

EMPLOYMENT CONTRACT
BETWEEN THE COLLEGE OF WILLIAM AND MARY
AND MICHAEL LONDON

This employment contract is hereby made by and between The College of William and Mary in Virginia (“University”) and Michael London (“Coach”), and shall supersede and replace the Memorandum of Understanding executed by University and Coach on November 13, 2018. The Memorandum of Understanding is terminated immediately upon the full execution of this Employment Contract.

WHEREAS, University desires to employ Michael London as its Head Football Coach; and

WHEREAS, Michael London desires to accept the offer of employment under the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein, University employs Michael London as the Head Football Coach of the University, and London hereby accepts employment as Head Football Coach of the University, under the following terms and conditions:

ARTICLE I

Term of Employment

- A. The University shall employ Coach beginning on the date this Agreement is executed by both parties, and ending on January 31, 2024, unless terminated earlier pursuant to the terms of this Agreement, or as otherwise altered by the mutual written agreement of the parties. Year One of this Agreement will run from the date of execution of this Agreement through January 31, 2020. Subsequent contract years will run from February 1 through January 31.
- B. The term of this Agreement will automatically be extended by one (1) year for every season that results in an NCAA Football Championship Subdivision (FCS) Playoff appearance, up to a maximum of three (3) years.

ARTICLE II

Compensation

In consideration for London's performance as Head Football Coach as stated herein, University agrees to provide the following compensation:

A. Base Annual Salary

The University will pay Coach a base annual salary of \$350,000, subject to such withholdings as may be required by law or as requested by Coach, payable in accordance with University policy and practice for Professional and Professional Faculty (generally, equal semimonthly installments).

B. Increases to Base Annual Salary

Coach's performance will be evaluated on an annual basis in accordance with University policy. Coach's base annual salary shall be increased each year of this Contract as follows:

1. If the Football Team completes its season with a winning percentage of .500 or less, and does not make the FCS Playoffs, Coach will receive a \$10,000 increase;
2. If the Football Team completes its season with a winning record, Coach will receive a \$20,000 increase. For example purposes only, if the Football Team finishes 6-5 in the 2019 season, Coach's base annual salary for Year 2 will be \$370,000.

C. Incentive Compensation:

For the achievements listed below, the University will pay the sums outlined below to Coach on or before March 31st of the fiscal year in which the competitions are played. Such payments are not part of the Coach's base salary, but will be reported on the annual W-2 as additional income.

Named CAA Coach of the Year	\$10,000
Named Eddie Robinson Coach of the Year	\$10,000

CAA Regular Season Champion	\$10,000
FCS Playoff	\$5,000 per round, with bonus paid if bye earned
FCS National Championship	\$50,000
FBS Win	\$10,000
Win over University of Richmond	\$2,500

All incentive compensation shall be subject to forfeiture if the Football Program is found by the NCAA to have committed a Level I NCAA rules violation during Coach's tenure as Head Football Coach, and Coach shall remit to the University any incentive payments issued for the years the Football Program is found to be in violation while Coach served as the Head Football Coach.

D. Media Rights/Participation Compensation

Coach will make himself available to the media to promote the Football Program and the University. Coach will cooperate with the Athletic Director and the communications staffs of both the Athletics Department and the University in this undertaking. For such efforts, Coach will be paid \$50,000 each year of this Agreement, to be paid in quarterly installments (March 1, June 1, September 1, and December 1), with the first installment due March 1, 2019. Such payments will continue so long as the University, in its sole discretion, remains satisfied with Coach's performance of these responsibilities.

E. Fundraising/Community Outreach Participation

Coach will be responsible for promoting and participating in activities to support fund-raising and donor cultivation, as well as community outreach designed to increase awareness of and support for the Football Program and the University. For such efforts Coach will be paid \$20,000 each year of this Agreement, to be paid in quarterly installments (March 1, June 1, September 1, and December 1), with the first installment due March 1, 2019. Such payments will continue so

long as the University, in its sole discretion, remains satisfied with Coach's performance of these responsibilities.

F. Retention Bonus

At the conclusion of the initial term of this Agreement (January 31, 2024), Coach will receive \$30,000 for each year of this Agreement (\$150,000 total), provided Coach is not terminated for cause and provided he has not resigned.

G. Full Time Exempt Employee

The position of Head Football Coach is a full-time position that is salaried and exempt under federal wage-and-hour laws. As an exempt employee, Coach agrees that he is not eligible for overtime for hours worked in excess of 40 hours per week. Deductions for all forms of compensation paid by the University to Coach under the terms of this Agreement, including but not limited to the signing bonus, retention bonus, incentive payments, media payments, and community outreach efforts, are subject to deductions as required by federal and state law. Other deductions may be made as authorized by Coach or required by law.

ARTICLE III

Benefits

In consideration for London's performance as Head Football Coach as stated herein, the University will grant the following benefits:

A. Insurance and Retirement Benefits

The University will provide Coach, for as long as he serves as an employee of the University, the standard benefits provided to full-time Professional and Professional Faculty employees, including life and health insurance and retirement benefits.

B. Annual leave

Coach will be entitled to paid annual leave as provided to full-time Professional and Professional Faculty employees. Use of such days of paid annual leave must be approved in advance by the Director of Athletics. Accrued annual leave may be carried over in accordance with applicable University policy. Payout of accrued annual leave upon separation from the University will be governed by applicable University policy.

C. Miscellaneous

1. The University, in collaboration with Coach's representative, will use its best efforts to negotiate Coach's \$350,000 buyout with Howard University ("HU"). If the University is unable to negotiate with HU for the buyout, the University agrees to issue a loan to Coach to pay the amount owed to HU for the buyout, which will be forgivable over a five year term at a sum up to \$70,000 per year. Should Coach leave his position as Head Coach at the University prior to the end of the five year term, Coach agrees to repay the University the remaining balance of the loan.
2. During the Term of this Agreement and any extensions thereof, Coach will be furnished the use of a late-model car appropriate for a Division 1 Head Football Coach. The vehicle shall be operated in compliance with applicable laws and University policy or guidelines, and Coach shall be responsible for arranging recommended service including regular oil and filter changes, annual inspections and return of the vehicle in good condition, reasonable wear and tear excepted. Coach shall be responsible for all of the costs of maintaining and operating such vehicle, including but not limited to fuel, and comprehensive, liability and collision insurance coverage.
3. Phone: Coach will be eligible for a cell phone stipend consistent with University policy.

4. Moving Expenses: Within 60 days of the full execution of this Agreement, the University will pay Coach a lump sum of \$20,000 to be used at his discretion for moving expenses.
5. Temporary Housing: The University will make available to Coach temporary housing through March 31, 2019, unless the parties agree in writing to a longer duration. The value of such temporary housing will be reported by the University as taxable income.
6. Complimentary Tickets: Fifteen tickets to be used in accordance with all applicable rules, regulations and policies.

ARTICLE IV

Duties and Responsibilities

Coach, in operating, managing, administering, directing, supervising, promoting, and developing the Football Program shall perform faithfully to the best of his ability, those duties that are assigned to him, and those duties that are customarily performed by the Head Football Coach. Coach shall abide by and comply with all applicable rules, regulations, policies, protocols and agreements of the University, the National Collegiate Athletic Association (NCAA), including without limitation the Constitution and By-Laws of the NCAA and the Colonial Athletic Association (CAA) rules and regulations, in each case as in effect and interpreted by the applicable body from time to time and which relate to the Football Program. Coach will use his best efforts to ensure compliance with the rules, regulations, policies and protocols of the University, the NCAA and the CAA by the Football program's student athletes, assistant coaches, volunteers, and all other program personnel. In the event Coach becomes aware, or has reasonable cause to believe, that violations of the NCAA or other applicable rules may have occurred in connection with the Football Program, he shall promptly report such violation to the Director of Athletics. Coach agrees to cooperate fully with the University in efforts to investigate and enforce the governing rules, bylaws and policies of the NCAA and the CAA, and policies of the University.

- A. In addition to the above, Coach agrees to:

1. Provide strong leadership that will build and maintain a respected and competitive Division 1 college football program, both athletically and academically. Coach will participate in the instruction and coaching of student-athletes, and will make every effort, working in cooperation with and support of the University's faculty and administration, to actively support and encourage student athletes in meeting their academic goals and requirements. Coach will endeavor to oversee the general well-being of football student athletes, including their behavior on and off the field.
2. Recruit student-athletes who can compete successfully on a level consistent with program expectations and who can be successful in an academic environment and graduate from W&M. Coach will foster a positive environment that encourages and supports sportsmanship.
3. Recruit, interview, and hire, on behalf of the University, and subject to approval by the Athletics Director and the procedures of the University, individuals to serve as assistant football coaches, administrative support personnel, and other positions on the Football Program staff. Coach shall be responsible for actively ensuring that employees of the Football Program are properly trained, supervised, evaluated, and managed under the rules and policies of the University and the Athletics Department. As required by the rules and bylaws of the NCAA, Coach is responsible for the actions of all staff who report to him, directly or indirectly, and shall be responsible for the compliance of the Football Program and staff with all rules, bylaws and regulations of the University, the NCAA and the CAA. Coach shall promote an atmosphere of compliance with NCAA and CAA rules and bylaws, and shall monitor the activities of all University staff involved with the football program.

B. Assistant coaches:

1. As provided by NCAA Bylaw 11.3.1, Coach recognizes that the University determines who serves as an employee of the institution, including assistant coaches, and the amount of compensation paid to employees.
 2. The salary pool for ten (10) assistants is \$800,000 per fiscal year (July 1-June 30), subject to availability, as determined by the Director of Athletics. This pool shall to be distributed as determined by Coach with the approval of the Director of Athletics.
 3. Coach may offer two-year contracts for the Offensive and Defensive Coordinator, with incentives for statistical excellence. Coach may offer one-year contracts for Assistant Coaches
 4. The University will provide Coach a bonus pool for the assistants, to be used if the Football Team makes the FCS Playoffs. The pool will consist of \$30,000, plus \$10,000 per win, and will be distributed as determined by Coach, with the approval of the Director of Athletics.
 5. Each of the ten (10) assistants will be eligible to receive a car stipend of \$4,000 per year.
 6. Each of the ten (10) assistants will receive a cell phone stipend consistent with the University's phone policy.
 7. The University agrees to reimburse the reasonable, necessary, and work-related expenses, in accordance with University policy, for each of the ten (10) assistants to attend the AFCA National Convention.
- C. Coach agrees to participate in the preparation of the annual budget for the Football Program, to be approved by the University's Director of Athletics and in accordance with University policies and procedures. Coach shall be responsible for ensuring that the Football Program operates within the budgeted resources allocated to the Program on an annual basis.
- D. Coach agrees to develop, with the approval of the Director of Athletics, the varsity football schedule.

- E. Coach agrees to assist in the development of publicity and promotional materials about the Football Program. Coach shall use his best efforts to maintain a positive and beneficial relationship with the University, media, alumni, and civic groups as a representative of the University, the Athletics Program, and the Football Program.
- F. Coach agrees to use best reasonable efforts to assist and promote the University's Athletics Program by soliciting and encouraging contributions to and support for the Tribe Club and the University's intercollegiate sports program. Coach shall also make periodic appearances for the Tribe Club at regional events and activities, as requested by the Club's President or the Director of Athletics.
- G. Coach agrees to be a professional representative of the University and a role model for student-athletes, the Athletics Department, and the University community. Coach shall set a positive example for the Athletics Department by supporting the mission and philosophy of the athletics program and the University. This shall include the use of respectful language and conduct with and toward student-athletes, University employees, and others with whom Coach shall communicate in his role as Head Football Coach.
- H. Coach agrees to perform such other duties as assigned by the Director of Athletics.

ARTICLE V

Conditions of Employment

Coach shall comply with the following in the performance of his duties as Head Football Coach:

- A. Compliance
 - 1. Coach agrees that in operating, managing, administering, promoting, directing, supervising, and developing the Football Program, he shall

endeavor in good faith to inform himself of and act in compliance with applicable state and federal laws and with the rules, constitutional provisions, bylaws, policies, regulations, and interpretations, as now constituted or as they may be amended, of the University, the NCAA, the CAA and any other athletic division or conference of which the University is a member. In accordance with NCAA rules and regulations, Coach expressly agrees that if he is found in violation of NCAA regulations, after waiving or exhausting his appeal rights to the NCAA Infractions Appeals Committee, he will be subject to appropriate disciplinary or corrective action which may include suspension for a period of time, without pay, or termination of employment.

2. In accordance with NCAA policy, all required documentation regarding camp activities must be submitted to the Director of Compliance. Athletic policy requires that this documentation be provided by January 1st of the calendar year following the camp activity.
3. Coach shall endeavor in good faith to ensure compliance by all assistant coaches and University employees for whom he is administratively responsible, with NCAA and CAA rules, constitutional provisions, bylaws, policies, regulations, and interpretations. In the event Coach becomes aware or has reasonable cause to believe, that one or more violations have occurred, he shall report the same promptly to the Director of Athletics of the University.
4. It is expressly understood that the University may, in its reasonable discretion, suspend Coach with full compensation during an investigation related to claims of violations of federal or state law, NCAA, CAA, or University policies or regulations.

B. Outside Activities

1. It is understood and agreed that the position of Head Football Coach requires an undivided commitment to the service of the University. During the term of this Contract, Coach's primary duty and loyalty shall be to the University, and Coach shall devote his full-time attention,

energies, and abilities to his duties as Head Football Coach. Coach may, however, engage in other businesses, occupations, or remunerative activities that do not interfere with or detract from his duties as Head Football Coach, with prior written approval of the Director of Athletics through the Office of the Provost. It is understood and agreed that the decision of the University concerning such permission is final and may not be appealed. However, such permission shall not be unreasonably withheld. Additionally, under NCAA rules, Coach must annually seek and receive prior written approval of the President for all athletically-related income and benefits from sources outside the University.

2. All income derived from such other activities shall be the sole and exclusive property of Coach and/or the company, entity, or organization to which such income is paid. Coach must report to the Director of Athletics in writing by September 30 of each year of this contract all athletically-related income from sources outside the University, in accordance with this provision and with the NCAA rules in force during the course of this Agreement.
3. The University agrees that it shall use its best reasonable efforts to facilitate remunerative opportunities for Coach with the companies and entities with which the University has entered into an agreement, including but not limited to shoe, equipment, and apparel manufacturers, provided that these business opportunities do not interfere with or detract from his duties as Head Football Coach.
4. Football Camps: For so long as Coach serves as Head Football Coach, he shall have the right to operate football camps in his own name and for his own gain during the summer months for up to three weeks at mutually acceptable times and within the policies and guidelines of the University, including the policies of the Athletics Department and Conference Services. In connection with such camps, Coach may use the University's facilities on the same terms (pricing, insurance requirements, etc.) as apply to similar endeavors hosted at the University. Coach acknowledges that

University employees who work such football camps will be subject to ordinary University policies regarding such work, including but not limited to the policies requiring approval for outside employment, the use of annual leave for such work, and other policies applicable to the employees involved with the camps and related activities.

ARTICLE VI

Termination

The parties agree that this Agreement may be terminated as follows:

A. Long-Term Illness or Incapacity

If Coach does not perform his duties as Head Football Coach because of illness or incapacity of any type whatsoever for a cumulative total of more than three (3) months in any calendar year, the University may terminate this contract upon thirty (30) days written notice to Coach. The University shall be relieved of all liabilities and/or obligations under this Agreement following such a termination, except for the obligations of the University to pay Coach any salary or benefits earned (including expense reimbursement) as of this date of the termination.

B. Death

If Coach dies, this contract will terminate immediately. In the event of Coach's death during the term of this contract, the University will pay to his estate any compensation due to him up to the end of the month in which he dies, and the University will otherwise be relieved of all obligations under this Agreement following such termination.

C. Good Cause

The University may at any time terminate this Agreement for good cause. A termination for good cause will immediately relieve the University of any and all obligations to Coach other than the compensation and benefits earned (including

expense reimbursement) to the date of the termination. For purposes of this contract, good cause shall be defined as the following:

1. A willful, direct involvement in any matter that, in the view of the Director of Athletics, based upon significant evidence, constitutes a serious violation of any rule, constitutional provision, bylaw, policy or regulation of the University, the NCAA or any conference in which the University is a member;
2. Misconduct which, in the view of the Director of Athletics, based upon significant evidence, a reasonable person would find brings discredit, contempt or ridicule upon the University, the Football Program, or Coach, including but not limited to abuse of players or personnel;
3. Engaging in or knowingly and willingly authorizing dishonest or unethical behavior of conduct by Coach that constitutes an act of dishonesty or immorality, leading to a conviction of a felony or misdemeanor involving moral turpitude;
4. A material breach of Coach's other duties and responsibilities set forth in this Agreement, or conditions of employment, or refusal or unwillingness to perform his duties in good faith and to the best of his abilities.
5. Refusal or failure to competently perform the coaching responsibilities provided for in this Agreement.
6. Coach's alcohol abuse or other drug abuse which results in a negative reflection on himself, the Football Program, the Athletics Department, or the University
7. The team's NCAA multi-year APR score falls below the NCAA minimum standards.

D. Prior to termination, Coach shall be provided seven (7) days written notice of the justifying cause and a reasonable opportunity to discuss the cause with the Director of Athletics before the effective date of termination. Coach shall respond to any such written notice within seven (7) days of receipt. In the event of termination for cause, all rights and benefits hereunder, including all forms of

compensation shall terminate on the designated termination date. As an alternative to termination, the University may take lesser disciplinary action for cause after providing Coach written notice and an opportunity to discuss as provided above. The parties agree that this Agreement governs the process and notice afforded to Coach in a termination for cause, and no other University policy shall govern process, notice, or grounds for termination for cause.

E. Termination without Good Cause

In the event the University terminates the services of Coach without good cause as defined above, the University agrees to pay Coach, and Coach agrees to accept as his exclusive remedy, the equivalent of his annual base salary including any yearly increase up to the date of the termination (but not beyond the date of termination), and any retention bonuses that would have accrued and been paid to him, through the term of this Agreement. The parties agree that these sums shall represent Coach's severance payments. Said severance payment shall be paid semimonthly for the full remaining term of this Agreement. The University's obligation to make such payment is expressly conditioned upon Coach actively seeking, in good faith and with due diligence, gainful employment during the period of continued payments of base salary and retention benefits, unless this requirement is waived in writing by the Director of Athletics. Payments pursuant to this section shall be payable to Coach on the same schedule as would have been applied without the termination, and shall be reduced by any amounts earned or received by Coach, in any form, from any other gainful employment (including as an independent contractor or consultant) for the period Coach receives these payments. Coach shall report monthly to the Director of Athletics on any gainful employment or consulting arrangement, and on employment applications and progress in actively seeking other employment in a format as determined by the Director of Athletics. In the alternative, the University may at its sole discretion pay Coach a lump sum of the base salary and retention bonuses remaining for the term of this agreement, and upon such lump sum payment, Coach shall have no

further reporting obligation or duty to the University with respect to seeking employment elsewhere.

For termination by the University without cause, Coach shall not be entitled to any payment other than continuation or lump sum payment of base salary and retention bonuses, minus deductions required by law, as provided above. In addition, no leave, insurance, retirement or other benefits shall be granted or accrue after the termination date. Coach shall be entitled to continuation of health insurance benefits as required by law (COBRA). The parties expressly agree that the severance described in this section shall be paid to Coach in lieu of any other severance benefit that could potentially be available to Coach as a University employee.

ARTICLE VII

Resignation

- A. Coach may terminate this Agreement by providing the Director of Athletics at least thirty (30) days advance written notice. Should Coach terminate this Agreement before the end of the contract term established in Article I, he shall compensate the University within 90 days of Coach's date of resignation as follows, such amounts serving as liquidated damages:

Resignation prior to January 31, 2021	Payment to the University of \$1,000,000
Resignation between February 1, 2021-January 31, 2022	Payment to the University of \$750,000
Resignation between February 1, 2022-January 31, 2023	Payment to the University of \$500,000
Resignation between February 1, 2023-January 31, 2024	Payment to the University of \$450,000

- B. The parties expressly agree that liquidated damages constitute a fair and reasonable compensation to the University for its direct and indirect expenses for disruption and loss of coaching continuity and leadership.
- C. It is specifically agreed that Coach may resign only on the dates between the conclusion of the Football Program's regular season and the following January 31st in each year. Both parties acknowledge that a lack of disruption of the

student-athletes and the Program is important for a stable intercollegiate Football Program at the University, and agree, therefore, that any resignation by Coach at a time outside of these dates will be deemed the equivalent of an immediate termination for good cause, without any rights of appeal or prior notice or hearing. Under such circumstances, Coach shall remain obligated to pay the liquidated damages as indicated above, and the University will be entitled to pursue other remedies available to it under this Agreement or as otherwise available by law.

ARTICLE VIII

A. Separation from University Employment

It is the policy of the University that all employees who terminate employment will return all property and pay all fees and fines prior to their departure. The Athletic Department's HR Liaison initiates the clearance process. Failure to complete the clearance process may result in the University taking appropriate action, which could include withholding the Coach's paycheck(s).

B. Waiver of Breach

The waiver of either party of a breach of any provision of this Agreement will not be construed as a waiver by that party of any prior or subsequent breaches.

C. Severability

All agreements and covenants contained herein are severable, and if a court of competent jurisdiction declares any such agreement or covenant to be invalid, this Agreement will be interpreted and applied as if such invalid agreements or covenants were not contained herein.

D. Notice

All notices required under this Agreement will be given in writing by personal delivery, or by first class mail, postage prepaid, to the appropriate address of the party receiving the notice.

If to Coach: Michael London
723 Retriever Run
Charlottesville VA, 22903

If to the University: Samantha Huge, Director of Athletics
571 Ukrop Way
Williamsburg VA, 23187

E. Governing Law

This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

F. Entire Agreement

This Agreement contains the entire agreement by and between the University and Coach. This Agreement supersedes any prior representations or agreements, including but not limited to any representations made during Coach's recruitment, interviews, or pre-employment negotiations, whether written or oral. Oral modifications, additions or supplementations to the contract shall have no effect and shall not bind the parties. This Agreement may be altered only by a later written agreement signed by both the University and Coach. There are no additional or supplemental agreements, either oral or written, between Coach and the University.

G. Assurances

1. Coach represents that he has disclosed to the University all information concerning his obligations under any current or previous employment or other related contracts, and specifically warrants and promises that he has fulfilled all obligations, liabilities, or violations of any such contracts that would prohibit him from accepting employment with the University

pursuant to this Agreement. Any willful breach of this paragraph will be considered a material breach of this Agreement and will result in the immediate termination of this Agreement, with no recourse by Coach. Coach shall use his best reasonable efforts to obtain from his previous employers a list of athletes that such previous employer states Coach is forbidden to recruit under the terms of Coach's employment contract with that previous employer and will supply the list to the University. Coach agrees that he will not violate the terms of his previous employer's non-recruitment contract clause.

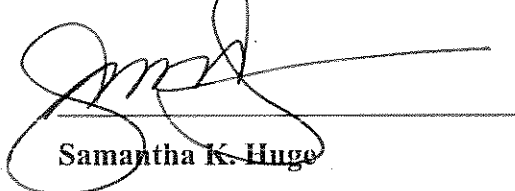
2. Coach represents that he has disclosed to the University all information of which he has knowledge concerning previous NCAA conference or institutional rules violations or potential violations committed by him or any staff member under his direct or indirect control or supervision at any other NCAA member institution prior to the execution of this contract. The University represents that it has disclosed to Coach all information it has regarding any pending and/or ongoing NCAA investigations or inquiries of the University Football Program.

IN WITNESS HEREOF, the parties have hereunto set their hands, on this 3rd day of May, 2019.



Michael London

THE COLLEGE OF WILLIAM AND MARY IN VIRGINIA



Samantha K. Huger

Director of Athletics



Michael Halleran

Provost

