

## **HEAD FOOTBALL COACH**

### **EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into by and between the University of Connecticut ("UConn") and Randy Edsall ("Edsall"). This Agreement becomes effective as of January 3, 2017 (the "Effective Date") following execution by both parties and Edsall's bargaining unit, the AAUP, regardless of the date of execution. Capitalized terms used, but not defined, in this Agreement shall have the meanings ascribed to them in Exhibit A.

In consideration of the mutual covenants and conditions set forth herein, UConn and Edsall hereby agree as follows:

#### **1. PURPOSE**

UConn and Edsall desire to enter into this Agreement to set forth the terms upon which UConn will employ Edsall, and subject to those terms, Edsall will serve as the Head Football Coach of UConn's intercollegiate football program (the "Football Program") for the period of time provided herein. This Agreement in no way grants Edsall a claim to tenure in employment, nor shall Edsall's service pursuant to this Agreement count in any way toward tenure at UConn.

Edsall shall serve under the immediate supervision of the Athletic Director. UConn agrees that it may not assign Edsall to any position other than Head Football Coach without Edsall's prior written approval. In the event the Football Program is no longer a member of its current athletic conference, the American Athletic Conference, the parties agree to engage in good faith discussions and/or negotiations regarding the terms of this Agreement.

Edsall recognizes the importance of the maintenance and observance of the principles of institutional control, as required by the Governing Athletic Rules, over every aspect of the Football Program, and Edsall agrees to recognize and respect the organizational structure of UConn in the execution of his duties under this Agreement.

#### **2. TERM**

The initial term of this Agreement shall commence on the Effective Date and expire on December 31, 2021 (the "Term"), unless earlier terminated as provided herein. The Athletic Director may initiate discussions with Edsall to extend the Term for an additional two (2) years at any time prior to January 1, 2019. Both UConn and Edsall must sign a written agreement to extend the Term. Edsall agrees that oral agreements from any official (including the Athletic Director) to extend this Agreement are invalid and non-binding.

#### **3. DUTIES AND RESPONSIBILITIES**

**A. Recognition of Duties.** Subject to the terms and conditions set forth in this Agreement, during the Term, Edsall shall devote his reasonable efforts, energies and abilities on a

full-time basis to the leadership, supervision, administration and promotion of the Football Program. Edsall will report directly to, and act and perform to the reasonable satisfaction of, the Athletic Director.

**B. Duties and Responsibilities.** During the Term, Edsall shall be responsible, at a minimum, for the duties normally associated with an intercollegiate head football coach who coaches an elite NCAA Division I university football program. Edsall's specific duties and responsibilities shall be the following:

(1) Edsall will be responsible for coaching decisions customary of a head football coach who coaches an elite NCAA Division I university football program, including the systems and strategies used on the field (both in practice and actual game play), conduct of practice and training, selection of team members, position assignment of players and all other matters relating to the preparation, practice for and playing of games.

(2) Edsall shall diligently seek to understand, observe and uphold all academic standards and requirements of UConn, including the University Rules and Governing Athletic Rules, and diligently seek to ensure compliance of the same by the Football Program's student-athletes, coaches and staff. Edsall agrees to diligently seek to comply with, enforce and support the academic priorities for the Football Program established by UConn's Student-Athlete Success Program and related academic directives issued by the Athletic Director and/or UConn's President. In fulfilling his duties under this Section 3.B(2), Edsall will work in conjunction with, and may reasonably rely upon the advice or information provided by authorized representatives of, the compliance department that supports UConn's Division of Athletics.

(3) Edsall will diligently seek to comply with the academic policies, standards and goals established by UConn and the NCAA. Edsall shall diligently seek to maintain an environment in which the pursuit of higher education is of the highest priority as reflected by standards such as class attendance, grade point averages, the NCAA academic progress rates (APR), and the NCAA and federal graduation rates. Edsall shall diligently seek to support, comply with and enforce all measures and provisions of an annual academic plan for the Football Program developed by UConn's Student-Athlete Success Program.

(4) Edsall will ensure that he and his staff and assistant coaches endeavor to recruit student-athletes who are likely to meet UConn and the NCAA's academic requirements.

(5) Edsall will use reasonable efforts to integrate the student-athletes and Football Program into the whole spectrum of academic life so as to complement UConn and its mission.

(6) Edsall will oversee all aspects of prospective student-athlete recruiting, including recruiting contacts, evaluations, official visits, telephone calls and other

communications, and any travel-related activities of prospective student-athletes and the Football Program's coaches and staff.

(7) Edsall agrees to arrange for the scheduling of games for the Football Program and agrees that such scheduling will be mutually coordinated and agreed upon with the Athletic Director, in consideration of the overall needs of the Football Program. Edsall will use reasonable efforts to arrange travel and scheduling by student-athletes in such a manner as to minimize lost classroom time. The Athletic Director or the Athletic Director's designee will be the final authority on scheduling decisions.

(8) Edsall shall diligently seek to maintain and enforce conduct rules (both on and off the field), disciplinary rules and sanctions, fairly and uniformly for all student-athletes in the Football Program.

(9) Edsall shall diligently seek to adhere to UConn's Division of Athletics department policy and procedures, as adopted and published from time to time, and shall have team rules which must be approved by the Athletic Director prior to implementation or enforcement.

(10) Edsall has authority and responsibility to make decisions as to the hiring, continued employment, job titles, compensation and discharge of assistant coaches and all other staff personnel employed exclusively for the Football Program. All such decisions shall be made in consultation with the Athletic Director and are subject to the prior approval of the Athletic Director and will be in accordance with the policies and procedures of UConn's Human Resources guidelines and any applicable collective bargaining or labor agreements. Notwithstanding the foregoing, Edsall acknowledges that his son is currently employed as a coach in the Football Program. Edsall may not be a direct or indirect supervisor of his son or take any action which would affect his son's financial interest as a UConn employee under the University Rules. Edsall's son and other individuals employed in the Football Program that the Athletic Director may identify from time to time as having supervisory or management responsibility for Edsall's son will report to an individual other than Edsall that is designated by the Athletic Director. This individual will be responsible for supervising and taking any employment action concerning the employment of Edsall's son or such other individuals identified by the Athletic Director at UConn. Edsall is prohibited from taking any employment action regarding Edsall's son or such other individuals identified by the Athletic Director or any action on behalf of Edsall's son or any such other individuals, except in compliance with the procedure established under the University Rules, including completion of the Conflict of Interest Disclosure forms when required and other applicable compliance standards, including the standards described in Connecticut Ethics Commission Advisory Opinion Nos. 88-8 and 94-5. Edsall may not use Edsall's position to influence an employment action of any other employee if such action would benefit Edsall's son.

(11) Except for Edsall's son and other individuals employed in the Football Program that the Athletic Director may identify from time to time as having supervisory or management responsibility for Edsall's son as noted above, Edsall agrees to conduct

annual performance evaluations for all assistant coaches and to diligently seek to ensure that such assistant coaches comply at all times with all Governing Athletic Rules and University Rules.

(12) Except for Edsall's son and other individuals employed in the Football Program that the Athletic Director may identify from time to time as having supervisory or management responsibility for Edsall's son as noted above, the employees referred to directly above in subsections (10)-(11) will report directly to and be supervised by Edsall.

(13) Edsall shall diligently endeavor to promote the Football Program, UConn's development activities, the UConn Foundation and other UConn-affiliated organizations. Such cooperation includes (i) attendance and participation at meetings, events, and media outlets of UConn and UConn-affiliated organizations; (ii) performance of promotional services; and (iii) personal appearances, in each case, as reasonably requested by the Athletic Director, provided such appearances are at times and places mutually convenient and do not interfere with Edsall's primary coaching responsibilities.

(14) Subject to Edsall's primary coaching responsibilities, Edsall will be reasonably required to assist in the production of and appear and participate in radio or television shows that feature the Football Program, including weekly and pre- and post-game radio and television shows and other specially-produced programs.

(15) Subject to Edsall's primary coaching responsibilities, Edsall will be reasonably required to personally attend speaking engagements and other events, as determined by the Athletic Director.

(16) Subject to Edsall's primary coaching responsibilities, Edsall will use his good-faith efforts to continue raising funds necessary to adequately fund UConn's intercollegiate athletics department (including the Football Program).

(17) If UConn enters into agreements with various media and rights partners to market and promote UConn's intercollegiate athletics programs (including the Football Program), then in accordance with the terms of such agreements, Edsall will participate in production, publicity, promotion and related activities required by such agreements, as may be reasonably requested by the Athletic Director, upon consultation with Edsall in respect of the times, places and nature of activities requested of Edsall and subject to Edsall's primary coaching responsibilities. IMG College and SNY currently have agreements with UConn for certain media and promotional activities and Edsall shall observe and comply with the terms of such agreements to the extent Edsall is advised of their terms.

(18) If UConn enters into agreements with various manufacturers and distributors to provide athletic equipment, supplies, and accessories ("Products") for UConn's intercollegiate athletics department (including the Football Program), then as required by and in accordance with the terms of such agreements, Edsall will participate in promotional activities and endorse those Products that are provided for use in the Football Program, as may be reasonably requested by the Athletic Director, upon consultation with

Edsall in respect of the times, places and nature of activities requested of Edsall and subject to Edsall's primary coaching responsibilities. Edsall, the assistant coaches, student-athletes and other personnel of the Football Program will be required to use the Products in practice, games, and at public appearances and comply with the obligations set forth in any such agreements to the extent Edsall is advised of such obligations. Edsall may keep Products provided to him by UConn for such purposes. Nike currently has an agreement with UConn for the supply and use of Products by UConn's intercollegiate athletics department (including the Football Program) and Edsall shall observe and comply with the terms of such agreement to the extent Edsall is advised of its terms.

(19) Edsall will be a Campus Security Authority ("CSA") as defined by the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act. As a CSA, Edsall will diligently seek to comply with the University Rules applicable to the reporting of crime statistics and related information to the official designated by UConn for the purposes of Clery Act reporting.

(20) In compliance with Title IX of the Education Amendments of 1972, Edsall will be a "Responsible Employee" as defined by the University Rules and the Policy Against Discrimination, Harassment, and Related Interpersonal Violence. As a Responsible Employee, Edsall will report incidents of prohibited conduct (including sexual assault, intimate partner violence and stalking) of which he is aware to UConn's Title IX Coordinator or other appropriate designee as required by the University Rules.

(21) Edsall shall also perform such other duties and responsibilities that are customary of a head football coach who coaches an elite NCAA Division I university football program and that may be reasonably assigned from time-to-time by the Athletic Director.

**C. Governing Athletic Rules and University Rules.**

(1) Edsall shall diligently seek to know, recognize and comply in all respects with the Governing Athletic Rules and University Rules and all interpretations and decisions thereof issued by UConn. Edsall shall cooperate fully with and assist the NCAA enforcement staff, the Committee on Infractions and the Infractions Appeals Committee to further the objectives of the NCAA and its infractions program, including in the investigation and adjudication of a case, as required by the Governing Athletic Rules.

(2) Edsall shall promote an atmosphere of compliance within the Football Program and diligently monitor the activities regarding compliance of all coaches and other staff involved with the Football Program who report directly or indirectly to Edsall. If, at any time during the Term, Edsall knows or has reasonable cause to believe that he or any student-athlete, student, faculty member, or agent or employee of UConn (including any assistant coaches and other staff involved with the Football Program), or any outside individual, has violated, or allowed or caused to be violated, any Governing Athletic Rule or University Rule, or if Edsall receives notice or information that the NCAA or the Conference intends to investigate or to review any alleged violations of Governing Athletic

Rules or University Rules, or if Edsall receives notice or information that any University Rule or Governing Athletic Rule is alleged to have been violated by any student-athlete or coach within the Football Program, including himself or any assistant coaches and other administrators involved with the Football Program, he must promptly report such information, knowledge or belief to the individual or individuals responsible for overseeing compliance issues within UConn's Division of Athletics, who shall be made known to Edsall by the Athletic Director. Such information, knowledge or belief must also be promptly reported to the Athletic Director unless there are allegations that the Athletic Director was complicit in the alleged violation, in which case, it must be reported to UConn's President.

(3) UConn may, subject to Section 6.A below, suspend Edsall with or without pay during the pendency of any review or investigation by UConn, the Conference or the NCAA if UConn, in good faith, believes that Edsall: violated any material Governing Athletic Rules or University Rules; failed to report a violation of any material Governing Athletic Rules or University Rules that Edsall knew about; or failed to prevent or stop a violation of any material Governing Athletic Rules or University Rules within Edsall's area of responsibility while employed by UConn. In the event Edsall is cleared of any such violation, UConn shall pay all monies withheld during the suspension (if any) that would have been payable to Edsall had he not been suspended within thirty (30) days of the determination that no violation occurred.

(4) If UConn determines, in good faith, that (a) Edsall or any of the Football Program's coaches and staff violated any material Governing Athletic Rules or University Rules, failed to report a violation of any material Governing Athletic Rules or University Rules that Edsall knew about, or failed to prevent or stop a violation of any material Governing Athletic Rules or University Rules within Edsall's area of responsibility while employed by UConn, or (b) during Edsall's prior employment at another NCAA member institution, Edsall committed a Level 1 or Level 2 NCAA violation, failed to report a Level 1 or Level 2 NCAA violation that Edsall knew about, or failed to prevent or stop a Level 1 or Level 2 NCAA violation, then, in each case, Edsall shall be subject to disciplinary or corrective action and any applicable enforcement procedures and discipline in proportion to the violation as determined in good faith by UConn and as may be required under the Governing Athletic Rules or University Rules, including suspension without pay or UConn's termination of Edsall's employment and this Agreement for just cause pursuant to Section 6.A. In the event Edsall is cleared of any such violation, UConn shall pay all monies withheld during any suspension that would have been payable to Edsall had he not been suspended within thirty (30) days of the determination that no violation occurred. In the event Edsall's employment is terminated pursuant to Section 6.A for circumstances giving rise to UConn's right to terminate Edsall's employment pursuant to this Section 3.C, and Edsall is subsequently cleared of the violation that was the basis for such termination and of all other bases for such termination stated in UConn's notice of termination for "just cause" pursuant to Section 6.A, the termination will be deemed a termination pursuant to Section 6.B and subject to the payment obligations provided therein as if Edsall had been terminated pursuant to Section 6.B on the initial termination date.

#### **4. RESTRICTED ACTIVITIES**

**A.** Edsall shall not engage in any other employment, act in a consulting or independent contractor capacity to any person, partnership, association or other business, or receive any compensation or benefits from sources outside of UConn, other than from passive investments available to the general public and not otherwise prohibited by the Governing Athletic Rules or the University Rules, without the Athletic Director's prior written approval, which approval shall not be unreasonably withheld or delayed. The Athletic Director will be entitled to condition or withhold any such approval in accordance with the Governing Athletic Rules or University Rules or if any such proposed engagement violates the terms of UConn's contracts with media and rights partners, manufacturers or distributors of Products, or other business partners. Approval shall be required annually. Each request for approval must be in writing and shall specify (i) the source and amount of the compensation or benefits to be received, and (ii) the nature of the activities to be performed in sufficient detail for the Athletic Director to be able to effectively evaluate the request. Edsall shall make a written annual report specifying the amount of all compensation and benefits from approved sources outside of UConn and provide such other information concerning such compensation and benefits as and when requested by the Athletic Director from time to time during the Term. Such report will include, but not be limited to, all athletically related income or benefits, such as income from endorsement or consultation contracts with apparel companies, equipment manufacturers, television and radio programs, as well as income from ownership, control or management of a foundation, organization or other entity, that Edsall has been authorized to receive from a source other than UConn and is required to report by the Governing Athletic Rules. All activities approved by the Athletic Director shall be conducted in accordance with the Governing Athletic Rules and University Rules. UConn will maintain the confidentiality of any financial information disclosed to UConn by Edsall pursuant to this paragraph in accordance with the Governing Athletic Rules and University Rules.

**B.** Except when Edsall is required by UConn to promote or appear in advertisements of or consult with regard to athletic equipment or accessories for the purpose of complying with contractual obligations of UConn, the name, marks or logos of UConn may not be used, and Edsall may not be identified as the Head Football Coach of UConn, (1) for purposes related to any employment, consulting or similar activities of Edsall, other than for UConn, or (2) in connection with Edsall's endorsement, support, promotion or advertisement of any person, partnership, association or other business or any product or service approved by the Athletic Director hereunder.

**C.** Subject to obtaining the Athletic Director's prior written approval pursuant to Section 4.A above, Edsall may, at his sole and exclusive option, conduct youth football camps ("Camps"). Edsall may use UConn's facilities and services in the conduct of the Camps, subject to availability and pursuant to the terms of a written agreement between Edsall and UConn. Edsall shall be charged the rates established by UConn for such facilities and services in the manner it establishes rates for others for similar uses of facilities and services. Edsall shall be responsible for all costs related to the Camps and Edsall may retain all income therefrom.

#### **5. COMPENSATION AND BENEFITS**

A. **Base Salary.** The guaranteed annual base salary for duties performed by Edsall as Head Football Coach shall be \$400,000 (the "**Base Salary**"). The Base Salary shall be payable in accordance with UConn's standard payroll practices as in effect from time to time, which practices are currently biweekly. The Base Salary shall not decrease during the Term and Edsall shall not be eligible for annual percentage and merit increases in salary provided under the then-existing and applicable Collective Bargaining Agreement between UConn and Edsall's bargaining unit, the AAUP.

B. **Supplemental Salary.**

(1) In addition to the Base Salary, Edsall shall receive \$600,000 per year for the performance of media and speaking appearances, fundraising and development activities, public outreach and other similar responsibilities associated with the position of Head Football Coach at UConn, including those responsibilities described in Sections 3.B(13)-(18) above (the "**Supplemental Salary**"). The Supplemental Salary, together with any increases in the Supplemental Salary earned pursuant to Section 5.B(2) below, shall be payable in four (4) equal installments within thirty (30) days following the end of each calendar quarter (*i.e.*, March 31st, June 30th, September 30th and December 31st). In the event that this Agreement is terminated pursuant to Section 6 prior to the expiration of the Term, the next quarterly installment of the Supplemental Salary due hereunder shall be prorated up to and including the termination date and such prorated Supplemental Salary shall be deemed earned by Edsall and paid in accordance with the terms of Section 6. By way of example only, if the Supplemental Salary is increased to \$700,000 pursuant to Section 5.B(2) for the fiscal year commencing July 1, 2018 and this Agreement is terminated pursuant to Section 6 on August 30, 2018, Edsall shall be entitled to receive a prorated Supplemental Salary of \$116,666.67 paid in accordance with the terms of Section 6.

(2) The Supplemental Salary may increase following each fiscal year, beginning with the fiscal year commencing July 1, 2018, by an amount not to exceed \$100,000 per year, based on the Annual Bonus (as defined below) earned by Edsall during the prior fiscal year, subject to the conditions set forth in Section 5.D(4). Annual increases to Edsall's Supplemental Salary by the Annual Bonus amount earned in the prior fiscal year shall be cumulative and thus carry over to the following fiscal year.

By way of example only, if Edsall earns an Annual Bonus of \$25,000 during the fiscal year ending June 30, 2018, the Supplemental Salary shall increase by \$25,000 (*i.e.*, the Annual Bonus amount) such that Edsall's Supplemental Salary for the fiscal year commencing July 1, 2018 shall be \$625,000; and if Edsall earns an Annual Bonus of \$150,000 during the fiscal year ending June 30, 2019, the Supplemental Salary shall increase by an additional \$100,000, in addition to the \$25,000 increase in effect as of the fiscal year commencing July 1, 2018, such that Edsall's Supplemental Salary for the fiscal year commencing July 1, 2019 shall be \$725,000.

C. **Fringe Benefits.** Edsall will be entitled to receive all other regular employment benefits provided by UConn to similarly-situated, non-tenured members of Edsall's bargaining



unit, the AAUP. Edsall acknowledges and agrees that such regular employment benefits may be modified from time to time, including terminated, as provided for by legislative or other action of the State of Connecticut or by action of UConn or UConn's Board of Trustees.

**D. Bonus Compensation.**

(1) Edsall may receive additional compensation of an amount not to exceed \$150,000 in any fiscal year, beginning with the fiscal year commencing July 1, 2017, upon Edsall's satisfactory achievement of the performance goals established for such fiscal year (the "Annual Bonus"). The Athletic Director shall establish, after reasonable consultation with Edsall, the performance goals for each fiscal year.

(2) In addition to the Annual Bonus, Edsall may receive additional incentive-based compensation for the satisfaction of the objectives, and in the amounts, described in Exhibit B (the "Performance Incentives").

(3) The Athletic Director shall determine, in the Athletic Director's reasonable discretion, Edsall's achievement of the goals necessary to earn the Annual Bonus and the Performance Incentives. The Annual Bonus and the Performance Incentives shall be earned when achieved, and if earned, are payable within thirty (30) days of the achievement of such goals whether or not Edsall remains employed by UConn at the time of payout.

(4) Beginning in the fiscal year commencing July 1, 2018, Edsall's right to receive the Annual Bonus and the Performance Incentives in this Section 5.D is subject to the Football Program having and maintaining an NCAA academic progress rate (APR) of 950 or above for the last reported four-year rolling average. Edsall will not be entitled to any such rights or benefits if the APR in such year is below 950. If the minimum APR required by the NCAA to participate in NCAA championships and postseason competitions, which is 930 as of the Effective Date, increases during the Term, or if the APR criteria changes during the Term, the parties will reevaluate in good faith the minimum academic standards required for Edsall to be eligible to receive the Annual Bonus and Performance Incentives.

**E. Retention Bonus.** If Edsall remains continuously employed as the Head Football Coach at UConn (i) through July 31, 2019, Edsall will receive a retention bonus of \$150,000; (ii) through December 1, 2019, Edsall will receive a retention bonus of \$300,000; and (iii) through December 1, 2021, Edsall will receive an additional retention bonus of \$200,000. These payments will be made within sixty (60) days of the date earned. These retention bonuses will come due and payable only if Edsall remains continuously employed as the Head Football Coach through July 31, 2019, December 1, 2019 and December 1, 2021, as applicable.

**F. Additional Benefits.** For the period of time that Edsall is the Head Football Coach, he will also be entitled to the compensation and benefits set forth in this Section 5.F. Each of these benefits is subject to the University Rules and Governing Athletic Rules. If any of these benefits do not comply with the University Rules or Governing Athletic Rules, the non-compliant benefit(s)

shall be null and void and UConn will revise or substitute such benefit or benefits so as to allow for a substantially similar economic benefit to be provided to Edsall.

(1) Automobile. UConn will pay Edsall an annual automobile allowance of \$15,000 payable in accordance with UConn's standard payroll practices as in effect from time to time, which practices are currently biweekly. Edsall will comply with all University Rules and Governing Athletic Rules relating to such car allowance.

(2) Country Club Membership. Edsall will be entitled to receive one (1) family membership at a country club in Connecticut approved by the Athletic Director, in his reasonable discretion. UConn will pay the initiation fees and dues to the initial country club approved by the Athletic Director. Edsall shall be responsible for any initiation fees due if Edsall changes country clubs, which such change shall be approved by the Athletic Director, in his reasonable discretion.

(3) Events and Travel. Edsall shall conduct such travel and shall attend such meetings and/or functions, including university events, fundraising and development events and NCAA and Conference events, as is necessary to carry out his duties as Head Football Coach. Edsall is authorized to have his spouse accompany him to such events at no cost to Edsall if approved by the Athletic Director in writing and in advance of such expenses being incurred, which approval shall not be unreasonably withheld. UConn shall reimburse Edsall for reasonable and necessary expenses actually incurred by him (including upgrade costs for Edsall only for airfare and automobile rentals) and his spouse (when approved hereunder) related to such travel and to the attendance at such meetings and functions in accordance with the terms of this Agreement and the University Rules. Edsall may utilize up to two (2) seats on chartered planes for away games for guests of Edsall, if such seats are available on such flight.

(4) Game Tickets. UConn shall make available to Edsall, at no cost to Edsall, tickets for (i) one (1) suite and five (5) parking passes for all home football games at Pratt & Whitney Stadium at Rentschler Field, (ii) twenty (20) tickets for all away and post-season bowl games, and (iii) four (4) tickets for UConn men's and women's basketball home games (based on availability). Further, Edsall shall have the right to purchase up to ten (10) "chairback" section seats in the best available location for all home football games at Pratt & Whitney Stadium at Rentschler Field (the cost of which shall exclude personal seat license fees). Edsall may use these tickets in his discretion in furtherance of his duties as Head Football Coach, which may include, among other uses, hosting family, donors and other friends of UConn for business purposes. Edsall shall be responsible for all costs associated with food and beverage service in the suite. Edsall's use of the tickets made available under this subsection shall be subject to all applicable Governing Athletic Rules and University Rules, including UConn's policy prohibiting the transfer (by sale, trade or barter) of such tickets for consideration (i.e., anything of value). This policy applies to the use of all UConn athletic tickets that Edsall receives as part of his employment as Head Football Coach, including tickets purchased by Edsall through the Football Program. This policy is not applicable to tickets obtained outside of the scope of the Edsall's employment

in a manner consistent with the purchase or possession of tickets by a member of the general public.

(5) Moving Expenses. UConn shall reimburse Edsall for reasonable and necessary household moving expenses incurred in connection with his move to Connecticut. All such expenses and costs will be approved by the Athletic Director in writing in advance of being incurred.

(6) Submission of Documentation. Edsall will provide supporting documentation for travel and other expenses for which he seeks reimbursement in a format and in sufficient detail to meet the requirements of UConn and its auditors.

**G. Withholdings.** Payments to Edsall by UConn pursuant to this Agreement shall be subject to all withholdings and deductions required or permitted by the University Rules (including any applicable law) and the then-existing and applicable Collective Bargaining Agreement between UConn and Edsall's bargaining unit, the AAUP.

**H. Taxes.** Edsall understands and acknowledges that some or all of the benefits provided under this Agreement may be subject to state and federal income tax and other taxes. Edsall shall be fully responsible for the prompt payment of any such taxes when due (other than the employer's statutory share of applicable payroll taxes). Edsall acknowledges and understands that the value of tickets that Edsall receives pursuant to Section 5.F(4) and which are not used for business purposes will be reported as taxable compensation.

## 6. SUSPENSION AND TERMINATION

**A. Suspension or Termination of Employment by UConn for Just Cause.** UConn shall have the right and option to, in UConn's good-faith discretion, (i) suspend Edsall for a period of time with or without pay for just cause (subject to the terms herein with respect to retroactive pay, as applicable); or (ii) terminate Edsall's employment and this Agreement for just cause prior to the expiration of the Term by giving Edsall written notice of such termination. If Edsall's employment and this Agreement are terminated for just cause, Edsall shall be entitled to receive within thirty (30) days of the termination date (1) all Base Salary, Supplemental Salary, Annual Bonus and Performance Incentives earned but unpaid as of the termination date, and (2) reimbursement for reasonable, substantiated business expenses incurred by Edsall, if any, prior to the termination date and reimbursable hereunder. Except for the foregoing, all obligations of UConn to make further payment or provide any other consideration pursuant to this Agreement shall automatically cease and terminate as of the termination date.

The following circumstances shall constitute "just cause" under this Agreement:

(1) Repeated failure or refusal by Edsall to perform any of Edsall's material obligations, duties or responsibilities under this Agreement or any repeated refusal to perform any such obligations, duties or responsibilities in good faith and to the best of Edsall's abilities; or

(2) A major violation or a pattern of repeated material violations of any Governing Athletic Rules or University Rules by Edsall, whether intentional or negligent, or the allowing or condoning, whether directly or by negligent supervision, of any such violation or pattern of violations, by Edsall of any coach, staff member or other person under Edsall's supervision and direction, including student-athletes in the Football Program; or

(3) Material failure, or a pattern of non-material failures, by Edsall to report promptly to the individual or individuals responsible for overseeing compliance issues within UConn's Division of Athletics and to the Athletic Director (or UConn's President, when appropriate) any alleged violations of the Governing Athletic Rules or the University Rules by Edsall or by any coach, staff member or other person under Edsall's direct control or authority that become known to Edsall; or

(4) Failing or refusing, in violation of the Governing Athletic Rules, to provide information or documents in response to any reasonable requests or inquiries by the NCAA, the Conference or any other governing body concerning or related to the supervision of the Football Program; or directing or otherwise instructing any coach, student-athlete or any other individual to fail or to refuse to provide such information or documents in violation of the Governing Athletic Rules; or

(5) Any material fraud or intentional dishonesty by Edsall while performing any of Edsall's obligations, duties or responsibilities under this Agreement, including falsifying, altering or otherwise fraudulently preparing any document(s) or record(s) of, or required by, UConn, the NCAA or the Conference pertaining to the Football Program, recruits or student-athletes, transcripts, eligibility forms, compliance reports, expense reports or any other document pertaining or related to the Football Program; or

(6) Any prolonged absence from the performance of Edsall's obligations, duties and responsibilities under this Agreement without the Athletic Director's prior written consent unless due to emergency or otherwise permitted by the University Rules or Section 6.D; or

(7) Engaging in, assisting, encouraging or soliciting others to engage in bookmaking, illegal gambling or betting of any type involving any intercollegiate or professional athletic contest; or

(8) Possession, use, sale or manufacture of any narcotics, drugs or other controlled substances or steroids or other chemicals in a manner which is prohibited by the University Rules or the Governing Athletic Rules, or intentionally or negligently allowing, encouraging or condoning the possession, use, sale or manufacture of any narcotics, drugs, alcohol, controlled substances, steroids or other chemicals by any student-athlete in a manner which is prohibited by the University Rules or the Governing Athletic Rules, or failure or refusal to fully participate and cooperate in UConn's implementation and enforcement of any narcotic, drug, alcohol, controlled substance, steroid or other chemical testing program(s); or

(9) Engaging in conduct that results in a criminal charge being brought against Edsall involving a felony or any crime involving theft, dishonesty or moral turpitude; provided that if Edsall is acquitted of such crime, or if such charges are dismissed, and Edsall is subsequently cleared of all other bases of termination stated in UConn's notice of termination for "just cause" pursuant to Section 6.A, the termination will be deemed a termination pursuant to Section 6.B and subject to the payment obligations provided therein as if Edsall had been terminated pursuant to Section 6.B on the initial termination date; or

(10) Misconduct by assistant coaches or other members of his staff of which Edsall knew, had reason to know or should have known through the exercise of reasonable diligence or which Edsall intentionally or negligently condoned, of such a nature, as determined by the Athletic Director in good faith, that results in material harm to the reputation of UConn or the Football Program; or

(11) Repeated failure or refusal by Edsall to meet generally accepted satisfactory standards of job performance or other documented incompetence as reflected in the written job performance evaluations of Edsall, provided that such written evaluations must be completed in good faith. For clarity, Edsall's win-loss record or recruitment performance shall not count as unsatisfactory job performance or other documented incompetence for purposes of constituting "just cause."; or

(12) Any circumstances giving rise to UConn's right to terminate Edsall's employment pursuant to Section 3.C above.

In the event Edsall is suspended or terminated or otherwise subjected to disciplinary or corrective action pursuant to this Agreement, the suspension or termination will be effective as of the date specified by UConn in the written notice thereof. UConn's right to suspend, terminate or otherwise subject Edsall to disciplinary or corrective action and any applicable enforcement procedures and discipline under this Agreement shall be in proportion to the violation and the exercise of any particular right or remedy shall not preclude the exercise of any other rights or remedies in addition to, or as an alternative of, such right or remedy, except as expressly provided otherwise in this Agreement. The parties acknowledge and agree that the applicable procedures for dismissal for just cause contained in the then-existing and applicable Collective Bargaining Agreement between UConn and Edsall's bargaining unit, the AAUP shall not apply to any termination pursuant to Section 6. The parties further acknowledge that the dispute resolution procedures set forth under Section 7 of this Agreement, as negotiated by UConn and Edsall, shall be considered the exclusive dispute resolution mechanism and supersede the procedures set forth in the then-existing and applicable Collective Bargaining Agreement between UConn and Edsall's bargaining unit, the AAUP. As the AAUP was not a party to negotiating this Agreement, UConn and Edsall shall be solely responsible for enforcing its terms.

**B. Termination of Employment by UConn without Cause.** Notwithstanding anything in this Agreement to the contrary, UConn shall have the right to terminate Edsall's employment and this Agreement without any reason and without cause at any time prior to the expiration of the Term by giving Edsall written notice of such termination. If Edsall's employment

and this Agreement are terminated without cause, his compensation and benefits and all obligations of UConn to make further payment or provide any other consideration pursuant to this Agreement shall automatically cease and terminate as of the termination date, with the exception of the following payments and benefits, which UConn agrees it is obligated to pay Edsall in the event this Agreement is terminated pursuant to this Section 6.B within thirty (30) days of the termination date: (1) all Base Salary, Supplemental Salary, Annual Bonus and Performance Incentives earned but unpaid as of the termination date, and (2) reimbursement for reasonable, substantiated business expenses incurred by Edsall, if any, prior to the termination date and reimbursable hereunder; and (3) any post-termination benefits applicable to other regular full-time employees of UConn (e.g., COBRA insurance eligibility).

In addition to the above payments, and recognizing that UConn’s promise to employ Edsall through the Term is an essential consideration in Edsall’s decision to accept employment with UConn, and that Edsall will suffer damages which are difficult to calculate if his employment and this Agreement are terminated without cause prior to the completion of the Term, UConn will also be obligated to pay Edsall, in lieu of any and all other legal remedies or equitable relief available to Edsall, as liquidated damages, and not as a penalty, the amount specified below based on the effective date of termination:

Termination Date	Liquidated Damages Payment
Prior to 12/1/2017	\$3,000,000
12/1/2017 – 11/30/2018	\$2,000,000
12/1/2018 – 11/30/2019	\$1,000,000
On or after 12/1/2019	\$0

Payment of said liquidated damages will be made in equal monthly installments through the then-remainder of the Term, *i.e.*, assuming the then-remaining Term expired naturally (with the first installment due within thirty (30) days following the termination date). The amount of each monthly installment shall be calculated by dividing the liquidated damages payable under this Section 6.B by the number of months remaining in the then-remainder of the Term as of the termination date. UConn’s obligation to pay liquidated damages hereunder shall survive any termination or expiration of this Agreement. As a condition precedent to being entitled to receive the liquidated damages provided for in this section, Edsall shall deliver to UConn an executed general release of all claims against UConn, in a form prepared by UConn and acceptable to the parties.

UConn’s payment of liquidated damages under this section shall be reduced by the total salary, compensation and other remuneration received by Edsall as an NCAA Division I football coach (if any) through the then-remainder of the Term. Edsall shall promptly provide (no later than thirty (30) days from UConn’s request) written notice to UConn upon obtaining any such subsequent employment, including a detailed statement of his total compensation and such supporting documentation that UConn may reasonably request. Edsall agrees to negotiate in good faith the salary, compensation and other remuneration Edsall receives from any such subsequent employment. For the purposes of clarity, Edsall shall be under no obligation to seek or obtain an NCAA Division I football coaching position following the termination of his employment and this Agreement by UConn pursuant to this Section 6.B.

**C. Termination of Employment by Edsall.** Edsall recognizes that his promise to work for UConn during the entire Term is an essential consideration in UConn’s decision to employ him as Head Football Coach. Edsall also recognizes that UConn is making a highly valuable investment in his continued employment by entering into this Agreement and its investment would be lost or diminished were he to resign or otherwise terminate his employment as Head Football Coach with UConn prior to the expiration of the Term. Accordingly, if Edsall resigns or otherwise ceases his employment under this Agreement and accepts a position as a head coach or assistant coach at an NCAA Division I program prior to the expiration of the Term for reasons other than due to his death or disability (as specified below), he shall pay to UConn as liquidated damages, and not as a penalty, the amount specified below based on the termination date:

Termination Date	Liquidated Damages Payment
Prior to 12/1/2017	\$3,000,000
12/1/2017 – 11/30/2018	\$2,000,000
12/1/2018 – 11/30/2019	\$1,000,000
On or after 12/1/2019	\$0 (except as provided below)

The only liquidated damages Edsall shall be responsible for paying to UConn if he resigns or otherwise ceases his employment under this Agreement prior to the expiration of the initial Term pursuant to this section on or after December 1, 2019 shall be an amount equal to the amount paid by UConn, if any, to terminate the employment contracts of members of the football staff with one year or more than one year remaining in the term of their contracts.

Payment of said liquidated damages will be made in equal monthly installments through the then-remainder of the Term (*i.e.*, including any extension years, if applicable) (with the first installment due within thirty (30) days following the termination date) or such other schedule that may be agreed upon in writing by the parties. Edsall’s obligation to pay liquidated damages hereunder shall survive any termination or expiration of this Agreement.

If Edsall terminates his employment under this Agreement prior to the expiration of the Term, his compensation and benefits and all obligations of UConn to make further payment or provide any other consideration pursuant to this Agreement shall automatically cease and terminate as of the termination date; provided that Edsall shall be entitled to receive within thirty (30) days of the termination date (1) all Base Salary, Supplemental Salary, Annual Bonus and Performance Incentives earned but unpaid as of the termination date, and (2) reimbursement for reasonable, substantiated business expenses incurred by Edsall, if any, prior to the termination date and reimbursable hereunder.

**D. Termination for Disability.** If Edsall becomes permanently disabled to the extent that, in the reasonable judgment of the Athletic Director, as determined in accordance with University Rules, Edsall cannot satisfactorily perform the duties of Head Football Coach, after forty-five (45) consecutive days of non-performance due to such disability, his employment and this Agreement shall terminate and his compensation and benefits and all obligations of UConn to make further payment or provide any other consideration pursuant to this Agreement shall

automatically cease and terminate as of the date of the Athletic Director's determination of Edsall's disability; provided that Edsall shall be entitled to receive within thirty (30) days of the termination date (1) all Base Salary, Supplemental Salary, Annual Bonus and Performance Incentives earned but unpaid as of the termination date, and (2) reimbursement for reasonable, substantiated business expenses incurred by Edsall, if any, prior to the termination date and reimbursable hereunder, and (3) those benefits, if any, that are payable under any employee insurance or benefit plan in which Edsall is or was enrolled.

**E. Termination for Death.** If Edsall dies during the Term, his employment and this Agreement shall terminate and his compensation and benefits and all obligations of UConn to make further payment or provide any other consideration pursuant to this Agreement shall automatically cease and terminate as of the date of Edsall's death; provided that Edsall's estate shall be entitled to receive within thirty (30) days of the termination date (1) all Base Salary, Supplemental Salary, Annual Bonus and Performance Incentives earned but unpaid as of the termination date, and (2) reimbursement for reasonable, substantiated business expenses incurred by Edsall, if any, prior to the termination date and reimbursable hereunder, and (3) those benefits, if any, that are payable under any employee insurance or benefit plan in which Edsall is or was enrolled.

**F. Waiver of Claims.** This Agreement sets forth the sole and exclusive rights and obligations of the parties with respect to any termination of Edsall's employment, whether for just cause or without cause.

## 7. MISCELLANEOUS

**A. Mediation.** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of arbitration proceedings. Unless the parties mutually agree otherwise, the mediation shall be in accordance with the Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The parties shall share the mediator's fee and any filing fees equally. The mediator shall be disqualified as a witness, consultant, expert or counsel for either party with respect to the matters in dispute and any related matters. The mediation shall be held in Hartford, Connecticut, unless another location is mutually agreed upon. Written agreements reached in mediation and signed by the parties shall be enforceable as settlement agreements in any court having jurisdiction thereof. The parties agree that each party's communications with the mediator and with each other in connection with the mediation constitute and contain strategy and negotiations with respect to a pending claim and shall not be admissible in any subsequent dispute proceeding.

**B. Arbitration.**

(1) Any dispute, controversy or claim arising out of, relating to, or concerning this Agreement not resolved by mediation shall be settled by final and binding arbitration administered in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association.



(2) The parties agree that any such dispute shall be submitted to and settled by only one arbitrator in accordance with this Section 7.B. The arbitrator shall be mutually acceptable to Edsall and UConn, or failing agreement, selected pursuant to the Employment Dispute Resolution Rules of the American Arbitration Association. The judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

(3) Arbitration proceedings under this Agreement shall be held in Hartford, Connecticut, or at such other place as may be mutually selected by Edsall and UConn.

(4) The arbitrator shall require disclosure of non-privileged materials, including electronic information, relevant to any party's claim or defense, subject to any limitations imposed by the arbitrator in his or her discretion. In addition, discovery shall not exceed (i) five (5) witness depositions plus the deposition of any designated expert; (ii) thirty (30) interrogatories; (iii) thirty (30) document requests; and (iv) ten (10) requests for admissions; provided that the arbitrator shall, in his or her discretion, have the power to increase such limits on discovery where an increase is required by applicable law or good cause is shown. The arbitrator shall have the authority to hear and rule upon all discovery motions and, in connection therewith, to award sanctions as appropriate to the extent permitted by law.

(5) The arbitrator shall render a written award no later than thirty (30) days after the end of the arbitration hearing or after completion of any post-hearing briefing that the arbitrator shall order or permit, whichever is later.

(6) The arbitration award shall completely dispose of all disputes submitted to the arbitrator. In rendering the award, the arbitrator shall determine the respective rights and obligations of Edsall and UConn under this Agreement according to the laws of the State of Connecticut or, if applicable, federal law.

(7) Except as otherwise required by law, (1) all fees and expenses of the arbitration shall be shared equally by Edsall and UConn and (2) Edsall and UConn shall bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence. Notwithstanding the foregoing, if the arbitrator determines UConn acted in bad faith in terminating this Agreement for just cause or that Edsall acted in bad faith in challenging the termination of this Agreement for just cause by UConn, the arbitrator shall also have the authority to award Edsall or UConn (as the case may be) his/its reasonable attorneys' fees.

(8) It is the specific intent of the parties that this arbitration clause be governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq.

(9) Except as is otherwise required by a court or other tribunal of competent jurisdiction, arbitration proceedings under this Section 7.B shall be strictly confidential.

Notwithstanding the foregoing, the parties agree that the decision of the arbitrator shall not be subject to any confidentiality restrictions.

(10) Edsall's bargaining unit, the AAUP, will not be a party to any arbitration arising out of this Agreement, as it is inconsistent with the grievance and arbitration process set forth under the Collective Bargaining Agreement between UConn and the AAUP.

C. **Code of Ethics.** All aspects of this Agreement, and any agreement entered into by Edsall in connection with any outside activities approved pursuant to Section 4.A, are governed by and subject to the Connecticut Code of Ethics for Public Officials, as interpreted by the Office of State Ethics. Edsall shall diligently seek to observe and comply with the Connecticut Code of Ethics for Public Officials, as interpreted by the Office of State Ethics, during his employment at UConn and following any termination of his employment at UConn during any period of time required by the Connecticut Code of Ethics for Public Officials, as interpreted by the Office of State Ethics.

D. **Image Rights.** Edsall acknowledges that, subject to the terms of this Agreement, UConn may use and authorize others to use Edsall's name, approved voice, approved image and approved likeness (collectively, Edsall's "NIL") in connection with UConn (including the Football Program) and any sponsorship and corporate partnerships that promote UConn (including the Football Program) and for other similar purposes, such as selling videos and pictures and other memorabilia depicting Edsall, provided no such use constitutes a direct endorsement by Edsall of any third party without Edsall's written approval. UConn will undertake commercially reasonable efforts to request Edsall's approval prior to using his NIL as contemplated under this Section 7.D, and Edsall shall undertake reasonable efforts to respond to UConn's request within five (5) days; provided, however, that any request by UConn not materially responded to by Edsall during such five (5) day period shall be deemed approved by Edsall (for clarity, the requirement of Edsall's written approval for any direct endorsement by Edsall of any third party shall not be subject to the aforementioned five (5)-day period, and thus shall not be deemed approved by Edsall at any time unless and until approved by Edsall in writing). UConn's right to use Edsall's NIL in connection with UConn (including the Football Program) shall survive the expiration or any termination of this Agreement, but such use shall be limited to bona-fide factual, historical or documentary purposes and to NIL approved by Edsall during the Term.

E. **No Conflict.** Edsall represents and warrants to UConn that Edsall's employment as Head Football Coach will not conflict with any legal duty owed by Edsall to any other party, or with any agreement to which Edsall is a party or by which Edsall is bound, including any non-competition or non-solicitation provision contained in any such agreement. Edsall will indemnify and hold harmless UConn against loss, damage, liability or expense arising from any claim based upon circumstances alleged to be inconsistent with such representation and warranty.

F. **Entire Agreement and Amendment.** The provisions of this Agreement (together with any exhibits attached hereto) and, to the extent applicable to bargaining unit members not in a tenure track and not otherwise superseded by the terms of this Agreement, the provisions of the then-existing and applicable Collective Bargaining Agreement between UConn and Edsall's bargaining unit, the AAUP, constitute the entire agreement between UConn and Edsall with

respect to the subject matter hereof and no prior or contemporaneous agreement, either written or oral, shall have the effect of varying the terms hereof. In the event of a conflict between the provisions of this Agreement and the provisions of the then-existing and applicable Collective Bargaining Agreement between UConn and Edsall's bargaining unit, the AAUP, the provisions of this Agreement shall control (and any dispute regarding the existence or non-existence of such a conflict shall be resolved in accordance with Section 7 of this Agreement). No amendment to this Agreement shall be effective unless reduced to writing and signed by UConn and Edsall. This Agreement terminates and replaces any prior agreement between the parties relating to the employment of Edsall by UConn, including that certain Offer and Letter Agreement dated December 28, 2016.

**G. Unenforceability of Provisions.** The provisions of this Agreement are severable. If any provision of this Agreement is determined by a proper court or authority to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect or impair the remainder of this Agreement, and this Agreement shall remain in full force and effect without such invalid, illegal or unenforceable provision.

**H. Governing Law and Venue.** This Agreement shall be construed, enforced and governed by and in accordance with the laws of the State of Connecticut without regard to choice of law principles.

**I. Immunities.** Nothing in this Agreement shall constitute a waiver by UConn of its right to claim such exemptions, privileges and immunities as may be provided by law.

**J. Mutual Understanding.** Each party has read this Agreement, fully understands the contents of it, has had the opportunity to obtain independent legal advice regarding the Agreement's legal effect, and is under no duress regarding its execution.

**K. Confidentiality; University Records.** All materials or articles of information, including financial records, personnel records, recruiting records, team information, films, statistics and any other material or data furnished to Edsall by UConn or developed by Edsall on behalf of UConn or at UConn's or Edsall's direction or supervision, are and shall remain the sole and confidential property of UConn. Within ten (10) days of the expiration of this Agreement or its earlier termination with or without cause by either party, Edsall shall immediately cause any such materials in his possession or control to be returned and delivered to UConn and he shall not be entitled to retain any copies thereof. At the same time, Edsall shall return all credit cards, keys, computers, cellphones and other personal property issued to him by UConn. The parties further acknowledge and agree that UConn is required to comply with the Connecticut Freedom of Information Act. Edsall shall have the right to disclose confidential information to Edsall's authorized legal and professional advisors and/or as required by law, legal process, or in the event of a breach by UConn in order to enforce Edsall's rights hereunder.

**L. No Assignment.** Neither party may assign, transfer, alienate or encumber any of its rights or obligations hereunder without the express written consent of the other party.

**M. Interpretation.** As used in this Agreement, “include,” “includes,” “including,” “such as” and “e.g.” means “including, without limitation,” “including, but not limited to” and its equivalents. The captions and headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

**N. Counterparts.** This Agreement may be executed and delivered in counterparts, each of which when executed and delivered shall be deemed to be an original, but all such counterparts shall together constitute one and the same agreement.

**O. Custom, Practice or Precedent.** UConn and the AAUP agree that this Agreement is unique to these circumstances and will not be used as evidence of custom, practice or precedent in any other proceeding.

*[signature page follows]*


IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates set forth below.

**UNIVERSITY:**

**HEAD FOOTBALL COACH:**

**THE UNIVERSITY OF CONNECTICUT**

By:   
Susan Herbst, President

  
Randy Edsall

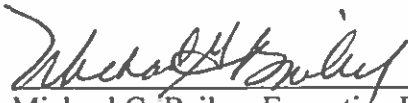
Date: 7/25/19

Date: July 22, 2019

By:   
David Benedict, Athletic Director

Date: 7/24/19

**AAUP- STORRS CHAPTER:**

By:   
Michael G. Bailey, Executive Director

Date: August 1, 2019

## **Exhibit A**

### **Definitions**

“Athletic Director” shall mean the then-serving Director of UConn’s Division of Athletics, which, as of the Effective Date, is David Benedict.

“Conference” shall mean the American Athletic Conference, its successor and any other athletic conference of which UConn is or may become a member.

“Governing Athletic Rules” shall mean any and 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 Conference or any successor of such association or conference.

“NCAA” shall mean the National Collegiate Athletic Association and its successor.

“University Rules” shall mean any and all present or future rules, regulations, directives, written policies, bylaws and official or authoritative interpretations thereof, and any and all amendments, supplements or modifications thereto promulgated hereafter by UConn or by UConn’s Board of Trustees. For purposes of this Agreement, University Rules shall include all applicable laws of any governmental authority, including ordinances, judgments, decrees, injunctions, writs and orders of any governmental authority and rules and regulations of any federal, regional, state, county, municipal or other governmental authority, including the rules, regulations and official or authoritative interpretations of the Connecticut State Ethics Code, which, as of the Effective Date, is codified in Chapter 10 of the Connecticut General Statutes.

## Exhibit B

### Performance Incentives

Edsall shall be eligible to receive the following Performance Incentives as additional compensation pursuant to Section 5.D(2) of this Agreement.

○ Bowl Game Participation up to \$400,000 (This payment is non-cumulative; Edsall will be paid only the highest incentive in the category of Bowl Game Participation):		
→ Winning the College Football Playoff Championship	=	\$400,000
→ Participate in a College Football Playoff Semi-Final	=	\$200,000
→ Participate in a College Football Playoff “Access Bowl”	=	\$100,000
→ Participation in a non-”Playoff” or “Access” Bowl Game	=	1.0 month Base Salary
○ Coaching Recognition up to 2-months Base Salary (This payment is cumulative; Edsall may receive both incentives described below):		
→ National Coach of the Year	=	1.5 month Base Salary
→ Conference Coach of the Year	=	0.5 month Base Salary
○ Conference Performance up to 1-month Base Salary:		
For years without a conference championship game:		
→ Regular Season Championship	=	1.0 month Base Salary
For years with a conference championship game (This payment is cumulative; Edsall may receive both incentives described below):		
→ Participate in Conference Championship Game	=	0.5 month Base Salary
→ Conference Championship Game Winner	=	0.5 month Base Salary