the high moral and ethical standards commonly expected of Coach as a leading representative of the Department of Intercollegiate Athletics at the University.

Discipline under this Paragraph 9 may subject Coach to penalties including public or private reprimand, monetary fines, adjustments in compensation, suspension with or without pay, or termination, as determined by the Director of Intercollegiate Athletics. Coach is hereby notified that in addition to the actions University may take in accordance with this Contract, Coach is also subject to disciplinary and corrective action by the NCAA if Coach is found by the NCAA or University to be in violation of NCAA Bylaws.

In the event Coach is to be terminated or is terminated pursuant to this Paragraph 9, Coach shall be entitled to an opportunity to appear before the Chancellor or his/her designate in order to test whether Coach was removed from his position in a manner consistent with the terms of this Contract. Such an in-person appearance may take place either before Coach is removed from his position or after he is so removed. Coach's request to exercise this right must be made in writing to the Chancellor. Coach understands and agrees that the exigencies of operating an NCAA Division I football program require that matters involving the termination of Coach for cause be handled expeditiously to avoid the perception of confusion within and damage to the program. Coach agrees that he shall have five (5) business days from the date on which he receives notice that he is to be terminated for cause or from the date on which he is terminated, whichever occurs first, in which to request an appearance before the Chancellor and/or his/her designate. Such an appearance shall occur within five (5) business days after Coach's request to so appear is timely received. The Chancellor or his/her designate shall review the matter and respond to Coach in writing within three (3) calendar days. The parties understand and agree that this process represents an administrative remedy.

If Coach is terminated pursuant to this Paragraph 9, no further payment or benefits shall be made to Coach; provided that University must pay to Coach all earned compensation, excluding performance-based compensation (which may still be paid to Coach by University in University's discretion), earned as of the effective date of termination, taking into account Coach's compliance with the obligations set forth in the Contract, including Paragraphs 2 and 7 thereof. If Coach is terminated pursuant to this Paragraph 9, all future rights and obligations of the parties hereto and hereunder thereupon shall cease. In no case, shall University be liable to Coach for the loss of any collateral business opportunities, or any other benefits, perquisites, income or consequential damages suffered by Coach as a result of University's termination of Coach's employment.

10. **TERMINATION BY DEATH OR DISABILITY OF COACH OR BY FORCE MAJEURE.** If Coach dies, this Contract shall thereupon terminate and all future obligations between the parties under this Contract shall cease. In the event that Coach becomes disabled and there is no reasonable accommodation that will enable him to perform all of his essential job functions under this Contract and his inability to perform

has continued or will continue beyond a reasonable period of time, as determined by the University consistent with applicable law, this Contract shall thereupon terminate and all future obligations between the parties under this Contract shall cease. In the event of Coach's inability to continue to perform all of his essential job functions under this Contract by reason of some other occurrence beyond the control of either party to this Contract, this Contract shall thereupon terminate and all future obligations between the parties under this Contract shall cease. Because of the exigencies of operating an NCAA Division I program, Coach acknowledges that a termination pursuant to this Section 10 shall not be deemed a termination without cause under Paragraph 12 below.

11. **TERMINATION BY MUTUAL AGREEMENT.** In addition to and exclusive of the foregoing provisions, there is also reserved to both parties the right upon mutual written agreement to terminate this Contract without cause at any time. Except as may be otherwise agreed to between the parties, in the event the right to terminate pursuant to this Paragraph 11 is exercised, all future obligations between the parties ceases effective the date of termination, unless such termination by mutual agreement includes an agreement by the University to pay liquidated damages to Coach in accordance with Paragraph 12 of this Contract.

12. **TERMINATION BY UNIVERSITY WITHOUT CAUSE.** In addition to and exclusive of the foregoing provisions, there is also reserved to the University the right to terminate this Contract without cause at any time by giving written notice to Coach of such decision. Except as set forth below, in the event the University terminates this Contract without cause pursuant to this Paragraph 12, the University shall pay to Coach as liquidated damages, in lieu of any and all other legal remedies or equitable relief, the following sum(s):

100% of the base salary, talent fee, and retention bonus as set forth in Section 2 (A), (B), & (G) in the Contract Addendum for the remainder of the Term had this Contract not been terminated.

The University's obligation pursuant to this paragraph shall not extend beyond the Term had this Contract not been terminated. For purposes of this Paragraph 12, base salary, talent fee, and retention bonus are as identified in Paragraph 2.A titled "Compensation – Base Salary", Paragraph 2.B titled "Compensation – Talent Fee", and Paragraph 2.G titled "Compensation – Retention Bonus" in the Contract Addendum. These payments to Coach by University shall be paid in substantially equal monthly installments during what would have been the remaining term of this Contract had it not been terminated ("the Offset Period"). Any remaining payments due to Coach under this Paragraph 12 will be paid on the same payment schedule as delineated in Paragraph 2.A titled "Compensation – Base Salary", Paragraph 2.B titled "Compensation – Talent Fee", and Paragraph 2.G titled "Compensation – Retention Bonus" in the Contract Addendum. For the avoidance of doubt, if University terminates this Contract without cause at the conclusion of Contract Year 1, the University shall pay to Coach liquidated damages of \$2,350,000 for Contract Year 2, \$2,450,000 for Contract Year 3, \$2,550,000 for Contract Year 4, and \$2,650,500 for Contract Year 5. University shall also pay to Coach all compensation including performance-based compensation earned by Coach prior to the effective date of

termination. University shall not be liable to Coach for any University benefits, which are not vested at the time of termination, nor for any collateral business opportunities or other benefits associated with Coach's position as Coach.

The parties recognize that a termination of this Contract by the University prior to its natural expiration may cause Coach to lose certain benefits, supplemental compensation, or outside compensation relating to Coach's employment at the University, which damages are difficult to determine with certainty. Accordingly, the parties agree to this liquidated damages provision, subject to mitigation as set forth herein, as a fair measure of Coach's losses and not as a penalty.

Notwithstanding the liquidated damages provisions herein, Coach agrees to take affirmative steps to mitigate University's obligations to pay damages that may be sustained by virtue of termination pursuant to this Paragraph 12 by making reasonable and diligent efforts to obtain football related employment during the Offset Period. Any amounts to be paid by the University to Coach pursuant to this Paragraph 12 shall be reduced by any amounts received, or to be received at a later date, by Coach from any source for any football-related position, in and for rendition of services by Coach during the Offset Period, excluding reasonable and usual non-monetary fringe benefits such as health and life insurance, club memberships, use of vehicles, game tickets, etc. For purposes of this Contract, "football-related" shall mean performing services as a football coach, coordinator, or an athletics administrator or as an officer in an organization that may regulate or oversee football competition (such as the National Football League, the NCAA, or an athletics conference). Coach agrees to provide information about his mitigation efforts on a regular basis during the Offset Period, in order to comply with his responsibilities pursuant to this Paragraph. In the event Coach enters an employment agreement, or receives compensation from football-related employment during the Offset Period, Coach shall promptly provide to the University written documentation, such as an offer letter or contract, of any such employment and of the amounts of such compensation. Coach shall also promptly inform the University of amounts of compensation to be paid at a later date for duties performed during this Offset Period. Coach warrants that in the event of a termination pursuant to this Paragraph 12, Coach shall not enter into any employment arrangements (including "volunteer" or "trial" arrangements) utilizing waived, deferred, or partially deferred compensation arrangements or any other mechanism by which compensation for services rendered during the Offset Period is delayed until after the Term has ended.

Coach's signature on this Contract constitutes Coach's permission to any third party to promptly release to University upon University's request any contracts or other documents related to Coach's provision of services to any such third party during the Offset Period, which permission Coach warrants that Coach shall not revoke for so long as University makes the payments due under this Paragraph 12. Each payment owed by University under this Paragraph 12 shall be offset and reduced dollar-for-dollar using: (A) if Coach executes a multi-year employment agreement for a football-related position with a subsequent employer that includes annual compensation increases of up to ten percent (10%) during the contract term, then the offset is the actual rate of compensation Coach receives or is

scheduled to receive, either directly or indirectly, from such football-related position in respect of services rendered during the Offset Period, or (B) if Coach executes a multi-year employment agreement for a football-related position with a subsequent employer that includes annual compensation increases of greater than ten percent (10%) during the contract term, then the offset is the average rate of compensation (over the entire contract term) Coach receives or is scheduled to receive, either directly or indirectly, from such football-related position in respect of services rendered during the Offset Period. For the avoidance of doubt, "annual compensation" for purposes of this paragraph includes base salary, talent fee, bonuses and retention.

Coach's right to payment under this Paragraph 12 is subject to Coach's execution of a waiver and release of claims at the time of employment termination, in the form attached as Appendix A and incorporated herein by reference.

In the event that Coach brings a claim in violation of the attached waiver and release of claims, other than a claim against University for a breach of this Paragraph 12, all obligations of the University hereunder shall cease, and Coach shall repay forthwith and in full any and all post-termination payments received by Coach from the University under this Paragraph 12.

13. **TERMINATION BY COACH.** Coach recognizes that Coach's promise to work for the University for the entire Term of this Contract is of the essence of this contract to the University. Coach also recognizes that the University is making a highly valuable investment in Coach's continued employment by entering into this Contract and its investment would be lost were Coach to resign or otherwise terminate Coach's employment with the University prior to the expiration of the Term, the loss of which University cannot be reasonably or adequately compensated in damages in an action at law. Moreover, Coach recognizes that during Coach's employment, Coach shall gain confidential information concerning University's athletic program and that use of this confidential information by another athletic program and at a **Pac-12** athletic program in particular would place University at a serious competitive disadvantage. Additionally, Coach acknowledges that University would incur significant and substantial administrative, recruiting, and resettlement costs and loss of ticket revenue were Coach to leave University employment before the expiration of the Term and that such costs and losses are difficult to ascertain with certainty. Accordingly, the parties agree that in the event Coach terminates this Contract without cause pursuant to this Paragraph 13, Coach shall pay to University as liquidated damages, in lieu of any and all other legal remedies or equitable relief, the following sum(s):

In the event Coach terminates Coach's employment prior to the **end of the 2018 regular season**, Coach shall pay to the University the following amount **\$2,695,500**. In the event Coach terminates after **the end of the 2018 regular season** and on or prior to **the end of the 2020 regular season**, Coach pays **\$1,250,000** to University. In the event Coach terminates on or after **the end of the 2020 regular season** and on or prior to **the end of the 2021 regular season**, Coach pays **\$1,000,000** to University. In the event Coach

terminates on or after **the end of the 2021 regular season** and on or prior to **the end of the 2022 regular season**, Coach pays **\$250,000** to University.

Coach understands that this Paragraph 13 is a material term of this Contract and that any breach of this paragraph will substantially harm University. Coach therefore agrees that, in the event Coach or a third-party fails to pay the liquidated damages specified herein, University shall be entitled to seek and enforce its full rights and remedies hereunder, including an action for full payment and damages.

University's right of payment under this Paragraph 13 is subject to University's execution of a mutual release of claims at the time of employment termination, in the form attached as Appendix B and incorporated herein by reference.

The parties agree that Coach's payment of the liquidated damages set forth in this Paragraph 13 is a fair measure of University's costs and losses and not as a penalty. Once paid, such payment shall constitute University's sole compensation, which shall be in lieu of any and all other legal remedies or equitable relief, other than a claim against Coach for a breach of this Paragraph 13 if he does not pay the liquidated damages set forth herein.

Except as may be otherwise agreed to between the parties, in the event the right to terminate pursuant to this Paragraph 13 is exercised, all future obligations between the parties cease effective the date of termination.

14. **ENTIRE AGREEMENT.** It is **mutually** understood that this Contract contains all of the terms and conditions to which the parties have agreed and that no other understandings or representations, either oral or written, unless expressly referenced herein, regarding the subject matter of this Contract shall be deemed to exist or to bind the parties hereto and that any modification, amendment, or addendum to this Contract shall only be by written instrument signed by each party hereto.
15. **INTERPRETATION.** No provision or part of this Contract which shall prove to be invalid, void or illegal shall in any way affect, impair or invalidate any other provision or part, and such other provisions and part shall remain in full force and effect.
16. **APPLICABLE LAW.** This Contract is made and entered into in the State of California, and the laws of California shall govern its validity and interpretation and the performance by the parties of their respective duties and obligations under this Contract.
17. **NOTICES.** All required notices and statements in connection with this Contract shall be in writing given to the parties at the addresses designated below, or such other addresses as either party may later designate in writing to the other.

If to Coach:

Justin Wilcox, Football
2227 Piedmont Avenue
Berkeley, CA 94612
(510) 642-1511
jwilcox@berkeley.edu

AND

David Dunn
Athletes First, LLC



If to the UNIVERSITY:

James Knowlton, Director of Intercollegiate Athletics
University of California, Berkeley
Intercollegiate Athletics
115 Haas Pavilion #4422
Berkeley, CA 94720-4422


(510) 642-5316
(510) 642-3399 FAX
jim.knowlton@berkeley.edu

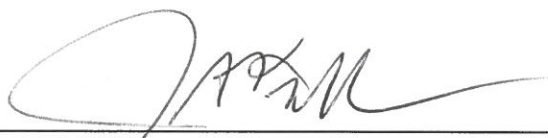
AND

David Secor, CFO of Intercollegiate Athletics
University of California, Berkeley
Intercollegiate Athletics
115 Haas Pavilion #4422
Berkeley, CA 94720-4422
dsecor@berkeley.edu

IN WITNESS WHEREOF, the parties hereto shall consider this Contract to be effective upon obtaining signatures as identified below, Coach's successful completion of the University Background Check Process, and signature of the Oath of Allegiance and other documents as necessary.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

By:  10/2/18
Carol Christ
Chancellor Date

By:  10/1/18
James Knowlton
Director of Intercollegiate Athletics Date

COACH:

By: Justin Wilcox 9-27-18
Justin Wilcox Date
Head Coach

HEAD COACH OF FOOTBALL

PERSONNEL POLICIES FOR STAFF MEMBERS

Contract Addendum

This Contract Addendum, effective on the ultimate date set forth in the signature blocks hereto, hereby defines certain terms for the Contract entered into on **September 26, 2018**, between The Regents of the University of California (hereinafter "University") and **Justin Wilcox** (hereinafter "Coach"). This Contract Addendum supersedes and replaces all previous contract addenda. All of the terms of the Contract remain as first written unless modified in this Contract Addendum.

1. **TERM:** The term of the Contract begins on **July 1, 2018**, and terminates on **December 31, 2022** subject to the early termination provisions set forth in the Contract. Notwithstanding the foregoing, by providing Coach written notice at least ten (10) days in advance of the termination date set forth above, University may extend the term of the Contract in the event that Coach and University are negotiating a new contract but have not reached final agreement. If extended, the Contract will terminate on the earlier to occur of: (a) the effective date of the new contract executed by both University and Coach; and (b) the date that is five (5) days after Coach or University provides written notice to the other party that such party is terminating further negotiations.

2. **COMPENSATION:**

A. Base Salary

The annual base salary prorated monthly for this position shall be as follows:

<u>Contract Year</u>	<u>Annual Base Salary</u>
1. 07/01/18 – 12/31/18 (Partial)	\$250,000
2. 01/01/19 – 12/31/19	\$250,000
3. 01/01/20 – 12/31/20	\$250,000
4. 01/01/21 – 12/31/21	\$250,000
5. 01/01/22 – 12/31/22	\$250,000

B. Talent Fee

At the reasonable and good faith discretion of the Director of Intercollegiate Athletics, Coach may be requested to speak at booster gatherings and related University and Alumni functions, appear on television and radio broadcasts of University sports games and sports shows dedicated to University sports as may be developed, and make other appearances as reasonably directed by the Director of Intercollegiate Athletics or Sport Supervisor. Such appearances shall include pre-game and post-game shows connected with game broadcasts. Such appearances shall not unreasonably interfere with Coach's ordinary duties as Head Football Coach. Provided Coach fulfills these assignments (as reasonably requested) or if

University elects not to make any or all such requests of Coach during any particular Contract Year, Coach shall receive an annual guaranteed talent fee for each Contract Year in accordance with the schedule described below. If Coach does not fulfill reasonable and good faith requests for appearances as requested by Director of Intercollegiate Athletics or Sports Supervisor, University may at its discretion reduce payments under this section. Payment shall be prorated monthly and shall be paid in accordance with a pay schedule established by the University.

<u>Contract Year</u>	<u>Annual Guaranteed Talent Fee</u>
1. 07/01/18 – 12/31/18 (Partial)	\$1,700,000
2. 01/01/19 – 12/31/19	\$1,800,000
3. 01/01/20 – 12/31/20	\$1,900,000
4. 01/01/21 – 12/31/21	\$2,000,000
5. 01/01/22 – 12/31/22	\$2,100,000

C. Performance Based Compensation

In the event the University's **Football** team or Coach achieves any of the following accomplishments, Coach shall receive the following enumerated performance bonuses for each Contract Year in which such performance is achieved provided Coach is and has been in compliance with the obligations set forth in the Contract, including Paragraphs 2 and 7 thereof, and provided that the team's four year average Academic Progress Rate is ≥ 930 . Annual performance bonuses shall be paid no later than sixty (60) days following the end of the season in which such performance bonuses are earned. Coach is eligible to receive identified bonuses for all levels of accomplishment achieved in a Contract Year, provided, however, that Coach shall not receive performance bonuses (including Sections 2.C and 2.H hereof) in excess of \$900,000 in a Contract Year.

CONTRACT YEARS 1

<u>Accomplishment</u>	<u>Maximum Bonus Amount</u>
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Highest Regular Season achievement of (i) – (vii) below:

(i) Wins six regular season games	\$100,000
(ii) Wins seven regular season games	\$250,000
(iii) Wins eight regular season games	\$325,000
(iv) Wins nine regular season games	\$400,000
(v) Wins ten regular season games	\$475,000
(vi) Wins eleven regular season games	\$550,000
(vii) Wins twelve regular season games	\$625,000

In addition to the highest Regular Season achievement set forth in (i) – (vii) above, Coach may earn one or more of each of the following additional incentives (cumulative, but subject to \$900,000 cap on total bonuses paid to Coach in any Contract Year):

Defeats Stanford during the regular season	\$25,000
Defeats UCLA, USC, or Oregon during the regular season, and provided such team has at least 6 regular season wins	For each win \$10,000
Participates in the Pac-12 Championship Game	\$50,000
Wins the Pac-12 Championship Game	\$50,000
Participates in New Years 6 Bowl Game	\$100,000
Participates in National Championship Game	\$100,000
Participates in Top 2 Pac-12 Contract (non-New Years 6) Bowl Game	\$100,000
Participates in Other Bowl Game	\$100,000
Conference Coach of the Year	\$50,000
National Coach of the Year	\$50,000

CONTRACT YEAR 2-5

Accomplishment Maximum Bonus Amount

Highest Regular Season achievement of (i) – (vii) below:

Wins six regular season games	\$25,000
Wins seven regular season games	\$125,000
Wins eight regular season games	\$200,000
Wins nine regular season games	\$275,000
Wins ten regular season games	\$350,000
Wins eleven regular season games	\$425,000
Wins twelve regular season games	\$500,000

In addition to the highest Regular Season achievement set forth in (i) – (vii) above, Coach may earn one or more of each of the following additional incentives (cumulative, but subject to \$900,000 cap on total bonuses paid to Coach in any Contract Year):

Defeats Stanford during the regular season	\$25,000
Defeats UCLA, USC, or Oregon during the regular season, and provided each team has at least 6 regular season wins	For each win \$10,000
Participates in the Pac-12 Championship Game	\$50,000
Wins the Pac-12 Championship Game	\$50,000
Participates in New Years 6 Bowl Game	\$100,000
Participates in National Championship Game	\$100,000
Participates in Top 2 Pac-12 Contract (non-New Years 6) Bowl Game	\$75,000
Participates in Other Bowl Game	\$40,000
Conference Coach of the Year	\$50,000
National Coach of the Year	\$50,000

Coach is eligible to receive identified bonuses for levels of accomplishment achieved in a Contract Year. Starting at the end of Contract Year 1, provided the University’s Football team has 8 wins (including a potential bowl game) and has achieved a single-year APR score of 980 or better, the University acknowledges and agrees that it will meet and confer with Coach to potentially renegotiate the

terms of this Agreement, provided that, if University determines in its discretion that it does not have funds available to increase compensation, University will not be deemed to be negotiating in bad faith.

D. Courtesy Vehicle

One courtesy vehicle is assigned to Coach under terms and conditions contained in a separate Vehicle Assignment Agreement, incorporated into this Contract Addendum by reference. In the event the University does not have a courtesy vehicle available for Coach, Coach's annual Talent Fee as defined in Section 2B of the Contract Addendum shall be increased by \$450 per month until a vehicle becomes available.

E. Athletic Equipment/Apparel Contract Payments

Coach authorizes the University, during the Term, to enter into agreements with athletic equipment and apparel suppliers which may require services on the part of the Coach including consultation, endorsement of products, and promotional appearances. Coach agrees to abide by such requirements, however, such requirements shall not unreasonably interfere with Coach's primary duties as Head Coach of **Football**.

F. Signing Bonus

Coach shall receive a one-time signing bonus of **\$225,000** within twenty-one (21) days after this Contract Addendum is executed by both parties.

G. Retention Bonus:

If Coach is employed by the University as Head **Football** Coach continuously through the end of any of the **2018, 2019, 2020, 2021, and/or 2022** regular football seasons, Coach shall receive a retention bonus payment of **\$300,000** in respect of each of the regular seasons during which Coach was continuously employed as Head Football Coach. The bonus shall be payable on the first available pay date after the end of the respective regular Football season. A total of up to \$1,500,000 in retention bonuses may be paid out over the term of the Contract.

H. Academic Performance Bonus

In the event the University's **Football** team or Coach achieves any of the following accomplishments, Coach shall receive the following enumerated performance bonuses for each Contract Year in which such performance is achieved, provided Coach is and has been in compliance with the obligations set forth in the Contract, including Paragraphs 2 and 7 thereof, and provided that the team's single and four year average Academic Progress Rate is ≥ 930 . Annual academic performance bonuses shall be paid no later than thirty (30) days following the end of the period in which such performance bonuses are earned (applicable statistics made public).

Coach is eligible to receive identified bonuses for all levels of accomplishment achieved in a Contract Year, provided, however, that Coach shall not receive performance bonuses (including Sections 2.C and 2.H hereof) in excess of \$900,000 in a Contract Year.

- i. **Grade Point Average (GPA):** Coach is eligible to receive the highest applicable bonus below achieved in a Contract Year:

<u>Academic Achievement</u>	<u>Bonus Amount</u>
≥ 3.00 team GPA	\$60,000
≥ 2.95 team GPA	\$55,000
≥ 2.90 team GPA	\$50,000
≥ 2.85 team GPA	\$45,000
≥ 2.80 team GPA	\$40,000
≥ 2.75 team GPA	\$35,000
≥ 2.70 team GPA	\$30,000

Team GPA is calculated annually after spring term grades post. Team GPA is based on cumulative GPA, unweighted, of student-athletes who were on the active roster for either the fall or spring term.

- ii. **Academic Progress Rate (APR):** Coach is eligible to receive the highest applicable bonus below achieved in a Contract Year:

<u>Academic Achievement</u>	<u>Bonus Amount</u>
= 1000 team APR	\$150,000
≥ 990 team APR	\$125,000
≥ 980 team APR	\$100,000
≥ 970 team APR	\$75,000
≥ 960 team APR	\$50,000

The Academic Progress Rate shall be calculated in accordance with NCAA rules and guidelines. APR bonuses are based on the multi-year (four-year average) APR rates.

Notwithstanding the foregoing, Coach agrees that if any state or federal agency challenges the payment of any bonus under Paragraph 2.H of this Addendum, then without further action by the parties or amendment of this Contract, the University shall immediately be released from any obligation to make such payment hereunder for the remainder of the Term. In such instance, the bonus payment amount that would have been available pursuant to the challenged bonus category shall be reallocated to an academic performance bonus category that has not been challenged.

3. **OTHER COMPENSATION:**

Any or all of the following perquisites and benefits may be withdrawn by the Director of Intercollegiate Athletics at any time and shall be subject to any University policies as may be in effect from time to time.

A. Tickets

Coach is entitled to receive complimentary tickets and parking passes to Cal Athletic events based on the applicable Department policy, including but not limited to the following: (i) four premium Football season tickets in addition to the number of tickets Coach is eligible to receive under applicable departmental policy; and, (ii) five parking passes to all home Football games.

B. Country Club Membership

Coach is eligible to receive a membership at Claremont Country Club for the duration of this contract, pending approval of Coach's membership application from Claremont Country Club. University shall pay the monthly country club membership dues for Coach. All other expenses shall be subject to the rules for reimbursement according to University policy and regulation. At the end of the Term or upon earlier termination, the membership shall be sold and the proceeds returned to the University.

C. Assistant Coaches Salary Pool

A pool of up to **\$3,700,000**, with 2% annual increases has been established as the Assistant Coaches Salary Pool as of January 1, 2018 and includes ten assistant football coaches and a strength and conditioning coach. This pool will be available for Coach's use to make compensation recommendations for assistant coaches, subject to approval by the Director of Intercollegiate Athletics and in compliance with University policies and regulations pertaining to compensation. University agrees to collaborate with Coach to develop a long-term strategy to address issues related to attracting and retaining high-quality assistant coaches in the context of maintaining competitive balance within the conference.

4. **SICK LEAVES:** Coach shall accrue and may use sick leave in accordance with the applicable provisions of the Personnel Policies for Staff Members in effect at the time during each month of this Contract, as modified by this Contract Section 6 with respect to Parental Bonding Leave. Unused sick leave shall be carried forward for the duration of Coach's employment with the University in accordance with applicable personnel policies in effect at the time.
5. **HEALTH AND WELFARE BENEFITS:** Coach is appointed for **100%** of full-time and is eligible for all University health, welfare, retirement, and other benefits commensurate with the percent time appointment.

6. **REPORTING LINE:** Coach shall report directly to the Director of Intercollegiate Athletics and indirectly to the Sport Supervisor.

This Contract Addendum shall be effective upon obtaining signatures as identified below and signature of other employment documents as necessary.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

By: Carol T. Christ 10/2/18
Carol Christ Date
Chancellor

By: James Knowlton 10/1/18
James Knowlton Date
Director of Intercollegiate Athletics

COACH:

By: Justin Wilcox 9-27-18
Justin Wilcox Date
Head Coach

APPENDIX A

WAIVER AND GENERAL RELEASE OF CLAIMS

This Waiver and General Release (hereafter “Release”) is entered into by and between Justin Wilcox (hereafter “Coach”) and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of the UNIVERSITY OF CALIFORNIA, BERKELEY campus (hereafter “University”) (collectively referred to as the “Parties”).

RECITALS

WHEREAS, Coach’s contract was amended by the University on September 26, 2018, as Head Coach – Football; and

WHEREAS, Coach’s employment is governed by the terms of an existing Employment Contract, the terms of which are incorporated hereto; and

WHEREAS, pursuant to Paragraph 12 of his Employment Contract, Coach may be terminated by the University without cause; and

WHEREAS, pursuant to Paragraph 12 of his Employment Contract, in order to receive liquidated damages under this provision, Coach must execute a waiver and release of all claims against the University at the time of his employment termination.

NOW, THEREFORE, Coach and the University agree as follows:

1. **RELEASE OF ALL CLAIMS (“RELEASED CLAIMS”)**. Coach agrees to hereby forever release and discharge the University, including all agents, successors, assigns, affiliates, attorneys, employees, and all other representatives (hereafter collectively referred to as “Releasees”), from any and all causes of action, judgments, liens, indebtedness, damages, losses, claims (including attorneys’ fees and costs), liabilities and demands of whatsoever kind and character that he may now or hereafter have against the University arising from incidents or events occurring on or before the Effective Date of this Release of Claims. The release set out in this paragraph specifically covers any and all claims arising from or related to Coach’s employment with and separation from University employment, or arising from any act or omission by any Releasee occurring before the Effective Date of this Release (hereafter “Released Claims”). The release set out in this paragraph is intended to include any and all claims arising under statutory or common law, including but not limited to: claims under the Immigration Reform and Control Act; the Family Medical Leave Act and the Higher Education Employer-Employee Relations Act; and claims of employment discrimination (such as, but not limited to claims under Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, the California Fair Employment and Housing Act, the Americans with Disabilities Act, the Equal Pay Act of 1963, the Age Discrimination in Employment Act), and claims under the law of contract and tort; and federal and state claims growing out of allegations of retaliation based on alleged or actual whistleblowing activities; and claims arising under University policies and/or collective bargaining agreements; but excluding claims within the exclusive jurisdiction of the Workers Compensation

Appeals Board, any claims that the University has breached the terms of Paragraph 12 of the Employment Contract, and any other claims that cannot lawfully be released by private agreement.

2. **COVENANT NOT TO SUE.** Coach promises never to file or cause to be filed a lawsuit or internal University proceeding to assert any Released Claim. Nothing in this Release shall affect the U.S. Equal Employment Opportunity Commission's ("EEOC") rights and responsibilities to enforce Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, or any other applicable law, nor shall anything in this Release be construed as a basis for interfering with Coach's protected right to file a charge with, or participate in an investigation or proceeding conducted by the EEOC or any other state, federal or local government entity; EXCEPT THAT, if the EEOC or any other state, federal or local government entity commences an investigation or issues a complaint on Coach's behalf, Coach specifically waives and releases his right, if any, to recover any monetary or other benefits of any sort whatsoever including rights to reinstatement to University employment.

3. **SECTION 1542 RIGHTS WAIVED.** The Parties understand and expressly agree that the release set forth in this Release extends to all claims of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past, present or future, arising from or attributable to any incident or event relating to Coach's University employment occurring in whole or in part on or before the Effective Date of this Release or Coach's separation from employment pursuant to this Release, and that any and all rights granted under Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED.

Section 1542 of the California Civil Code reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

It is the intention of the parties that the releases contained in this Release comply with the provisions of the Older Workers Benefits Protection Act (29 U.S.C. 5 626). To comply with Section 626(f) of that statute and to effectuate the release by Coach of any potential claims under the federal Age Discrimination in Employment Act ("ADEA"), Coach acknowledges and agrees as follows: (a) he has carefully reviewed this Release and understands the terms and conditions it contains; (b) he has been advised of the right to consult any attorney or representative of his choosing to review this Release; (c) he is receiving consideration which is above and beyond anything of value to which he is already entitled; (d) he does not waive rights or claims that may arise after the Effective Date of this Release; and (e) he has twenty-one (21) days from receipt of this document to consider the terms and to sign it. Coach may sign this document sooner, but if he does so, he acknowledges by signing that the decision to sign was his and his alone, and that as a result, he voluntarily has waived the balance of the 21-day review period. Coach shall also have seven (7) days after executing this Release to reconsider and revoke this Release. Any revocation must be in writing no later than the close of business of the seventh (7th) day following Coach's execution of this Release. This Release shall not become enforceable until the seven (7) day

revocation period has expired, or until the date of the last signature, whichever is later. If Coach revokes this Release, it shall not be effective or enforceable and he will not receive the consideration described herein. Notwithstanding any other provision of this Release, the University will have no payment obligation pursuant to this Release until the expiration of seven (7) days after Coach delivers an executed copy of this Release to the University.

IN WITNESS WHEREOF, intending to be legally bound, Coach has signed as of the day and year written below.

COACH:

By: NOT FOR EXECUTION AT THIS TIME

Justin Wilcox
Head Coach

_____ Date

APPENDIX B

WAIVER AND GENERAL RELEASE OF CLAIMS

This Waiver and General Release (hereafter "Release") is entered into by and between Justin Wilcox (hereafter "Coach") and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of the UNIVERSITY OF CALIFORNIA, BERKELEY campus (hereafter "University") (collectively referred to as the "Parties").

RECITALS

WHEREAS, Coach's contract was amended by the University on September 26, 2018, as Head Coach – Football; and

WHEREAS, Coach's employment is governed by the terms of an existing Employment Contract, the terms of which are incorporated hereto; and

WHEREAS, pursuant to Paragraph 13 of the Employment Contract, Coach may terminate his employment by the University without cause prior to the expiration of the Term thereof; and

WHEREAS, pursuant to Paragraph 13 of the Employment Contract, in order to receive liquidated damages under this provision, University must execute a waiver and release of all claims against Coach at the time he terminates his employment; and

WHEREAS, this waiver and general release of claims shall not include claims related to University's attempts to collect on amounts owed pursuant to Paragraph 13 of the Employment Contract.

NOW, THEREFORE, Coach and the University agree as follows:

- 1. RELEASE OF CLAIMS.** University agrees to hereby forever release and discharge Coach from any and all causes of action, judgments, liens, indebtedness, damages, losses, claims (including attorneys' fees and costs), liabilities and demands of whatsoever kind and character that University may now or hereafter have against Coach arising from incidents or events occurring on or before the Effective Date of this Release, provided however that the foregoing does not include any causes of action, judgments, liens, indebtedness, damages, losses and claims, liabilities and demands related to: (a) Coach's willful misconduct, (b) any material violation by Coach of the Employment Contract; or (c) University's attempts to collect on amounts owed pursuant to Paragraph 13 of the Employment Contract ((a)-(c) collectively the "Excluded Claims"). Except for the Excluded Claims, the release set out in this paragraph is intended to include any and all claims arising under statutory or common law, including but not limited to: claims under the law of contract and tort; federal and state claims; and claims arising under University policies and/or collective bargaining agreements. The claims released by this paragraph (1) are referred to herein as the "Released Claims."

2. **COVENANT NOT TO SUE.** University promises never to file or cause to be filed a lawsuit or internal University proceeding to assert any Released Claim.
3. **SECTION 1542 RIGHTS WAIVED.** The Parties understand and expressly agree that the release set forth in this Release extends to all claims of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past, present or future, arising from or attributable to any incident or event relating to Coach's University employment occurring in whole or in part on or before the Effective Date of this Release, and that any and all rights granted under Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED.

Section 1542 of the California Civil Code reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

IN WITNESS WHEREOF, intending to be legally bound, each party has caused this Release to be signed by its duly authorized officer as of the day and year written below.

UNIVERSITY:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

By: NOT FOR EXECUTION AT THIS TIME
Carol Christ
Chancellor

_____ Date

HEAD COACH OF FOOTBALL

PERSONNEL POLICIES FOR STAFF MEMBERS

Head Coach Employment Contract: Amendment No. 1

This Contract Amendment, effective on December 1, 2018, by and between The Regents of the University of California, on behalf of the University of California, Berkeley campus (hereinafter "University") and **Justin Wilcox** (hereinafter "Coach") pursuant to Personnel Policies for Staff Members (hereinafter "PPSM") Policy 3 (Contract Position) is amended as follows:

1. **Amendment to Section 12 of the Head Coach Employment Contract**

The third paragraph of section 12 (Termination by University without Cause) of the Head Coach Employment Contract is replaced:

"For the avoidance of doubt, if University terminates this Contract without cause at the conclusion of Contract Year 2, the University shall pay to Coach liquidated damages of \$3,050,000 for Contract Year 3, \$3,300,000 for Contract Year 4, \$3,450,000 for Contract Year 5, and \$3,600,000 for Contract Year 6."

2. **Amendment to Section 13 of the Head Coach Employment Contract**

The second paragraph of section 13 (Termination by Coach) of the Head Coach Employment Contract is replaced as follows:

"In the event Coach terminates Coach's employment prior to the **end of the 2019 regular season**, Coach shall pay to the University the following amount **\$3,250,000**. In the event Coach terminates after **the end of the 2019 regular season** and on or prior to **the end of the 2020 regular season**, Coach pays **\$2,500,000** to University. In the event Coach terminates on or after **the end of the 2020 regular season** and on or prior to **the end of the 2021 regular season**, Coach pays **\$2,000,000** to University. In the event Coach terminates on or after **the end of the 2021 regular season** and on or prior to **the end of the 2022 regular season**, Coach pays **\$1,750,000** to University. In the event Coach terminates on or after **the end of the 2022 regular season** and on or prior to **the end of the 2023 regular season**, Coach pays **\$1,500,000** to University".

3. **Amendment to Section 1 of the Head Coach Contract Addendum**

The termination date of the contract is changed to December 31, 2023.

4. **Amendment to Section 2A of the Head Coach Contract Addendum**

Under Section 2A of the Head Coach Contract Addendum, Annual Base Salary is replaced as follows:

<u>Contract Year</u>	<u>Annual Base Salary</u>
1. 07/01/18 – 12/31/18 (Partial)	\$250,000
2. 01/01/19 – 12/31/19	\$275,000
3. 01/01/20 – 12/31/20	\$275,000
4. 01/01/21 – 12/31/21	\$275,000
5. 01/01/22 – 12/31/22	\$275,000
6. 01/01/23 – 12/31/23	\$275,000

5. Amendment to Section 2B of the Head Coach Contract Addendum

Under Section 2B of the Head Coach Contract Addendum, Annual Guaranteed Talent Fee is replaced as follows:

<u>Contract Year</u>	<u>Annual Guaranteed Talent Fee</u>
1. 07/01/18 – 12/31/18 (Partial)	\$1,700,000
2. 01/01/19 – 12/31/19	\$2,225,000
3. 01/01/20 – 12/31/20	\$2,375,000
4. 01/01/21 – 12/31/21	\$2,525,000
5. 01/01/22 – 12/31/22	\$2,675,000
6. 01/01/23 – 12/31/23	\$2,825,000

6. Amendment to Section 2C of the Head Coach Contract Addendum

Under Section 2C of the Head Coach Contract Addendum, the second paragraph beginning with “CONTRACT YEARS 2-5” is replaced as “CONTRACT YEARS 2-6”.

7. Amendment to Section 2F of the Head Coach Contract Addendum

Section 2F of the Head Coach Contract Addendum is amended to include the following:

“Coach shall receive a one-time signing bonus of **\$350,000** within twenty-one (21) days after this Contract Addendum is executed by both parties.”

8. Amendment to Section 2G of the Head Coach Contract Addendum

Section 3G of the Head Coach Contract Addendum is replaced as follows:

“If Coach is employed by the University as Head **Football** Coach continuously through the end of any of the **2018** regular football seasons, Coach shall receive a retention bonus payment of **\$300,000**. If Coach is employed by the University as Head **Football** Coach continuously through the end of **2020** regular football seasons, Coach shall receive a retention bonus payment of **\$400,000**. If Coach is employed by the University as Head **Football** Coach continuously through the end of any of the **2021, 2022 and/or 2023** regular football seasons, Coach shall receive a retention bonus payment of **\$500,000** in respect of each of the regular seasons during which Coach was continuously employed as Head Football Coach. The bonus shall be payable on the first available pay date after the end of

the respective regular Football season. A total of up to \$2,200,000 in retention bonuses may be paid out over the term of the Contract."

IN WITNESS WHEREOF, the parties hereto shall consider this Contract Amendment to be effective upon obtaining signatures as identified below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

By: Carol Christ 12/6/18
Carol Christ Date
Chancellor

By: James Knowlton 12-5-18
James Knowlton Date
Director of Intercollegiate Athletics

COACH:

By: Justin Wilcox 12-5-18
Justin Wilcox Date
Head Coach