

January 27, 2012

Derek Lewis
Assistant Coach
Football

RE: NOTICE OF CONTRACT AMENDMENT

Dear Coach Lewis:

This letter is to inform you of the UAA's offer to amend your Assistant Coaching Contract, dated February 2, 2011. Effective February 1, 2012 the following paragraph is thereof amended as follows:

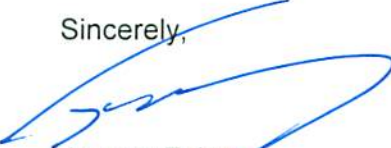
3. TERM

This contract, unless otherwise terminated in accordance with paragraph 10 below or extended by subsequent agreement of the parties shall continue in force and effect from February 1, 2011 until January 31, 2013. Neither the Association nor Employee shall have any duty or obligation to renew or extend this Agreement.

The parties hereby agree that all terms and conditions of the original contract not inconsistent with this notice of amendment shall continue in full force and effect for the period of this contract.

If you agree with the amendment of your contract under the terms and conditions stated above, please date and sign as indicated below and return this amendment to Human Resources at your earliest convenience. Upon your signature, this letter shall constitute a binding agreement between you and the University Athletic Association, Inc.

Sincerely,



Jeremy Foley
Director of Athletics

Agreed and accepted this _____ day of _____, 201_____.



Lynda Tealer - Senior Associate Athletics Director



Derek Lewis - Assistant Coach

**UNIVERSITY ATHLETIC ASSOCIATION, INC.
ASSISTANT COACHING CONTRACT**

THIS CONTRACT, entered into this second day of February 2011 is between the UNIVERSITY ATHLETIC ASSOCIATION, INC. a Florida not for profit corporation with its principal place of business in Gainesville, Florida and Derek Lewis Jr.

WITNESSETH:

In consideration of the compensation to be rendered by the Association as set forth below and in consideration of the services to be rendered by Employee as specified below, the parties agree as follows:

1. **DEFINITIONS.** When appearing throughout this contract, the following terms shall be defined as follows:

- A. Association shall mean the University Athletic Association, Inc.;
- B. SEC shall mean the Southeastern Conference;
- C. Coach shall mean the Assistant Football Coach;
- D. Employee shall mean Derek Lewis Jr.;
- E. University shall mean the University of Florida;
- F. NCAA shall mean the National Collegiate Athletic Association.

G. 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, the SEC or any successor of such associations or conference, or by any other athletic conference or governing body hereafter having regulatory power or authority relating to the athletic program of University or to the athletic program of any institution of higher learning previously employing Employee.

2. **EMPLOYMENT.** Association hereby employs Employee for the term specified in paragraph 3 as Assistant Football Coach under the terms and conditions hereinafter stated.

3. **TERM.** This contract, unless otherwise terminated in accordance with paragraph 10 below or extended by subsequent agreement of the parties shall continue in force and effect from February 2, 2011 until January 31, 2012. Neither the Association nor Employee shall have any duty or obligation to renew or extend this Agreement.

4. SALARY.

A. Employee shall be paid at an annual base salary of one hundred ninety thousand dollars (\$190,000). Such salary shall be paid in biweekly or other periodic installments as provided by the general personnel policies adopted from time to time by Association. However, in no event shall Association provide such payments at a rate of less than once per month.

B. In addition to the sum described above, Employee shall be eligible for bonuses and signing incentives adopted from time to time by Association. The bonus structure is outlined in Association's *Compensation Plan*, (Addendum "A"). Such bonuses and incentives are subject to approval by the Athletics Director and available funding.

C. Nothing herein shall be construed as a guarantee of income derived from the duties associated with sport camps. Employment at such camps shall be at the sole discretion of the head coach and may be terminated at any time, with or without cause. Following such termination, the head coach shall have no further obligation to make any additional salary payments to Employee. Any earnings related to camps will be paid at the conclusion of each camp session.

5. DUTIES. The duties to be performed by Employee shall be those set forth in the job description which shall not be all inclusive and may be modified from time to time by the Association with reasonable advance notice to Employee.

6. RETIREMENT AND FRINGE BENEFITS. Employee shall be entitled to those retirement benefits and group medical, dental, life and disability insurance benefits which are generally available from time to time to other similarly situated employees of the Association. In addition, Association will provide full pay during the "Elimination Period" as defined under Association's long term disability insurance plan then currently in effect. In the event of the termination of this agreement, Employee shall be entitled to continue such insurance benefits at his or her sole expense as required by law. Employee shall not accrue paid leave during the term of their employment. Time off work will be at the discretion of the employee's supervisor although; such approval will not be unreasonably withheld.

7. BUSINESS EXPENSES. Association agrees to provide reimbursement for business expenses in accordance with the policy adopted and from time to time amended by Association. Employee agrees to be personally responsible for expenses incurred which are not covered by said policy. Employee agrees that if for any reason he or she does not personally remit said amounts within thirty (30) days from the date such expenses are incurred, Association shall be entitled to collect remittance through payroll deductions without advance notice to Employee.

8. OUTSIDE EMPLOYMENT AND ACTIVITIES. Employee shall obtain, through the Athletics Director, the University President's advance approval for all athletically related income and benefits from sources outside the Association. Additionally, Employee shall obtain the advance approval of the Athletics Director to engage in any outside employment or other non-paid activities which could impact Employee's responsibilities to Association. Sources of such income and types of activities shall include, but are not limited to, the following:

- A. Income from annuities;
- B. Sports camps and clinics;
- C. Housing benefits (including preferential housing arrangements);
- D. Country club memberships;
- E. Speaking engagements;
- F. Television and radio programs;
- G. Endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers; and
- H. Affiliation with other sports groups or teams (e.g., coach of a national team).

9. STANDARDS.

A. Employee shall perform his or her duties and personally comport himself or herself at all times in a manner consistent with good sportsmanship and with the high moral, ethical and academic standards of Association and University. At all times he or she shall exercise due care that all personnel and students under his or her supervision or subject to his or her control or authority shall comport themselves in like manner. Employee shall further observe and respect the principles of institutional control of every aspect of all athletic programs.

B. Employee further agrees that he or she will remain familiar with and at all times comply with applicable federal and state laws including the Buckley Amendment, University regulations, and governing athletic rules; and, at all times shall exercise due care that all personnel and students under his or her supervision or subject to his or her control or authority similarly shall so comply. In particular, Employee recognizes an obligation personally to comply with and to exercise due care that all personnel and students subject to his or her direct control or authority comply with governing athletic rules including but not limited to those relating to recruiting and furnishing of unauthorized extra benefits to recruits and student athletes, including without limitation purchase or sale of game tickets and furnishing of unauthorized

transportation, housing and meals, and with laws and governing athletic rules relating to gambling, betting and bookmaking, and illegal use, sale or possession of narcotics, drugs, controlled substances or other chemicals or steroids. In the event that Employee becomes aware, or has reasonable cause to believe, that violations of governing athletic rules may have taken place, he or she shall report the same promptly to the Athletics Director.

C. Unless notice has been given to him or her by Association of his or her termination pursuant to paragraph 10, Employee shall not under any circumstances discuss or negotiate directly or indirectly his or her prospective employment with any other institution of higher learning or professional athletic team without the express permission of Association, which shall not be unreasonably withheld.

D. Association shall have the right to take disciplinary or corrective action, short of suspension or termination for cause, against Employee for violation of any provision of this contract or for any reason which would allow termination for cause under the provisions of paragraph 10. Such disciplinary action may include, but is not limited to reprimand or probation and shall not affect Association's rights under paragraph 10. In addition, Employee shall be subject to disciplinary or corrective action by NCAA or SEC for any violation of NCAA or SEC regulations, respectively. Such action by NCAA or SEC shall not preclude or in any manner affect Association's right to take corrective or disciplinary action pursuant to this sub-paragraph or such other action pursuant to paragraph 10.

E. Employee recognizes that the primary mission of University is to serve as an institution of higher learning and shall fully cooperate with academic counselors or similar persons designated by Association to assist student athletes and the faculty and administrators of University in connection with the academic pursuits of student athletes and shall use his or her personal best efforts to encourage and promote those efforts. In that respect Employee recognizes that the goal of University is that every student athlete obtain a baccalaureate degree and agrees to fully support the attainment of this goal.

F. Employee shall at all times take every action necessary to comply with and to implement the policies of Association and University relating to substance abuse and to class attendance by students subject to his or her direct control or authority, and to exercise due care that all personnel and students subject to his or her direct control or authority comply with such policies. Employee represents and warrants that he or she has read such policies and that he or she will remain current as to the content of such policies.

10. **TERMINATION.** This Agreement may be terminated by the parties as follows:

A. Termination Without Cause. Either party may terminate this contract without cause upon thirty (30) days written notice to the other.

B. Termination by Employee for Cause. Employee may terminate this Agreement for cause. For this purpose cause shall only mean failure of Association to pay any sum or provide any benefits due pursuant to paragraphs 4, 6 or 7 if:

(1) such sum or benefit is more than thirty (30) days overdue or has not been provided for that period; and

(2) Employee thereafter has demanded in writing that such sum be paid or benefit provided; and

(3) after such written demand such sum or benefit remains unpaid or unprovided for an additional ten (10) days; and

(4) such sum is unpaid or benefit unprovided at the time of delivery to Association of a notice by Employee of termination.

C. Termination or Suspension by Association for Cause. Association may terminate this Agreement for cause, and such right of termination shall exist notwithstanding any rights available to Association under sub-paragraph 10A. Cause for this purpose shall mean any one or more of the following:

(1) Neglect or inattention by Employee to the duties as specified in paragraph 5 or Employee's refusal or unwillingness to perform such duties in good faith and to the best of Employee's abilities after reasonably specific written notice of such neglect or inattention has been given to Employee by Athletics Director, and Employee has continued such neglect or inattention during a subsequent period specified by Association of not less than ninety (90) days; or

(2) Material, significant or repetitive violation or breach by Employee of this contract, including without limitation paragraph 9 thereof, or of governing athletic rules or of University regulations; or

(3) Commission by Employee of a criminal violation of law whether prosecuted or not (excluding minor traffic offenses); or

(4) Fraud or dishonesty of Employee in the performance of his or her duties or responsibilities hereunder; or

(5) Fraud or dishonesty of Employee in the preparation, falsification, or alteration of documents or records of University, Association, NCAA, or SEC, or documents or records required to be prepared or maintained by law, governing athletic rules, or University regulations, or other documents or records pertaining to any recruit or student athlete, including without limitation expense reports, transcripts, eligibility forms, or compliance reports or permitting, encouraging or condoning such fraudulent or dishonest acts by any other person; or

(6) Failure by Employee to respond accurately and fully within a reasonable time to any reasonable request of inquiry relating to the performance of his or her duties hereunder or his or her prior employment at any other institution of higher learning propounded by Association, NCAA, SEC, or other governing body having supervision over the athletic programs of University or such other institution of higher learning, or required by law, governing athletic rules, or University regulations; or

(7) Counseling or instructing by Employee of any coach, student, or other person to fail to respond accurately and fully within a reasonable time to any reasonable request or inquiry concerning a matter relevant to the athletic programs of University or other institution of higher learning which shall be propounded by Association, NCAA, SEC, or other governing body having supervision over the athletic programs of University or such other institution of higher learning, or which shall be required by law, governing athletic rules, or University regulations; or

(8) Soliciting, placing, or accepting by Employee of a bet on any intercollegiate athletic contest, or permitting, encouraging, or condoning such acts by any other person; or

(9) Participating in, condoning or encouraging by Employee of any gambling, bookmaking or betting involving any intercollegiate or professional athletic contest whether through a bookmaker, a parlay card, a pool, or any other method of organized gambling; or

(10) Furnishing by Employee of information or data relating in any manner to any sport to any individual known by Employee to be or whom he or she should reasonably know to be a gambler, better, or bookmaker, or an agent of any such person, or the consorting or associating by Employee with such persons; or

(11) Use or consumption by Employee of alcoholic beverages or narcotics, drugs, controlled substances, steroids, or other chemicals in such degree and for such appreciable period as to impair significantly or materially his or her ability to perform his or her duties hereunder; or

(12) (a) Sale, use or possession by Employee of any narcotics, drugs, controlled substances, steroids or other chemicals, the sale, use or possession of which by Employee is prohibited by law or by governing athletic rules; or

(b) Permitting, encouraging or condoning by Employee of the sale, use, or possession by any student athlete of any narcotics, drugs, controlled substances, steroids or other chemicals, the sale, use or possession of which by any student athlete is prohibited by law or by governing athletic rules; or

(c) Failure by employee to fully cooperate in the enforcement and implementation of any drug testing program established by University for student athletes; or

(13) Subject to any right of administrative appeal permitted or granted to Employee by such bodies, the making or rendition of a finding or determination by NCAA, SEC, or any commission, committee, council, or tribunal of the same, of one or more major, significant or repetitive violations by Employee of governing athletic rules, or of any such major, significant or repetitive violations by others which were permitted, encouraged, or condoned by Employee, or about which violations Employee knew or reasonably should have known and failed to act reasonably to prevent, limit, or mitigate. It is recognized that this sub-paragraph encompasses findings or determinations of violations during employment of Employee at University or any other institution of higher learning; or

(14) Failure by employee to report promptly to Athletics Director any violations known to Employee of governing athletic rules or University regulations by coaches, students or other persons under the direct control or supervision of Employee; or

(15) Failure by Employee to obtain prior approval for outside activities as required by paragraph 8 or to report accurately all sources and amounts of all income and benefits as required by paragraph 8; or

(16) Commission of or participation in by Employee of any act, situation, or occurrence which brings Employee into public disrepute, contempt, scandal or ridicule or failure by Employee to conform his or her personal conduct to conventional standards of good citizenship, with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon University's or Association's reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to a level warranting criminal prosecution by relevant authorities; or

(17) Failure of Coach to secure written approval from the Athletic Director or Head Coach prior to exploring, discussing or negotiating, directly or indirectly (including, without limitation, through agents of either party), his prospective employment with any other institution of higher learning, including any affiliated organization thereof, or professional athletic team.

(18) Failure of Coach's conduct to comport with the UAA Code of Business Ethics (as outlined in the UAA Employee Handbook), including, without limitation: acting in a fair, ethical and honest manner; treating coaches and staff with honesty, respect and civility; and managing UAA resources responsibly, accurately and prudently.

In lieu of termination for cause, and apart from any rights under sub-paragraph 10A, Association may suspend Employee for a period not to exceed ninety (90) days for one or more of the acts or omissions representing grounds for termination for cause under this sub-paragraph. During a period of suspension under this sub-paragraph, Employee shall not be entitled to receive the salary provided by sub-paragraph 4A.

D. Suspension for Criminal or Other Charges. As an alternative or supplement to any other remedies available hereunder Association may suspend Employee for the following grounds:

(1) In the event of an indictment or information being filed against Employee charging a felony, or

(2) in the event of commencement, filing or delivery or any notice of formal inquiry or charge or in the event of a preliminary finding by NCAA, or SEC, or any commission, committee, council or tribunal of the same, alleging or finding one or more major, significant, or repetitive violations by Employee personally of governing athletic rules, or such violations by other persons which were permitted, encouraged or condoned by Employee, or of which he or she had actual or constructive knowledge and failed to act reasonably to prevent, limit, or mitigate.

Such suspension may continue until final resolution of such matter or proceeding. During such suspension, Employee shall receive only the salary specified in sub-paragraph 4A and the benefits described in paragraph 6, and shall not be entitled to receive any other benefits for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of Employee, and does not otherwise represent an independent basis for termination hereunder for cause, Association shall pay or make available to Employee an equitable portion of benefits hereunder otherwise payable to him or her during the period of suspension. Suspension under this sub-paragraph shall not limit any rights of Association to act pursuant to sub-paragraphs 10A and 10C. The exercise by Association of rights under such sub-paragraphs 10A and 10C during or subsequent to suspension under this sub-paragraph shall be governed by sub-paragraphs 11C and 11D as may be applicable.

E. Pre-termination Hearing. Prior to Employee being terminated for cause in accordance with sub-paragraph 10C and except in those extraordinary situations in which a pre-termination hearing would result in damage to Association or University property, would be detrimental to the interests of Association or would result in injury to Employee, to another employee of Association, or to the general public,

Employee will be given written notice of the intent of Association to terminate him or her at least seventy-two (72) hours before the intended termination. The notice of intended termination shall be signed by the Athletics Director or the designated representative of Association, and shall set forth the reasons for termination and a short explanation of the evidence which supports the intended termination decision. Upon request, Employee shall have the right, prior to the intended termination, to present a statement, either oral or written, to the Athletics Director, or the designated representative of Association, setting forth the reasons why he or she believes he or she should not be terminated. In those extraordinary situations where a pre-termination hearing is not possible, the Athletics Director, or the designated representative of Association, shall provide Employee with written notice of his or her termination and a short explanation of the evidence which supports the termination decision as soon thereafter as possible and in no case more than forty-eight (48) hours after the termination. The parties agree that Employee is not entitled to any hearing if he or she is terminated without cause as provided in sub-paragraph 10A. The procedure described in this sub-paragraph shall also be applicable in the event of a suspension for cause under sub-paragraph 10C.

F. Post-termination Hearing. If Employee is terminated for cause in accordance with sub-paragraph 10C, upon request, Employee shall have the right to a post-termination hearing within a reasonable time after his or her termination. The post-termination hearing will be conducted by a panel of three (3) impartial members of the Board of Directors of Association chosen by the University President. The hearing will be reported by a qualified court reporter, and a transcript prepared at the expense of Association. At his or her option Employee shall have the right to have his or her attorney present at such hearing, to call witnesses in his or her behalf, and to cross-examine witnesses. The rules of evidence shall not be applicable to such hearing. After the conclusion of such hearing, the panel shall promptly make a recommendation to the University President, and inform Employee of such recommendation. As soon thereafter as possible, the University President, or his or her designated representative, shall inform Employee and the Athletic Association of the termination decision of University President. The decision of University President shall be final and binding on both parties to this contract. The parties agree that Employee is not entitled to any hearing if he or she is terminated without cause as provided in sub-paragraph 10A. The procedure described in this sub-paragraph shall also be applicable in the event of a suspension for cause under sub-paragraph 10C.

G. Termination for Death or Disability of Employee. This contract shall terminate automatically upon the death of Employee or if Employee becomes totally disabled within the meaning of the provisions of the group disability insurance benefits provided to Employee under paragraph 6. If such disability insurance is not available or not provided for any reason, this contract shall terminate automatically whenever in the sole judgment of Association, the physical or mental incapacity of Employee shall have prevented him or her from performing his or her duties for a period of not less than nine (9) consecutive months.

11. TERMINATION CONSEQUENCES.

A. Termination by Employee Without Cause. If this contract is terminated by Employee without cause under paragraph 10A or otherwise:

(1) Employee shall be entitled to receive compensation during the thirty-day notice period only if during that period Employee continues to furnish the normal services and fulfills the responsibilities as specified in this contract. Except as otherwise provided in this sub-paragraph, if Employee is unwilling or unable to furnish such services, Employee shall not be entitled to receive further compensation beyond the date on which those services terminated. Association may relieve employee of part or all of the duties of the position at any time prior to thirty days from date of notice, but shall pay Employee as if he or she had fulfilled all responsibilities up to thirty days from date of notice. In the event Employee provides notice in excess of thirty days prior to date of termination, Association shall be entitled to select an earlier date of termination and to pay Employee for services rendered only until such date selected; provided, however, that if Association selects a date earlier than thirty days from date of notice, Association shall pay employee as if he or she had performed for at least thirty days from date of notice.

(2) Employee shall not for a period of one (1) year after such termination without cause contact or otherwise seek to recruit any high school athlete previously contacted or recruited by Association or University, unless such athlete had been recruited or contacted by any new institution employing Employee prior to the notice of termination by Employee to Association.

(3) During the first year of this contract Employee shall immediately reimburse the Association for relocation expenses paid on the employee's behalf. The Employee authorizes the Association to apply any unpaid wages or other monies owed to the Employee by the Association to the amount.

B. Termination by Employee for Cause. If this contract is terminated by Employee for cause pursuant to sub-paragraph 10B, he or she shall be entitled to receive any unpaid sums then due under sub-paragraph 4A hereunder together with the salary thereafter payable to him or her by Association under sub-paragraph 4A as it would otherwise be payable hereunder for the remainder of the term provided in paragraph 3.

C. Termination by Association for Cause. If this contract is terminated by Association for cause pursuant to sub-paragraph 10C, Employee shall be entitled to receive at the same annual rate the base salary specified in sub-paragraph 4A for a period of thirty (30) days after termination.

In no case shall Association be liable to Employee for the loss of any collateral business opportunities, or any other benefits, perquisites, income or consequential damages suffered by Employee as a result of the proper or improper termination by Association under this paragraph. If Association terminates this contract for cause and there is a subsequent determination by a judicial or administrative body that sufficient cause did not exist for termination, the parties agree this contract shall be deemed to have been terminated pursuant to sub-paragraph 10A.

D. Termination by Association Without Cause. If this Contract is terminated by Association without cause pursuant to sub-paragraph 10A, Employee shall be entitled to continue to receive his/her normal salary due under sub-paragraph 4A, such payments to be made in equal installments on the generally applicable UAA pay dates, and less amounts for federal income, Medicare and Social Security taxes, provided that Employee remains unemployed after termination. Such obligation shall continue until the stated expiration date of Employee's Contract with Employer. At any point whereby Employee becomes employed with another organization, these salary payments will be reduced by an amount equal to the gross amount being paid to Employee by such organization. The parties acknowledge that Employee is receiving and will continue to receive during the term of the Contract on going payments from the University of Notre Dame arising under his prior employment relationship with the University of Notre Dame without requirement of further services and the parties hereby agree that such compensation shall not considered as an offset or reduction against the compensation otherwise payable pursuant to this paragraph 11.D. In the event I.R.C. Section 457(f) applies to the payment of compensation under Paragraph 4A of the Contract by reason of a without cause termination of the Employee by the Association under Paragraph 10A of the Contract, Association hereby agrees to pay to the Employee, without further demand, in a lump sum from the compensation otherwise payable to Employee over the remaining term of the Contract, the maximum amount permitted to be paid to a service provider under T.Reg.§1.409A-3(j)(4)(iv) within thirty (30) days of such termination. The balance of compensation payable under Section 4A of the Contract shall be paid when otherwise due equally over the remaining term of the Contract subject to the applicable provisions of this Contract.

It is understood that the Association shall have no obligation to make any payment to the Employee under this Contract or otherwise other than what is described in this paragraph, and that the payments described do not extend the employment relationship beyond the termination date of paragraph 3.

Except as otherwise provided above, no allowance shall be made under this sub-paragraph for, and Employee shall not be entitled to receive, any other sum or benefit payable under paragraphs 6 or 7, or any other portion of this Contract.

E. Waiver of Claims. The financial consequences of termination of this contract or suspension thereunder are exclusively set forth herein. Therefore, with the sole exception of payments required by this contract, in any instance of termination for cause or without cause or suspension effected in accordance with the procedures established in this contract, neither Employee, Association, nor University shall be

entitled to receive, and each hereby waives any claim against the other, and their respective officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of speech, camp or other outside activity fees, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation resulting from the fact of termination, the public announcement thereof, or the release by Association, University, or Employee of information or documents required by law. Employee acknowledges that in the event of termination of this contract for cause, without cause or otherwise, he or she shall have no right to occupy the position of Assistant Football Coach and that his or her sole remedies are provided herein and shall not extend to injunctive relief. Employee further acknowledges that he or she has no expectation of the granting of tenure by University.

F. Termination by Death or Disability. In the event of termination by death or disability, neither Employee nor his or her estate shall be entitled to any compensation or benefits provided for in this contract except Employee or his or her designated beneficiary shall receive any group insurance benefits required by law.

12. ENTIRE CONTRACT. Together with Addendum "A" and any amendments executed pursuant to paragraph 14, this contract embodies the complete agreement concerning the employment of Employee by Association and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. The parties agree that neither of them has made any representations with respect to the subject matter of this contract or any representations, including the execution and delivery hereof, except as are specifically set forth herein or in Addendum "A", and each of the parties hereto acknowledges that each has relied solely on his or her and its own judgment in entering into this agreement with full opportunity to seek advice of competent counsel.

13. SEVERABILITY. If any provision of this contract shall be deemed invalid or unenforceable, either in whole or in part, this contract shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

14. AMENDMENTS TO CONTRACT. This contract may be amended at any time only by a written instrument duly approved by Association through its designated representatives and accepted by Employee, such approval and acceptance to be acknowledged in writing.

15. NO WAIVER OF DEFAULT. No waiver by the parties hereto of any default or breach of any covenant, term or condition of this contract shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.

16. RETENTION OF ALL MATERIALS, RECORDS, CREDIT CARDS AND KEYS. All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics or any other material or data, furnished to Employee by Association or developed by Employee on behalf of or at the expense of Association or otherwise in connection with the employment of Employee are and shall remain the sole and confidential property of Association. Within ten (10) days of the expiration or termination of this contract, Employee shall cause any such materials in his or her possession or control to be delivered to Association. At the same time Employee shall return to Association all credit cards or keys issued to him or her by Association.

17. SOVEREIGN IMMUNITY NOT WAIVED. It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by University or Association of any rights to claim such exemptions, privileges and immunities as may be provided by law.

18. "FORCE MAJEURE" CLAUSE. Neither party shall be considered in default in the performance of his or her or its obligations under this contract if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

19. GOVERNING LAWS. This contract shall be enforced and construed in accordance with the laws of Florida.

20. ADDITIONAL TERMS.

A. Dealer Car. For the term of this contract, Employee shall be assigned a dealer car in accordance with the Dealer Car Agreement and Association's Dealer Car Policy. Employee agrees to pay in full any applicable deductibles that may result from comprehensive and/or collision damages to his/her assigned vehicle. Employee agrees to notify the Procurement & Risk Management Department in writing each time that (s)he changes vehicles. Further, Employee agrees that the assigned vehicle will be turned in on, or before, the last day actually worked. Applicability of any car allowance in lieu of a dealer car for the remainder of the contract term will be at the sole discretion of the Athletics Director.

B. Equipment Supplement.

(1) Upon the execution of this contract, and on each subsequent February 1st during the term of this contract, Association shall provide a pay supplement of ten thousand dollars (\$10,000) from the monetary proceeds of an endorsement contract with Nike. Failure to abide by the provisions of this paragraph

shall constitute an abrogation of the agreement contained therein and result in the loss of any right to any portion of the pay supplement.

(2) If Employee leaves prior to end of the contract year, the Employee shall immediately reimburse the Association for the prorated amount of the equipment supplement. The Employee authorizes the Association to apply any unpaid wages or other monies owed to the Employee by the Association to the prorated amount. At his sole discretion, the Athletic Director may waive the provisions of this paragraph.

(3) Throughout the term of this agreement, Employee agrees to wear exclusively Nike Products while participating in athletic activities on behalf of the University or Association, including but not limited to practices, games and competitions, sports camps and all other occasions during which he or she poses for University or Association athletic related photographs or otherwise engages in University or Association related athletic activities.

Employee shall not alter or permit the alteration of any Nike Product he or she wears or uses to resemble a non-Nike Product. Further, Employee agrees not to wear any non-Nike Products which have been altered to resemble Nike Products.

Employee shall not permit the trade name, the trademark, names, logo or any other identification of any person, company or business entity other than Nike, and the University if approved by Nike, to appear on Nike Products worn or used by Employee.

(4) Nike Products shall include:

(a) all athletic and athletically inspired or derived footwear that members of any Team, Coaches and/or Staff wear or may be reasonably expected to wear;

(b) authentic competition apparel consisting of uniforms, sideline or courtside jackets and sweaters, game-day warm-ups, basketball shooting shirts, football player capes, wool and fitted caps, windsuits, rainsuits, sideline or courtside pants, shorts and shirts, and similar apparel, and practice wear (collectively, Authentic Competition Apparel) that members of any Team, Coaches and/or Staff wear or may be reasonably expected to wear;

(c) all other apparel articles of an athletic or athleisure nature including but not limited to tank tops, T-shirts, sweatsuits, separates and other body coverings, and accessories of an athletic or athleisure nature, including but not limited to headwear, headbands, wristbands, bags, socks, hand towels, that any Team, Coaches and/or Staff wear or use or may be reasonably expected to wear or use;

(d) non-prescription protective eyewear, eyewear with performance attributes and sunglasses;

(e) sports timing devices (including wristwatches, race

timers, stopwatches, etc. and devices used for competition or training that are also used in combination with timing devices such as heart rate monitors or calorimeters); and

(f) such other equipment as Nike may add to its product lines at any time during the term of this agreement.

Signed and executed this 10th day of February, 2011.

WITNESSES:

UNIVERSITY ATHLETIC ASSOCIATION, INC.

By: 

Director of Athletics

By: 

Associate Athletics Director

By: 

Head Coach



Employee

FIVE-PART COMPENSATION PLAN

University Athletic Association, Inc.

PURPOSE AND SCOPE

In 1991, the University Athletic Association, Inc. (UAA) approved a five-part compensation plan to recognize performance, achievement and success in the areas of athletic competition, academic accomplishments and individual work performance for employees. In 1995 an employee recognition program was implemented to recognize exemplary work performance for employees.

While the original plan has changed somewhat, the basic compensation components remain the same:

- I. Regular Salary
- II. Fringe Benefits
- III. Salary Supplement Plan
- IV. Employee Recognition Program
- V. Bonus for Excellence in Performance/Achievement
 1. Academic Achievement
 2. Athletic Achievement
 3. Longevity Incentive
 4. Managerial Performance

I. REGULAR SALARY

Regular salary is the base rate of pay defined by contract or pay plan. For coaches, administrators and other salaried staff this rate is an annual salary paid equally each pay period throughout the course of the year. Hourly staff are paid based upon the hours worked; regular salary is defined as the hourly rate paid for all hours worked including premium pay for any overtime hours.

All employees are assigned work in accordance with a job description (or contract) and the regular rate of pay is based upon these duties and responsibilities.

II. FRINGE BENEFITS

A number of employer-sponsored benefits are available to all line-item employees. Some of these benefits are fully funded by the UAA (e.g. pension plan), others are partially funded (e.g., group insurance programs), and still others are offered on a voluntary basis at group rates. A complete listing of benefits is available in the Human Resources Department.

III. SALARY SUPPLEMENT PLAN

The salary supplement plan authorizes the Athletics Director the discretion to award pay supplements to TEAMS employees who are required to work extensive additional hours on special projects beyond the normal duties assigned in the job description (or contract).

- A. Recommendations for a salary supplement are forwarded through the appropriate Assistant and/or Associate Athletics Director to the Athletics Director for approval. Such requests will detail the additional responsibilities assigned to an employee, the duration of the special project or event, and the amount of the recommended supplement. The amount of the supplement may not exceed ten percent (10%) of the base salary. The supplement should reflect effort expended beyond the normal assigned duties and scheduled work week. Any award in excess of 10% would require approval by the University President.

- B. Salary supplement payments will be made only upon completion of work, the event or special project. Supplements will be paid in the form of a lump-sum check issued through payroll with the appropriate amount of taxes withheld. Though supplements will not be considered as part of the base salary for purposes of future salary calculations, the supplements will be included for purposes of pension calculation, except for Florida State Retirement earnings where excluded by statute.

IV. EMPLOYEE RECOGNITION PROGRAM

The employee recognition program is designed to recognize employees for actions which positively impact the UAA and the University of Florida's "brand" at work or in the community.

The association reserves the right from time to time to amend the details of the ERP as necessary to meet the needs and focus of the organization.

An employee must be in an active pay status at the time the award is given. An active employee who is promoted from an eligible position to a non-eligible position may receive an award through the end of the quarter in which he/she is promoted.

V. BONUS FOR EXCELLENCE IN PERFORMANCE / ACHIEVEMENT

1. Academic Achievement

- A. Eligibility for Academic Awards of Excellence for Head Coaches, Assistant Coaches, and Academic Advisors are as follows:

1. Coaches and Staff, as outlined above, must have completed two years in their current position.
2. The graduation rate will be calculated by the method utilized by the Intercollegiate Athletic Committee (IAC). The IAC rate is based upon student athletes graduating within six years and excluding students who transfer from UF with a minimum GPA of 2.0 and have eligibility remaining. The IAC rate also includes students who transfer from another institution to UF.
3. Coaches and Staff will not be eligible if the program is subject to historical penalties due to Academic Performance Rates (APR).
4. In order to address roster/scholarship size differences among teams, a statistical squad size adjustment formula (confidence interval) will be utilized to treat programs equitably.

- B. Bonus Structure

In any year a team achieves an 85% graduation rate, allocations will be provided to coaches and staff as follows:

Head Coach	\$4,000
Assistant Coach	\$1,500
Academic Advisor*	

*\$1,500 per qualifying sport will be allocated to a pool for distribution to Academic Advisors as per directive of the Senior Associate AD for Student Life.

- C. Bonus awards will be paid in the form of a lump-sum check issued through payroll with the appropriate amount of taxes withheld. Award bonuses will not be considered as part of the base salary for purposes of future salary calculations; however, they are included for purposes of pension calculation except for Florida State Retirement earnings where excluded by statute.

2. Athletic Achievement

As approved by the Board of Directors, all Head and Assistant Coaches are eligible for Awards of Excellence for Athletic Performance. Bonuses are based on the individual coaches' annual base salary at the time of the event(s) for which the bonus is earned.

ALL SPORTS

- A. League Championship: 10% for all coaches
- B. NCAA Championship: 30% for all coaches

Note: In each sport, total combined bonuses for all coaches in one fiscal year may not exceed 40% of annual salary. Coaches that work with more than one sport (e.g. men's swimming and women's swimming) are eligible for up to a 40% bonus for each sport.

Note: This bonus plan is in effect unless otherwise noted in an employment contract.

SPORT SPECIFIC AWARDS

BASEBALL / SOFTBALL

- A. Participate in Super Regional: 10%
(Round of 16)
- B. OR Advance to CWS: 15%
- C. OR Participate in National Championship Game: 20%

MEN'S & WOMEN'S BASKETBALL

- A. Participate in Round of 64 teams: 10%
- B. OR Reach Sweet 16: 15%
- C. OR Reach Final Four: 25%

FOOTBALL

- A. Play in SEC Championship Game: 10%
- B. Play in Bowl with less than \$2 Million payout: 1 month salary
- C. OR Play in Non-BCS Bowl with greater than \$2 Million payout: 10%
- D. OR BCS Bowl: 20%
- E. OR Play in BCS National Championship Game: 25%

MEN'S & WOMEN'S GOLF

- A. 5th – 10th Place NCAA Finish: 10%
- B. OR 4th Place NCAA Finish: 12%
- C. OR 3rd Place NCAA Finish: 15%
- D. OR 2nd Place NCAA Finish: 20%

GYMNASTICS

- A. Qualify for Nationals: 10%
- B. OR Super Six: 12%
- C. OR 3rd Place NCAA Finish: 15%
- D. OR 2nd Place NCAA Finish: 20%

WOMEN'S LACROSSE

- A. Qualifying for NCAA Tournament: 10%
- B. OR Playing in the Quarter Finals: 12%
- C. OR Playing in the Semi-Finals: 15%
- D. OR Playing in the Finals: 20%

SOCCER

- | | |
|--|-----|
| A. Participate in Round of 16: | 10% |
| B. OR Participate Quarterfinals: | 12% |
| C. OR 3 rd Place NCAA Finish: | 15% |
| D. OR 2 nd Place NCAA Finish: | 20% |

MEN'S & WOMEN'S SWIMMING

- | | |
|--|-----|
| A. 5 th – 10 th Place NCAA Finish: | 10% |
| B. OR 4 th Place NCAA Finish: | 12% |
| C. OR 3 rd Place NCAA Finish: | 15% |
| D. OR 2 nd Place NCAA Finish: | 20% |

MEN'S & WOMEN'S TENNIS

- | | |
|---|-----|
| A. Advance to Team Championship:
(Round of 16) | 10% |
| B. OR Quarterfinals: | 12% |
| C. OR Semi-finals: | 15% |
| D. OR 2 nd Place NCAA Finish: | 20% |

CROSS COUNTRY, INDOOR & OUTDOOR TRACK

- | | |
|--|-----|
| A. 4 th Place NCAA Finish: | 10% |
| B. OR 3 rd Place NCAA Finish: | 15% |
| C. OR 2 nd Place NCAA Finish: | 20% |

VOLLEYBALL

- | | |
|---|-----|
| A. Participate in Round of 16: | 10% |
| B. OR Participate in Regional Championship: | 12% |
| C. OR Participate in Final Four: | 15% |
| D. OR 2 nd Place Finish: | 20% |

In addition to the above, full-time support staff who work directly with coaches and student athletes shall be eligible for up to a 10% bonus per fiscal year for their superior efforts. Eligible staff include: athletic trainers, strength and conditioning staff, communications directors, nutrition coordinators, directors of video operations and assistants to the head coach. Bonus requests are made by the supervising Associate AD to the Athletic Director. Award amounts will be based upon each team's success in the post-season or other relevant factors.

In addition to the scheduled bonuses outlined above, the Athletics Director may negotiate individual bonus awards which enhance or replace those outlined above. However, unless otherwise provided for by contract, additional negotiated bonuses do not preclude the coach from eligibility for bonuses based on the schedule listed above. Approval for such additional contractual bonuses outside the scope of this plan must be reviewed and approved by the President of the University.

3. Longevity Incentive

Upon approval of the University President, the Athletics Director, Associate and Assistant Athletics Director, Head Coaching contracts may include a longevity incentive provision. Such incentive is designed to recognize consistent superior performance and to encourage continued tenure with the UAA.

4. Managerial Performance

- A. Annual performance objectives for all senior level administrators are developed for the coming fiscal year in conjunction with the prior year's performance review. These objectives represent a collaborative effort on the part of the employee and his/her supervisor to identify projects and performance levels on which the Managerial Awards for Excellence Bonus will be based.

Performance objectives shall relate to the following areas:

1. Overall performance including such factors as knowledge of work, effectiveness in meeting goals, budget management, interpersonal skills, innovation and creativity, and motivating and developing staff.
2. Professional demeanor including work ethic, initiative, acceptance of responsibility and commitment.
3. Personal development including professional development efforts and community service activities.
4. Special events or projects.

- A. Awards must be authorized by the Athletics Director and based upon identified performance objectives.

- B. Unless otherwise provided for in the Employment Agreement, the following employees are eligible for a Managerial Award for Excellence Bonus:

Senior Associate Athletics Director/SWA/Administration
Senior Associate Athletics Director/Academic Affairs
Senior Associate Athletics Director/Compliance & Sports Administration
Senior Associate Athletics Director/External Affairs
Senior Associate Athletics Director/Internal Affairs

Associate Athletics Director/Administration
Associate Athletics Directors/Communications

Assistant Athletics Director/Accounting
Assistant Athletics Director/Communications
Assistant Athletics Director/ Compliance
Assistant Athletics Director/Controller
Assistant Athletics Director/Marketing & Promotions
Assistant Athletics Director/Sports Health
Assistant Athletics Director/Student Services
Assistant Athletics Director/Ticket Operations

Director/Human Resources
Director/Information Technology & Communications
Director/Maintenance
Director/Procurement Services & Risk Management

Associate Directors/Sports Health
Assistant to the Athletics Director – Lemerand Center

- D. Employees who are not in an eligible position for at least six (6) months of the fiscal year will not be eligible for a Managerial bonus. Employees who have been in an eligible position for at least six (6) months but less than twelve (12) months of a given fiscal year will be eligible for a pro-rated bonus based upon the number of months in the eligible position.
- E. The Board of Directors reserves the right to modify or abolish the plan at the beginning of any new fiscal year. The Athletics Director or his/her designee is responsible for notifying eligible participants of any plan modifications.

- F. **Award bonuses will be paid in the form of a lump-sum check issued through payroll with the appropriate amount of taxes withheld. Excellence Award Bonuses will not be considered as part of the base salary for purposes of future pay calculations; however, the bonuses will be included for purposes of pension calculation except for Florida State Retirement earnings where excluded by statute. Payment will be rendered by the end of the fiscal year for which the Award was earned.**

No payment will be made in the case of an eligible participant who earns an award bonus and, prior to payment of the bonus, is involuntarily discharged or involuntarily resigns.

In the case of the death of an eligible participant, a prorated award will be paid to the participant's estate, up to a maximum of fifty percent (50%) of the eligible award bonus, based upon completion of at least six (6) months of the award period.