

**2019 Employment Agreement**  
**Between Florida State University and**  
**MICHAEL K. NORVELL**

THIS 2019 EMPLOYMENT AGREEMENT (the "Employment Agreement") is made and entered into this 7th day of December, 2019 (the "Effective Date") by between, and among the Florida State University Board of Trustees, a public body corporate of the State of Florida, acting for and on behalf of Florida State University ("University"), and MICHAEL K. NORVELL ("Employee").

**WITNESSETH:**

WHEREAS, the University wishes to employ the Employee as its Head Intercollegiate Football Coach under the terms of this Employment Agreement; and

WHEREAS, the Employee has agreed to be employed under the terms of this Employment Agreement; and

WHEREAS, the parties hereto have obtained independent legal, financial, and other advice pertaining to this Employment Agreement;

NOW THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, other good and valuable consideration, and the foregoing, which is incorporated into and made a part of this Employment Agreement, the parties hereby agree as follows:

**I. EMPLOYMENT**

The University hereby employs the Employee and the Employee hereby agrees to serve the University as its Head Intercollegiate Football Coach in accordance with the terms and conditions herein set forth, and with the duties, responsibilities, and functions assigned to that position as set forth herein and in the University's listed position description, and as he may from time to time be reasonably directed by the Director of Intercollegiate Athletics ("Director"). The employment shall be in the Administrative and Professional category, non-tenure earning, and subject to the Constitution and Laws of the State of Florida and the United States, and the rules, regulations, policies, and procedures of the Florida Board of Governors and the University, as amended from time to time, as well as the provisions of this Employment Agreement. The Employee shall act under the general supervision of and shall report to the Director with respect to the performance of his duties and all matters related to his employment. This document is not effective, final, or binding upon the parties unless signed by the University President and Employee.

## II. TERM

A. The term of this Employment Agreement shall be for a period commencing on the Effective Date and ending on the later of (i) December 31, 2025, or (ii) the first day following any post-season playoff or bowl game in which the University's football team participates following the 2025 football season (the "Total Term"). For purposes of this Employment Agreement, the Total Term shall consist of six Contract Years. Each Contract Year during the Total Term hereof shall begin on January 1 and end on December 31, other than Contract Year One which shall commence on the effective date.

B. As of the Effective Date, (i) this Employment Agreement shall supersede and replace any and all other prior or existing employment contracts or agreements, including amendments and/or addenda thereto, if any, between the University and the Employee; and (ii) any and all such prior or existing employment contracts or agreements, including amendments and/or addenda thereto, if any, shall thereafter be null, void, and of no further force or effect.

C. Subject to the terms and conditions contained herein, Employee agrees that he shall not enter into any other sports or athletics related employment prior to the conclusion of the Total Term. Should the Employee nevertheless breach this provision, it shall be deemed a breach of this Employment Agreement, resulting in immediate termination of this Employment Agreement, and the University shall be under no further financial or other obligation whatsoever to Employee, except for such obligations which have accrued or vested pursuant to this Employment Agreement prior to the date of such termination.

Furthermore, Employee recognizes that the development of relationships with student-athletes, administrators, coaches, alumni, and others is critical to the success of the University's Athletics Program; that he possesses and will further develop knowledge and expertise of special value to the University; and that the University will necessarily expend resources to support Employee in fulfilling his responsibilities under this Employment Agreement. Employee also recognizes that the University is making a highly valuable investment in his continued employment by entering into this Employment Agreement and that its investment would be lost if he were to resign or otherwise terminate his employment with the University prior to the expiration of the Total Term. Therefore, Employee acknowledges that if he terminates this Employment Agreement prior to the end of the Total Term, the University will lose the benefit of the relationship, knowledge, and expertise developed by Employee at the University's expense. In addition, the University will incur administrative, recruiting, resettlement and other costs in obtaining a replacement administrator as well as potentially increased compensation costs and losses of other revenue.

Therefore, as a consequence of early termination of this Agreement by Employee for the purpose of accepting a football coaching position at another collegiate institution or for a coaching position in the National Football League, Coach agrees to pay and University agrees to accept as liquidated damages the following amounts:

- (1) \$5,000,000 if the termination occurs during Contract Year One; or
- (2) \$4,000,000 if the termination occurs during Contract Year Two; or
- (3) \$3,000,000 if the termination occurs during Contract Year Three; or
- (4) \$2,000,000 if the termination occurs during Contract Year Four; or
- (5) \$1,000,000 if the termination occurs during Contract Year Five; or
- (6) \$0 if the termination occurs during Contract Year Six.

Liquidated Damages shall be paid within sixty (60) days of the date of termination. The parties acknowledge and expressly agree that, it being impossible to ascertain or estimate the entire or exact cost, damage, or injury that University may sustain by reason of such early termination, the foregoing sums are mutually agreed upon as liquidated damages for the injury suffered by University, and not as a penalty. This provision shall survive the termination of this Employment Agreement by Employee pursuant to subsection V.F. below of this Employment Agreement and shall remain in full force and effect until the conclusion of the Total Term unless this Agreement is sooner terminated pursuant to subsections V.B., V.E., V.G., or V.H. of this Employment Agreement.

D. The parties agree that should another employment opportunity be presented directly or indirectly to Employee and/or any individual, firm, or entity acting on Employee's behalf, or should Employee be interested in other employment during the term of this Employment Agreement, Employee shall notify the Director or designee of such opportunity or interest before any substantive discussions can be held by Employee and/or any individual or entity acting on Employee's behalf with any potential employer. This provision is essential to this Employment Agreement and violation thereof may be considered just cause for termination pursuant to subsection V.B. below of this Employment Agreement.

### **III. TOTAL ANNUAL COMPENSATION**

Employee's Total Annual Compensation as Head Coach is equal to the sum of his Annual Base Salary plus Additional Compensation, as follows:

#### **A. Annual Base Salary.**

For each Contract Year during the Total Term of this Employment Agreement, the University shall pay Employee the annualized sum of Two Hundred and Fifteen Thousand Dollars (\$215,000.00), payable in equal bi-weekly payments pursuant to the University's established 26.1 week payroll schedule, as Annual Base salary for his duties and responsibilities hereunder. All salary and compensation payable to Employee hereunder shall be subject to customary and applicable withholding and deductions, and subject to the requirements of law and University regulations and policy. Any and all pay increases are at the discretion of the Director.

Only the Annual Base salary as stated in this paragraph shall be used in calculating benefits under Chapter 121, Florida Statutes. Employee shall not be eligible upon separation of employment from the University for a cash payout for unused sick or annual leave accrued during Employee's

employment at the University. Notwithstanding the language contained herein, the University shall be under no further financial or other obligation whatsoever to the Employee following a termination of employment, except to pay him such amounts as have been previously earned and are due him for actual services and/or academic or performance achievements already earned, and to reimburse him for University authorized business expenses already incurred up to the date of the termination.

B. Additional Compensation.

Subject to the limitations imposed by this section of the Employment Agreement, University Regulations and Policies, and in compliance with all present or future legislation, rules, regulations, directives, written policies, bylaws and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto promulgated hereafter by the NCAA or the ACC, as of the Effective Date of this Employment Agreement and each Contract Year thereafter, University shall pay to Employee for each Contract Year as Additional Compensation the following:

Contract Year One	\$3,535,000 (annualized)
Contract Year Two	\$3,785,000
Contract Year Three	\$4,035,000
Contract Year Four	\$4,285,000
Contract Year Five	\$4,785,000
Contract Year Six	\$4,785,000

All compensation payable pursuant to this Subsection III.B. shall be payable on a pro-rata basis, is taxable as supplemental wages and is subject to required deductions and applicable withholdings for federal, state, and local taxes, and is contingent upon Employee's reasonable and satisfactory performance of the following duties:

1. Radio, Television, Media, and Sponsorships. Employee shall make reasonable efforts to personally appear on television and radio programs produced by the University or its designee in connection with the University's Intercollegiate Athletics Program (hereinafter referred to as "Shows"). The Employee agrees to fully cooperate with the University in connection with the Shows and to make himself available at all reasonable times, not disruptive to his primary duties, required in conjunction with the filming, taping and broadcasting of the Shows. The Employee shall perform all obligations to any Show in a manner to reflect well on the Employee and the University. The University and/or its designee reserves all rights to the use, ownership, and artistic and production control of all Shows. The University or its designee shall have the exclusive right to negotiate and contract with third parties for the production and marketing of the Shows, to negotiate and contract with program sponsors for commercial endorsements by Employee, and to authorize the use of such endorsement provided, however, that any such use of the Employee's name, likeness, or image is in good taste and does not reflect negatively upon the Employee both during the program and at other times. The University or its

designee shall have the exclusive right to receive and retain all revenue from program sponsors for commercial endorsements used during the Shows. Upon University's request, Employee shall make reasonable efforts to contact sponsors personally to increase advertising revenue and shall make reasonable efforts to participate in commercial endorsements of program sponsors' products or services as part of his obligation hereunder. In addition, Employee shall comply with the Director's requests to participate in a reasonable number of additional University activities and/or the activities of its media rights holder including any associated marketing or other development activities. Employee shall not appear without the prior written approval of the University or its designee in any competing television or radio programs during the term of this Employment Agreement except routine news media interviews for which no compensation is received, nor shall Employee associate the University's name, logos, or trademarks with any endorsement of products or services other than as provided herein or as otherwise designated by the University or its media representative. The parties agree to cooperate in good faith to resolve any issues of concern regarding Employee's endorsement or sponsorship obligations specified herein.

2. Speaking Engagements and Public Relations. Employee shall participate in speeches and public relations contacts with alumni, supporters, civic and community groups, and as otherwise reasonably requested by the Director. Employee shall exercise efforts of due diligence and devote such personal time as customarily exerted by comparable head coaches in the promotion of football programs of the highest quality at other institutions of higher education engaged in National Collegiate Athletic Association ("NCAA") Division I football. In addition, Employee agrees to engage in reasonable efforts, as requested by the University, to promote non-athletic endeavors of the University, particularly as an ambassador and spokesperson for the Capital Campaigns conducted by the University.

3. Apparel, Shoe, Equipment, and University Contracts. Employee agrees to be bound by, endorse, and participate in any contract between the University, its Department Intercollegiate Athletics, its supporting foundations, and University-approved marketing contractors, and any manufacturer, seller, or vendor of athletically-related apparel, shoes, equipment, and other athletically-related products. Employee further agrees to be bound by any contracts between the University, its Department of Intercollegiate Athletics, its supporting foundations, and University-approved marketing contractors and any manufacturer, seller, or vendor of soft drinks, bottled water, isotonic beverages, and other performance-related beverages. The University agrees to provide Employee on an annual basis with a reasonable amount of apparel, equipment, and shoes from the University's contracted apparel provider. Moreover, the University agrees to provide Employee with a Nike Elite Allowance for so long as the program exists at the University and in an amount to be determined by the Director.

4. University's Acknowledgement that Primary Duties and Responsibilities are Paramount. Notwithstanding any of the afore-mentioned responsibilities and obligations, the University acknowledges, understands, and agrees that Employee's primary duties and

responsibilities attendant to his position as Head Intercollegiate Football Coach (including, but not limited to, coaching the team, recruiting prospective student-athletes, conducting practice sessions, overseeing team activities, managing and directing the football staff and department, and in general the overall management of the football program) are paramount to the success of the program, and as such, the University agrees Employee's participation in any activity contemplated herein shall be reasonable in nature and with due regard to the time required for Employee to fulfill his primary duties and responsibilities.

5. University's Right to Use or Authorize the Use of Employee's Name Image and Likeness. As consideration for the compensation provided herein and notwithstanding anything to the contrary contained in this Employment Agreement, the parties covenant and agree that the University shall have the right to use the Employee's name, likeness, facsimile, and image for any reasonable purpose including to promote the Department of Intercollegiate Athletics and the University, for the production, promotion, and marketing of Shows, as well as with respect to any contracts or sponsorship agreements entered into between the University and any sponsor, manufacturer, media rights company, or vendor of athletic apparel, shoes, and other products or services. The University shall also have the right to authorize, license, or to grant any such sponsor manufacturer, media rights company, or vendor the right to use the Employee's name, likeness, or image for the purpose of promoting athletic apparel, shoes, or other products or services supplied to or on behalf of the University; provided, however, that any such use of the Employee's name, likeness, or image is in good taste and does not reflect negatively upon the Employee. The Employee covenants and agrees that he shall not have the right to enter into any endorsement or consulting agreements with any competitors of the University's exclusive sponsors, manufacturers, media rights companies, and/or vendors of athletic apparel, shoes, or other products or services. Further, University shall have the right to use and license any trademarks and similar Intellectual Property held by Employee or a legal entity owned in whole or in part by Employee provided such Intellectual Property relates to his employment position with University. The parties agree to work cooperatively and in good faith to ensure that use of such Intellectual Property is mutually agreeable. Employee further covenants and agrees that the University owns and controls all rights to designate the apparel, shoes, and equipment to be used by the Department of Intercollegiate Athletics as well as all media rights to the institution's athletics programs.

C. Vehicle Allowance.

University agrees to pay Employee a car allowance in the amount of Two Thousand Dollars (\$2,000.00) per full month (prorated if partial month) during the Total Term, subject to customary and applicable withholding and deductions, pursuant to requirements of law and University regulations and policy. The monthly installments will be paid monthly during the Total Term and shall cease upon termination of this Employment Agreement as set forth in Section V. below. Further, University shall only be responsible for paying Employee the vehicle allowance; Employee shall be responsible for paying any and all additional costs and expenses associated with obtaining,

maintaining, and operating his vehicle (including but not limited to registration, sales tax, automobile insurance, gas, vehicle maintenance, and etc.).

D. Club Membership.

University will provide Employee with an annual membership to a local Country Club.

E. Tickets/Football Suite.

University will provide Employee twelve (12) tickets to FSU regular season home football games, twelve (12) "best available" tickets to FSU away football games (including for post-season contests), and four (4) complimentary tickets to all other FSU regular season home varsity athletics' sporting events, including but not limited to basketball and home baseball games. Employee will be provided with use of a stadium skybox suite at Doak Campbell Stadium and two (2) parking passes during each FSU home football game.

F. Travel.

The University will pay Employee's business-related travel expenses provided said expenses are permissible under applicable University regulations and policies. Employee shall be personally responsible for all travel expenses that he incurs that are not covered by said regulations and policies. Further, the University will allow Employee's spouse and dependent children living at home to travel on the team plane with University's football program to all regular and post-season away contests in accordance with the University's fringe benefit guidance. Amounts determined to be taxable fringe benefits will be included as compensation.

G. Cell Phone.

Employee shall be eligible to participate in the Athletics Department cell phone program, as it may be amended from time to time. The University, in its sole discretion, may elect to provide Employee with a cell phone and related service, or a cell phone stipend in an amount similar to that provided by the University to other University employee's. Any cell phone device provided to Employee by University or its Athletics Department shall be returned to the University upon termination of this Employment Agreement for any reason set forth in Section V. below. Similarly, any University-provided cell phone service plan or stipend shall terminate on the last day of Employee's employment with the University.

H. Performance Incentive Compensation.

In addition to the compensation set forth in paragraph III.A. and III.B. of this Employment Agreement, and provided the football team has a multiyear APR equal to or greater than 930 and Employee is employed by the University at the time the bonus accrues, University agrees to pay a bonus to Employee for each season during the Total Term in which the University's football team, under the Employee's direction as Head Intercollegiate Football Coach, or the Employee achieves the milestones or recognition described below, such earned bonus amounts to be payable to

Employee within forty-five (45) days of their achievement.

<u>Conference Championship Game</u>	<u>\$250,000 maximum</u>
Conference Championship Game Appearance	\$100,000 or
Conference Championship Game Win	\$250,000
<u>Post-Season Bowls</u>	<u>\$800,000 maximum</u>
Non-College Football Playoff (“CFP”) Bowl Appearance	\$100,000 or
CFP New Years’ Six Bowl Appearance	\$200,000 or
CFP Semi-final Game Appearance	\$300,000 or
CFP National Championship Game Appearance	\$500,000 or
CFP National Championship Game Win	\$800,000
<u>Coach of the Year</u>	<u>\$150,000 maximum</u>
National Coach of the Year	\$100,000 and
ACC Coach of the Year	\$50,000
<u>Academic Performance</u>	<u>\$200,000 maximum</u>
Single year APR of 950 or above	\$100,000 or
Single year APR of 970 or above	\$125,000 or
Single year APR of 990 or above	\$150,000 or
Single year APR of 1000	\$200,000

Annual Retention Bonus Coach is entitled to receive a retention bonus of \$250,000 for each season he is the Head Coach on December 31 of each Contract Year, beginning on December 31, 2020, such earned bonus amounts to be payable to Employee within forty-five (45) days of their achievement.

I. Payment or Reimbursement of Contract Termination Expense.

University agrees to direct pay the Employee’s previous employer the amount due and owing for Employee’s contract termination expense due at the time of Employee’s resignation. Such payment to be made to Employee’s previous employer within ninety (90) days of the Effective Date of this Employment Agreement, unless otherwise agreed to by University and the previous employer. If Employee leaves the University for any reason, except termination without cause by the University, or termination for cause by Employee, within ninety (90) days of the Effective Date, Employee shall be responsible for the remaining amount of the contract buyout due and owing to his previous employer.

University has authorized the contract termination expense payment referenced herein to be paid as a reimbursable employee business expense (the “Expense”) of Employee and does not consider it to be compensation. University acknowledges that payment of the Expense was necessary to obtain the services of Employee, and therefore substantially benefits the University. Further, University has determined that the requirements of its accountable plan have or will be



satisfied with respect to the payment. Employee acknowledges that he has not and shall not be reimbursed for this Expense from any other source. Additionally, Employee acknowledges that he shall not take a deduction for the Expense on his personal income tax return. Should the Expense be determined to be non-qualified under University's accountable plan or if it taxed as Employee's income, University shall neutralize the actual financial impact to Employee resulting from University's payment of the Expense. In such case, Employee shall claim all deductions allowable under applicable tax law, including the Expense. University shall have a right to review Employee's pertinent tax information, including signed income tax returns (and any amended returns) for any applicable tax year to substantiate such amount as is necessary to effectuate this desired outcome. If at any time University determines that there is a structure and/or characterization of the Expense, or any other University tax liability hereunder, that is more favorable to or will serve to mitigate the University's liability under the Employment Agreement, University shall be permitted to use the structure it deems best provided said structure does not alter the net tax liability of Employee.

J. Camps.

Subject to annual prior written approval by the Director (which approval may be withheld or conditioned, without limitation, on adequate protections of the reputation, assets, and interests of the University), Employee is authorized, during each Contract Year, to conduct and participate in an annual football summer camp (the "Camp"). Notwithstanding, Employee acknowledges that the University may elect, in its sole discretion, to operate the Camp as a function of the Department of Intercollegiate Athletics. Upon such election by the University, Employee shall be compensated for participation in the camp in an amount to be mutually agreed on between the Employee and the University.

The Camp shall be conducted by Employee at his sole cost, acting in his individual capacity or a legal entity and Employee shall not use the University's name, logos, trademarks, and insignias in connection with the Camp without prior written approval of the Director and the University's Office of Trademark Licensing. Employee shall enter into an annual written agreement with the University's Athletics Department setting forth the terms and conditions regarding his operation of the Camp and his specific authorization for use of the University's campus and/or any other property and/or equipment owned or controlled by the University (the "Camp Agreement"). The Camp shall be scheduled so as not to interfere, conflict, or be inconsistent with the performance by Employee of his duties under this Employment Agreement.

Employee shall be responsible to operate the Camp to high standards of quality and care and in accordance with the Florida Board of Governors, University and Department's regulations and policies, as well as applicable laws and in a manner such that neither the University nor its affiliates shall incur any responsibility, liability, and/or expense in connection with the Camp. Provided Employee is employed by the University as Head Intercollegiate Football and has received the appropriate approval to operate the Camp as set forth herein, Employee shall be entitled to profits

in excess of expenses derived from the Camp. University shall have the right to verify and audit the financial books and records of the Camp and shall have the right to be fully informed as to the income and benefits (including but not limited to cash, "in kind", in services, in trade, any forgiveness of debt, any credit allowances, and any other payments and benefits) derived by or through Employee or someone acting on his behalf and relating in any way to the Camp. Employee shall keep good and complete financial and business records on the Camp. Employee's obligation to keep such records shall survive termination of this Employment Agreement for a period of five (5) years.

K. Outside Employment.

Employee shall devote his entire productive time, ability, and attention to his University duties and responsibilities during the Term of this Employment Agreement. Employee shall not directly or indirectly render services or work of a business, commercial, or professional nature to any other person, business, or organization whether for compensation or otherwise except as specifically permitted under this Employment Agreement. Employee may engage in outside employment that will affirmatively contribute to his professional advancement or correlate usefully with his University work subject to the terms set forth in this Employment Agreement. Subject to the terms and conditions of Sections II.B. and II.C. herein, Employee agrees that he will not personally or through any agent or other person seek, negotiate for, or accept other full-time or part time employment of any nature during the term of this Employment Agreement without having first obtained the written permission of the Director, which permission shall not be unreasonably withheld or conditioned. The University or its designee reserves the right to negotiate the terms and conditions of the Employee's outside employment on behalf of and with the approval of the Employee, which approval shall not be unreasonably withheld.

The Employee shall not engage in outside employment that conflicts with or interferes in any way with the full and satisfactory performance of his duties and assignments as the Head Intercollegiate Football Coach. The Employee's outside employment shall comply with all applicable rules and regulations of the NCAA, the ACC, the Board of Governors, and the University. Employee further acknowledges that, as required by NCAA Regulations, all related income from sources outside the institution, including but not limited to, income from annuities, housing benefits, complimentary tickets sales, television and radio programs, and endorsement or consultation contracts, if any, shall be verifiably reported to the Director.

Outside employment activities are independent of the Employee's University employment and the University shall have no responsibility or liability for any claims arising therefrom. In the event University dismisses the Employee or terminates this Employment Agreement, regardless of the reason or timing of such action, the Employee shall have no claim or cause of action against the University or its guarantors for loss of any contract or income he may have otherwise received from outside employment, including but not limited to, consequential, incidental, punitive, or any other types of damages of any nature.

The Employee agrees and covenants not to seek out or engage in any outside employment that in any way conflicts with any and all contracts held by the University or its affiliates. Employee agrees that any outside employment shall be in good taste and shall not be detrimental to the reputation, mission, or interests of the University. The University agrees that, during the Total Term of this Employment Agreement, the Employee may utilize his name and title in connection with permissible and approved outside employment and may also utilize terms signifying his role as the Head Intercollegiate Football Coach at the University. The Employee, without prior written permission of the Director, shall not use any University logo, symbol, insignia, indicia, trademark, or servicemark. Furthermore, Employee shall not develop, endorse, or market any other logo, symbol, insignia, indicia, trademark, or servicemark which would or could compete with those of the University, its affiliates, and/or any media rights holder or company. Any permission granted to the Employee to use any University logo, symbol, insignia, indicia, trademark, or servicemark shall be non-exclusive, non-transferable, and non-sub-licensable, and shall expire automatically upon the Employee's resignation or termination from employment and/or the expiration of this Employment Agreement.

L. Consulting or Endorsements.

Employee may serve on his own behalf as a consultant or may permit the use of his name, voice, or image to advertise or endorse products or services (whether or not athletically related) under the following conditions:

1. The product or service for which an entity seeks Employee to advertise or endorse may not be a service or product which competes with a service, product, or benefit for which the University, the Department of Intercollegiate Athletics, its supporting foundations, approved marketing contractor or multi-media rights holder has a contract for the benefit of the Department of Athletics or the University, unless a written waiver of this provision is signed by the Director or his designee; and
2. The endorsement or advertisement must not conflict with any University, Department of Intercollegiate Athletics, its supporting foundation, approved marketing contractor or multi-media rights holder contracts, including, but not limited to, any qualified sponsorship agreements and/or any sports marketing agreements or arrangements; and
3. The exposure must not be detrimental to the University or the Department of Intercollegiate Athletics in any way and must be in good taste; and
4. Approval of such consulting or endorsements must be obtained in advance from the Director or his designee in advance of the agreement and/or the provision of such services, which approval shall be in the Director's sole reasonable discretion; and
5. Any consulting or endorsement (whether written, verbal or otherwise) shall not violate any University, ACC or NCAA rules, regulations, and policies; and

6. Employee may not use in connection with any consulting or endorsement agreement or arrangement any logo of the University or any other such symbol, insignia, indicia, trademark, or servicemark, whether now or heretofore in existence, which suggests a relationship with the University or its athletic programs or which is or could be protected by any University copyright, trademark or other registration, without the prior express written permission of the Director, which permission may be withheld or conditioned.

7. Notwithstanding any provision herein to the contrary, Employee shall not in any way directly or indirectly represent or imply that the University endorses, recommends, approves, or prefers any organization, business, service, or product.

M. Staff Compensation

The salary pools for assistant coaches and football support staff positions shall be set at a level commensurate with high-level ACC football programs and peer institutions. The University acknowledges the approximate estimated pool for ten assistant coaches is \$5,250,000.

N. Moving/Relocation

University will reimburse Employee for his household moving expenses, in accordance with University policy. In addition, the University will reimburse Employee for storage of household goods for up to three (3) months, for temporary housing arrangements for up to three (3) months, and for up to two (2) "house-hunting" trips to Tallahassee, in an amount up to \$50,000.

#### **IV. DUTIES AND RESPONSIBILITIES**

In return for the compensation and payments set forth in Section III. above, and in addition to any other duties and responsibilities as set forth in this Employment Agreement, the Employee agrees to undertake and perform properly, efficiently and to the best of his ability, the duties and responsibilities of the position of Head Intercollegiate Football Coach for the University. Employee's duties and responsibilities shall include, but are not limited to, the following usual and customary Head Intercollegiate Football Coach activities:

A. Under the supervision and direction of the Director, Employee shall be responsible for the strategic planning, supervision, management, direction, and leadership of the Intercollegiate Football Program in an efficient and effective manner to achieve the goals and objectives of the Program and the Department of Intercollegiate Athletics as established by the Director. Said goals and achievements shall be in concert with the mission of the Department of Intercollegiate Athletics and the University, including, the planning, development, implementation, and maintenance of an NCAA Division I football program that is characterized by excellence, exemplified by academic achievement and development of character, maturity and sense of fair play in football.

B. Employee shall perform his duties and responsibilities under this Employment Agreement to the reasonable satisfaction of the Director, including but not limited to, the supervision and evaluation of assistant coaches and those support staff who report to and whose hiring and discipline is recommended by Employee, provide leadership for the effective recruiting, coaching, and instruction of student athletes, as well as, all responsibilities ordinarily associated with and performed by a Head Intercollegiate Football Coach at a member institution of the ACC or other major NCAA Division I institution. Subject to the prior approval of the Director, and to University and departmental budgetary and employment guidelines, policies, and regulations, Employee shall have the authority to select, supervise, discipline, and terminate assistant football coaches and other direct report (not to include medical and athletics' training staff) football staff-members. Nothing herein shall be construed as prohibiting or limiting in any way the Director's ability to supervise, discipline, or terminate any Department staff member, including but not limited to assistant football coaches and/or other employees that report directly to the Head Football Coach. Employee agrees to maintain a courteous and collegial working relationship with Athletics Department staff. Employee shall perform all job responsibilities set forth in this Employment Agreement and reasonably assigned by the Director, including without limitation: assisting in the development and implementation of recruiting plans and strategies consistent with all applicable NCAA and ACC regulations; and in general shall be responsible for evaluating, recruiting, training, conditioning, instructing, supervising, disciplining, and coaching student-athletes to prepare them to compete in the ACC and against major college competition on a national level.

C. Responsible for maintaining and observing the principles of institutional control over every aspect of the University's Intercollegiate Football Program and recognizing and respecting the attendant University relationships and organizational structure. Employee shall require and use his best efforts to ensure that institutional control of the football program is sustained through the development, implementation, and maintenance of a vigorous and effective program for compliance with and enforcement of all applicable NCAA and ACC regulations.

D. Subject to your primary duties as Head Football Coach, assisting in a reasonable manner with the development, direction, implementation and maintenance of a fundraising program for the benefit of the University and the Department. Employee acknowledges that the involvement and participation in fundraising is a substantial part of an intercollegiate head coach's job duties and responsibilities.

E. Requiring and using his best efforts to ensure that he and all personnel under his direct or indirect supervision and control abide by and comply with all laws, rules, and Regulations of the NCAA, ACC, and the University. Employee recognizes his affirmative obligation to, and is fully committed to, cooperate fully in any NCAA infractions process, including the investigation and adjudication of NCAA infractions.

1. For the purposes of this subsection, "Regulation" shall mean any current or future

law, rule, regulation, or interpretation of any thereof by the NCAA, the ACC, any other athletic conference in which the University's Intercollegiate Athletics Programs should in the future participate, or any other governing body hereafter having regulatory authority relating to the University's Department programs as well as any applicable laws enacted by the State of Florida and the U.S. Congress governing intercollegiate athletics. In the performance of his duties and responsibilities hereunder, and in addition to ensuring that all personnel under his supervision are apprised of the Regulations and that said personnel are instructed to comply strictly with the Regulations, the Employee covenants and agrees to personally comply with, and to exercise due care that all personnel, student athletes, and program supporters comply with the Regulations relating to recruiting and furnishing unauthorized extra benefits to recruits and student athletes, including without limitation, the purchase and sale of game tickets and furnishing unauthorized transportation, housing, and meals, and with the laws and Regulations relating to sports agents, gambling, betting, bookmaking, and the illegal sale, use, or possession of controlled substances, narcotics, or other chemicals or steroids.

2. Employee warrants to the University that he is familiar with, and understands, all of the existing Regulations. Employee shall use his best efforts to remain familiar with and understand all amendments to the Regulations. If the Employee has knowledge of, or has reasonable cause to believe, that a violation of any Regulation, University Policy, or law has taken place, the Employee shall inform the Director and/or designee, provided that if the Director appears to be responsible for the violation, the Employee shall immediately notify the University President with respect to ensuring the University's compliance with all Regulations. Furthermore, Employee shall take any reasonable and appropriate measures to bring the University into compliance with all Regulations, policies, and laws, to report any violations as required, and to prevent a reoccurrence of any such violation. The Employee shall assist in the establishment of an effective program to educate the University's personnel, athletes, and supporters of athletic programs, to further ensure compliance with all Regulations.

3. The Employee acknowledges and understands that current Regulations require his stipulation that if he is found in violation of NCAA Regulations he shall be subject to disciplinary or corrective actions as set forth in the provisions of the NCAA enforcement procedure, and the Employee hereby so stipulates. The parties acknowledge that this requirement is of paramount importance, and, should Employee commit any Level I NCAA violation, Level II NCAA violation, or multiple Level III NCAA violations hereunder which have the likelihood of resulting in sanctions being imposed on the University, or should Employee fail to promote an atmosphere of compliance within the program or fail to properly monitor activities of staff-members that are subject to his control which lead to the reporting or discovery of a Level I, Level II or continuous Level III violations, such act or failure to act shall be considered a substantial breach of this Employment Agreement and the University shall have the option, in addition to any other remedies it has, to unilaterally terminate this Employment Agreement by giving the Employee thirty (30) days written notice of such termination. This

remedy of termination of the Agreement by University hereunder may be imposed prior to a preliminary finding of violation by the NCAA pursuant to its Regulations. Furthermore, the Employee agrees that upon a preliminary finding of violation by the NCAA pursuant to its Regulations, he may be suspended from his duties by the University pending a final determination of that violation. Upon the expiration of the said thirty (30) day period, all financial and other obligations whatsoever by the University thereafter accruing to the Employee hereunder shall cease.

F. Reasonably assist Seminole Boosters, the University Alumni Association, the University Athletics Association, University Foundation, and other supporter activities.

G. Reasonably cooperate with news media.

H. Act and speak positively about the University and the University's athletic programs in private and public forums.

I. Perform duties and responsibilities while comporting himself at all times in a professional and personal manner consistent with good sportsmanship and with the high moral, ethical and academic standards of the University and the Department, the ACC, and the NCAA. At no time shall the Employee be involved in discreditable conduct that is inconsistent with professional standards of the University, or that is seriously prejudicial to the best interests of the University, or that violates the University's mission in a substantive manner.

J. Exercise due care such that any personnel under his responsibility or supervision shall comport themselves in a similar manner.

K. Make every reasonable effort to ensure that all student athletes' academic requirements are met in cooperation with and in support of the University faculty and administration.

L. Make reasonable efforts to participate and cooperate in endorsements, consultations, public appearances and other related duties as required by various University contracts and agreements including but not limited to those between the University and its multimedia rights partner, and between the University and NIKE, Inc., the provisions of which the Employee acknowledges full familiarity.

M. Conduct such travel as is necessary to carry out his duties accordingly. In this regard, the University will pay Employee's business-related travel expenses provided said expenses are permissible under applicable University Regulations and policies, subject to budgetary constraints and prior approval from the Director. Employee shall be personally responsible for all travel expenses that he incurs that are not covered by said Regulations and policies. Further, the University will cover the cost of one hotel room for Employee, his spouse and dependent children living at

home.

N. Perform the duties identified in the Employee's position description and such other specified duties typical of a Head Intercollegiate Football Coach as reasonably assigned from time-to-time by the Director, which shall include responsibility for the making of customary coaching decisions such as the development and implementation of the systems and strategies used on the field, conduct of practice and training, selection of student athletes for the Program, deployment of the athletes, and all other matters relating to practice and competition.

O. Compliance with the University's Trademark Licensing Program. Any use by Employee of the University's name, trademarks, logos or other marks shall be pursuant to requirements of the University Licensing Program.

P. Compliance with Federal, State, and University Laws, Regulations and Policies against discrimination. Employee warrants that he is aware of Federal, State, and University laws, regulations and policies against discrimination, in the admission, education, program participation and graduation of students, in the providing of financial assistance for students, and in the appointment, training, promotion, discharge and all other aspects of employment, on the basis of race, color, religion, sex, age, national origin, status as a military veteran, qualified disability, marital status, sexual orientation, gender identity, gender expression, or any other protected group status. The Employee shall comply with and provide leadership to the University in attaining the University policies and goals in this and other areas, as they may be modified from time to time.

Q. Compliance with all University Regulations and Policies, as amended from time to time. Employee will honor and comply with all current and future University rules, regulations, and policies. The Employee shall also endeavor to ensure that all personnel for whom he is administratively responsible, shall comply with the aforesaid policies, rules and regulations.

R. Support of University's Academic Standards. The Employee recognizes and supports the importance to the University of its academic policies, standards and requirements and the Employee hereby agrees to abide by and support these and any future academic standards adopted by the University, in all aspects of his duties as set forth herein.

S. Preservation of University's Reputation and Dignity. The Employee shall not disclose or use any secret, proprietary, or confidential information about the University or its business affairs or activities, all of which shall be deemed "confidential information," except during the term hereof and then only for the benefit of the University. The Employee, as a nationally recognized and notable spokesperson for intercollegiate athletics and education, shall support the University administration mission, policies, and decisions, in all of his dealings and activities with the public.

T. To the extent permitted by applicable law, regulation, or rule, Employee shall fully disclose



(it being acknowledged that Employee warrants and represents that prior to the execution of this Agreement he has fully disclosed) to the Director any information he has relating to: 1) any and all current or past investigations of alleged violations of conference or NCAA rules or regulations, or of any federal or state laws or regulations, in which he has been involved, or in which he has been alleged to have been involved, directly, indirectly, as a witness or in some other capacity; 2) any lawsuits filed against him in his official or personal capacity arising out of any of his prior employment relationships; 3) any and all instances in which he was investigated for misconduct related to the performance of his employment, including any alleged inappropriate misconduct involving former co-workers or student athletes under his direction; and 4) any and all past criminal charges regardless of disposition.

## V. TERMINATION OF EMPLOYMENT AGREEMENT

A. Termination by the University. Subject to the pertinent paragraphs of this Section V., the University may terminate this Employment Agreement on or before the end of the Total Term, during any portion of any Contract Year, or on or before the end of any extension thereof, for Cause herein defined and with notice pursuant to paragraph B below of this Section V., or without Cause and with notice as provided in paragraph E. below of this Section V.

B. Termination for Cause. The University may terminate this Employment Agreement for Cause hereinafter defined. For purposes of this Employment Agreement, the term "Cause" shall be defined to mean the occurrence or existence of any one or more of the following 1. through 14. (and the parties agree that each of the following numbered clauses shall be applied independently of the others and no single clause is intended, nor shall it be deemed, to limit or affect the interpretation of any of the other clauses):

1. The Employee's refusal to perform, material neglect of or inattention to, or deliberate and serious violation of Employee's duties or responsibilities specified in this Employment Agreement and the Head Coach's position description.

2. Insubordination.

3. The Employee's material failure to comport himself in a manner consistent with good sportsmanship or the moral, ethical or academic standards specified in this Employment Agreement and in University policies and regulations.

4. The Employee's conduct resulting in his conviction of, or pleading guilty or nolo contendere to, regardless of adjudication, the violation of a criminal statute (not including minor traffic offenses), whether or not relating to the Employee's employment and whether relating to any action and/or omission during the period of Employee's employment or, if not disclosed by the Employee to the University or its designee in writing prior to the execution of this Agreement, at any other time in the Employee's life. For purposes of termination of this

Agreement for cause, the parties agree that the conviction or plea will serve as conclusive evidence of the commission of the alleged crime by the Employee.

5. The Employee's misconduct, whether or not relating to the Employee's employment, which is inimical to or not in the best interest of the University or which violates the University's mission, interests, policies, and/or regulations, and which causes material damage to the reputation or dignity of the University or its athletics program.

6. The Employee's fraud and/or dishonesty in entering into, or in the performance of, the Employee's duties and/or responsibilities under this Employment Agreement, and/or if not disclosed by the Employee to the Director in writing prior to the execution of this Employment Agreement, the Employee's fraud and/or dishonesty in any other context, whenever occurring and whether or not relating to the Employee's employment, that adversely and materially reflects on and/or affects the reputation, mission, and/or interests of the University.

7. The material failure of the Employee to comply with applicable standards or regulations of the ACC or the NCAA, federal or state law, or Florida Board of Governors or University rules, regulations, or policies, as amended from time to time, regardless of whether such violation results in the imposition of sanctions or other consequences; or the material failure of any other person under Employee's supervision and direction to comply with such standards or regulations where the noncompliance is the result of Employee's failure, pursuant to his responsibilities under NCAA Bylaw 11.1.1.1, to promote an atmosphere of compliance and monitor the activities of those persons who report to Employee.

8. The Employee's failure to promote an atmosphere of compliance and/or properly and effectively monitor personnel under his supervision and direction which results in material non-compliance by Employee's personnel with applicable standards or regulations of the ACC or the NCAA, federal or state law, or Florida Board of Governors or University rules, regulations, or policies, as amended from time to time, regardless of whether such violation results in the imposition of sanctions or other consequences.

9. The Employee's material breach of any of the provisions of this Employment Agreement.

10. The Employee's failure to fully cooperate in the enforcement and implementation of any drug testing and/or education program established by the University, the ACC, the NCAA, and/or pursuant to federal or state law that is applicable to student athletes and/or other employees of the University.

11. Failure by Employee to respond accurately and fully, to the best of his ability within a reasonable time, to any request or inquiry relating to the performance of Employee's duties

hereunder or the performance of Employee's duties during any prior employment at any other institution of higher learning propounded by the University, NCAA, the ACC or other governing body having supervision over the athletic programs of University or such other institution of higher learning, or required by law, Governing Athletic Rules or University Rules, as determined by University.

12. Employee's instruction to any employee, student or other person to respond inaccurately and incompletely to any request or inquiry concerning a matter relevant to University's athletic programs or other institution of higher learning which shall be propounded by University, the NCAA, the ACC or other governing body having supervision over the athletic programs of University or such other institution of higher learning, or required by law, Governing Athletic Rules or University Rules, as determined by University.

13. Soliciting, placing or accepting by Employee of a bet on any intercollegiate or professional athletic contest, or permitting, condoning or encouraging by Employee of any illegal gambling, bookmaking or illegal betting involving any intercollegiate or professional athletic contest whether through a bookmaker, a parlay card, a pool or any other method of organized gambling; or furnishing by Employee of information or data relating in any manner to any sport to any individual known by Employee to be or whom Employee should reasonably know to be a gambler, better or bookmaker, or an agent of any such person, or the consorting or associating by Employee with such persons, as determined by University.

14. Failure by Employee to report promptly to the Director in writing any violations or potential violations known to Employee of Governing Athletic Rules or University Rules including, but not limited to, those by Employee, the assistant coaches, students or other persons under the direct control or supervision of Employee, as determined by University.

C. Effect of Termination for Cause.

1. In the event this Employment Agreement is terminated for Cause, as herein defined, this Employment Agreement shall at once cease and terminate, and the Employee shall be subject to immediate dismissal at the University's discretion. Further, the University shall be under no further financial or other obligation whatsoever to the Employee, except to pay him such amounts as are due him for actual services rendered and academic or performance achievements already earned, and to reimburse him for University authorized business expenses already incurred, up to the date of the termination.

2. The Employee shall have the right, upon written request, for an opportunity for review and hearing before the University President or in exigent circumstances, his designee relative to any termination of this Employment Agreement for Cause. This right shall be the Employee's exclusive opportunity for review and hearing relative to any termination of this Employment Agreement for Cause and the Employee hereby waives his right to any other

hearing provided in the Florida Administrative Procedures Act, Chapter 120, Florida Statutes, as amended, or in any rules, policies or regulations of the Florida Board of Governors and the University, as amended from time to time. The determination of the University President in such case shall constitute final agency action.

D. Other Effects of Termination for Cause.

It is expressly understood that in the event of the Employee's termination for Cause, the University shall not be obligated or liable to the Employee for any lost endorsement income, bonuses, or any other outside income from third parties.

E. Termination Without Cause.

The University, in its sole discretion, shall have the right to terminate this Employment Agreement without Cause and at any time upon written notice to the Employee of such termination. Notwithstanding any terms or provisions of this Employment Agreement which might be interpreted to the contrary, or unless otherwise specifically agreed to in writing, Employee's employment relationship with the University as Head Football Coach shall terminate upon delivery of the notice of termination or as otherwise set forth in the notice of termination. In the event of such notice of termination pursuant to this subsection V.E., the parties further agree that the damages incurred by Employee would be uncertain and not susceptible to exact computation. Accordingly, it is understood and agreed that any and all claims which may arise in Employee's favor against the University and its Board of Trustees, employees, and agents by reason of such termination shall be strictly and solely limited to an amount of liquidated damages as described in this subsection V.E.

University, and if applicable, the University in conjunction with the University Athletics Association, shall pay Employee for the period remaining in the Total Term, effective as of the date of termination (the "Termination Period"), an amount equal to 85% of the Total Annual Compensation as referenced in Sections III.A and III.B, that would be due during the otherwise unexpired Total Term, less required deductions and applicable withholdings for federal, state, and local taxes (the "Termination Amount"). With respect to partial years, the amount owed to Employee shall be prorated on a daily basis.

Upon notice to the Employee by University of its election to terminate pursuant to this subsection V.E., the Employee shall be obligated to mitigate the University's financial obligation by immediately utilizing his best efforts to obtain full-time subsequent employment in a comparable position, which is not limited to a head coaching position at a Power Five Conference. This obligation includes a duty to seek a market-rate salary, which is more than nominal compensation, for the subsequent employment. If Employee obtains such other employment, or any other employment, during the Termination Period, Employee shall promptly provide written notice to the University describing the position and the annual gross cash salary and all other benefits and conditions of employment. Employee shall provide the University on an ongoing basis with the information reasonably requested which is necessary to implement the University's obligations

under this subsection V.E. and shall promptly respond to any reasonable inquiries from the University. Upon request, Employee shall provide information related to all efforts to obtain subsequent employment and all offers of employment that have not been accepted by him. The University's obligation shall be subject to a mitigation offset in the event Employee secures subsequent employment prior to University's full satisfaction of the remaining Termination Amount. In the event that the Employee secures such employment, the amount due to the Employee under the terms of this subsection V.E. shall be reduced on a dollar-for-dollar basis by the amount earned by the Employee in such new employment during the remaining Termination Period.

The University, and if applicable the University Athletics Association, shall pay the remaining Termination Amount to Employee in one of the following methods, at the University's sole discretion: (i) in equal monthly installment payments to Employee over the remaining Termination Period, as set forth in this subsection V.E., which shall be reduced as defined herein by the prorated amount of Employee's annual gross cash compensation from his new employment, or (ii) All University obligations to Employee for payments under this subsection V.E. shall cease upon payment of a lump sum to Employee in an amount equal to the present value of a stream of payments over the remaining Termination Period, reduced by the prorated amount of Employee's annual gross cash salary guarantee at his new employment, discounted at the 3-year Treasury Constant Maturity Rate.

The Termination Amount will be paid, as required by law, regulations, and policies, and as reflected in the University Athletics Agreement executed concurrently with this Employment Agreement.

The parties have bargained for and agreed to the forgoing liquidated damages provisions, giving consideration to the fact that Employee will lose certain benefits, supplemental compensation, or outside compensation related to employment as Head Football Coach, which damages are extremely difficult to determine with certainty. The parties agree that payment to Employee of the liquidated damages provided in this subsection V.E. shall constitute adequate and reasonable compensation to Employee for the damages and injury suffered by Employee as a result of the termination of this Employment Agreement by the University. Upon payment of such liquidated damages to Employee, Employee does hereby waive and release the University, its Board of Trustees, administrators, employees, and agents from any and all claims of any nature whatsoever, which may arise by reason of such termination, including, but not limited to any benefits of employment or other income which may accrue to Employee by reason of Employee's position as Head Football Coach.

If Employee is terminated without cause, the University agrees to engage in a good faith discussion and review regarding the applicability of Internal Revenue Code §409A and §457(f) to such guarantee payment structure, and pending such review, agrees to make any necessary accommodations (not to include any increase or decrease in the applicable amount) in such payment structure to comply therewith.

F. Termination by the Employee.

Upon reasonable notice and subject to Employee's covenant to execute the payment of the Liquidated Damages in accordance with the terms and conditions set forth in subsection II.C of this Employment Agreement, the Employee may terminate this Employment Agreement. Upon such termination by the Employee, the University shall be under no further financial or other obligation whatsoever to the Employee, except to pay him such amounts as have been previously earned and are due him for actual services and/or academic or performance achievements already earned, and to reimburse him for University authorized business expenses already incurred up to the date of the termination.

G. Termination by Disability or Death.

It is expressly understood and agreed that this is a personal service agreement between the University and the Employee and that in the event of the incapacity of the Employee to the degree that he is rendered incapable of performing the obligations and duties contained herein for a period of not less than ninety (90) consecutive days, as certified by two (2) physicians selected or approved by the University, or his untimely demise, this Employment Agreement shall terminate and the University shall have no further financial or other obligation whatsoever hereunder except for the payment of compensation to Employee as though termination were by the Employee pursuant to subsection V.F. herein.

H. Termination by Mutual Agreement.

This Employment Agreement shall be subject to termination by mutual agreement of the parties in writing at any time.

**VI. RESOLUTION OF DISPUTES, EQUITABLE RELIEF**

A. Resolution Time Period.

Specifically excepting actions for equitable relief as provided herein at subsection VI.B., no action to enforce any of the provisions of this Employment Agreement shall be filed in any court until the party claiming to be aggrieved shall first have delivered to the other a written notice of intention to file suit, including an outline of complaints. This notice shall be delivered at least thirty (30) days before any suit is filed, and the parties shall use that period to engage in good-faith negotiations aimed at resolving the dispute without litigation. This paragraph is not intended to limit or circumscribe the legal rights of any party thereto, but rather to ensure that parties exhaust all avenues of seeking a mutually agreeable accommodation of their differences before instituting litigation. In any situation where the terms of this paragraph might affect the legal rights of any party hereto, the parties all stipulate to appropriate extension of limitation periods and other matters to eliminate any such potential effects.

B. Equitable Relief Appropriate.

The parties recognize and agree that the Employee has extraordinary and unique skill and ability, and his services cannot be readily or easily replaced or the loss thereof adequately compensated for in money damages. The parties agree that a breach of this Employment Agreement by the Employee will cause irreparable injury to the University. Therefore, subject to the terms and conditions contained herein, and more specifically contained in Sections II.C., II.D., and V.F., the University shall have the right to obtain from any court having jurisdiction, such equitable relief as may be appropriate, including a decree enjoining the Employee from participating in any activity which constitutes a breach of this Employment Agreement or enjoining the Employee from engaging in any athletic-related activity not contemplated herein.

**VII. GENERAL PROVISIONS**

A. Governing Law; Venue.

This Employment Agreement shall be governed by and construed under the laws of the State of Florida. Any action to enforce any of the provisions of this Employment Agreement shall be filed in Tallahassee, Leon County, Florida.

B. Waiver.

Failure to insist upon strict compliance with any term, covenant or condition of this Employment Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Employment Agreement shall be deemed a waiver of it at any other time.

C. Severability.

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

D. Modification.

This Employment Agreement shall not be extended, changed or modified, except in writing duly executed by all parties hereto.

E. Binding on Parties.

This Employment Agreement shall be binding upon the heirs, successors or assigns of the parties hereto. The Employee's obligations under this Employment Agreement, however, may not be delegated nor assigned, except as provided for herein and consistent with the University's policies.

F. No Anticipatory Assignment.

Neither the Employee, his legal representative, nor any beneficiary designated by him, shall

have any right, without the prior written consent of the University, to assign, transfer, pledge, hypothecate, anticipate, or commute, any payment to become due in the future pursuant to any provision of this Employment Agreement, to any person.

G. Entire Agreement.

This is the entire Employment Agreement of the parties and there are no conditions precedent or subsequent, amendments, oral agreements, or "side deals" which are not described in this Employment Agreement. If any other person has agreed or promised anything of value to the Employee, the University shall not be liable for the value of such other agreement or promise, even if the University knows of such other agreement or promise.

H. Headings.

Headings in this Employment Agreement are for convenience only and shall not be used to interpret or construe its provisions.

I. Ambiguity.

This Employment Agreement has been negotiated by all parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any party as the author hereof.

J. University a State Instrumentality.

It is expressly agreed among the parties that the University is an instrumentality of the State of Florida and that nothing contained herein shall be construed as a waiver or relinquishment by the University to claim such exemptions, privileges and immunities as may be provided by law.

K. Force Majeure.

It shall not be considered a default and none of the parties shall be obligated to perform his or its obligations hereunder in the event such performance is substantially delayed or prevented by a Force Majeure, which shall be interpreted to mean any cause beyond the reasonable control of the party affected, provided such cause is brought to the attention of the other parties immediately by said party. Such cause shall include, but not be limited to, an act of God, disturbance, hostility, war, revolution, strike, lockout, epidemic, accident, fire, wind or rain storm, flood, or any requirements of law.

L. Notice.

All notices under this Employment Agreement shall be in writing and shall be deemed to have been given when delivered by certified United States mail, return receipt requested, with sufficient postage prepaid thereon, or by hand delivery, or via overnight delivery service (e.g. FedEx, UPS, U.S. Postal Service, et al), and addressed as follows:



To University: David Coburn  
Director of Intercollegiate Athletics  
Florida State University  
Athletics Administration  
403 Stadium Drive West – D4200  
Tallahassee, FL 32306

Copy To: Carolyn Egan  
General Counsel  
Florida State University  
222 S. Copeland St.  
Westcott Building Suite 211  
Tallahassee, FL 32306

To Employee: Coach Michael K. Norvell  
Head Intercollegiate Football Coach  
PO Box 2195  
Tallahassee, FL 32316

Copy to: Jimmy Sexton and Joseph E (Rick) Landrum  
CAA Sports  
6075 Poplar Ave Ste 410  
Memphis, TN 38119  
Via email: rlandrum@caa.com

M. Counterparts/Facsimile Execution.

The original and one or more copies of this Employment Agreement may be executed by one or more of the parties hereto, in which event, all of such executed copies shall have the same force and effect as the executed original, and all such counterparts, taken together, shall have the effect of a fully executed original. Further, the parties to this Employment Agreement agree that the transmittal of signatures or of signed copies of this Employment Agreement by facsimile machine, or by electronic transmission (e-mail), constitutes good and valid execution respecting this Employment Agreement and is legally binding upon the parties.

IN WITNESS WHEREOF, we have affixed our signatures on the date indicated below in Tallahassee, Florida.

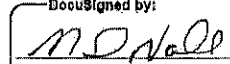
FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES, for and on  
behalf of its Department of Athletics

EMPLOYEE

By:

By:

  
JOHN E. THRASHER Date  
President, Florida State University

DocuSigned by:  
 12/7/2019  
MICHAEL K. NORVELL Date  
Head Football Coach

APPROVED

As to Form and Legal Sufficiency

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Office of the General Counsel

By: 

Carolyn Egan  
General Counsel

