

University of Connecticut Head Football Coach
AGREEMENT

This Agreement is made by and between the **University of Connecticut** (“the University”) and **Robert Diaco** (“the Coach”).

In consideration of the mutual covenants and conditions contained herein, the University and the Coach agree as follows:

ARTICLE 1 – EMPLOYMENT.

Subject to the conditions stated in the provisions of this Agreement, the University hereby employs the Coach as Head Football Coach at the University and the Coach hereby agrees to and accepts the terms and conditions for said employment outlined herein. The Coach shall perform such duties as may be assigned in connection with the supervision and administration of the football program, and other duties and responsibilities as are usual and customary to such coaching position in a National Collegiate Athletic Association (“NCAA”) Division I program. The Coach shall work under the immediate supervision of the Athletic Director at the University (“the Director”) who reports directly to the President of the University (“the President”), and shall confer with the Director on all matters requiring administrative and technical decisions.

ARTICLE 2 – TERM.

The term of this contract shall begin on January 15, 2016 and shall terminate on January 14, 2021 subject to the conditions stated herein. This Employment Agreement in no way grants the Coach a claim to tenure in employment or any years of employment attributable to tenure within the University.

For the purpose of review and consideration of an extension, the Director may re-open this Agreement by written notice within thirty (30) business days following the last game of the 2017-18 season. From the date of written notice, the parties will make reasonable efforts to complete an extension within sixty (60) days. If the parties do not come to resolution on the terms of an extension within the 60 day time period, the terms and conditions of the current agreement will remain in place.

ARTICLE 3 – COMPENSATION.

In consideration for services and satisfactory performance of the conditions of this Agreement by the Coach, the University promises to pay the Coach an annual salary, payable in equal installments at the end of each regular University pay period, in accordance with the payment schedule set forth below:

<u>Period</u>	<u>Payment</u>
1/15/2016 – 1/14/2017	\$400,000
1/15/2017 – 1/14/2018	\$400,000
1/15/2018 – 1/14/2019	\$400,000
1/15/2019 – 1/14/2020	\$400,000
1/15/2020 – 1/14/2021	\$400,000

3.1 The foregoing compensation shall be subject to the same payroll deductions (for example, state and federal taxes, F.I.C.A. withholding, and retirement plans) that apply to the members of the University of Connecticut Chapter of the American Association of University Professors (the “AAUP”). The Coach shall be entitled to the same personnel benefits as those currently provided to the members of the University of Connecticut Chapter of the AAUP.

3.2 The University shall pay a retention bonus of five hundred thousand dollars (\$500,000) if the Coach is still employed in the position of Head Football Coach on December 31, 2018. The payment shall be made within sixty (60) days (on or before March 1, 2019) of December 31, 2018. In the event that this Agreement is terminated for any reason other than just cause as defined in Article 10.1 or in accordance to Article 10.1(a) (physician determination-unable to perform duties) prior to December 31, 2018, the Coach shall receive a prorated payment of the retention bonus. The amount of the prorated retention bonus payment shall be based upon the date of the termination and shall be made within sixty (60) days of this same date. In the event that this Agreement is terminated in advance of December 31, 2018 and in accordance with Article 10.1(b), 10.1(c) or 10.1(d), the University will not be obligated to pay a prorated payment.

ARTICLE 4 – COACH’S DUTIES.

In consideration of the annual salary and other benefits which may become due and payable to the Coach under provisions of this Agreement, the Coach does promise and agree as follows:

4.1 To perform faithfully and conscientiously the duties assigned by the Director, as specified in Article 1 above, and to maintain the high moral and ethical standards commonly expected of the Coach as a leading representative of the Division of Athletics at the University.

4.2 To devote full-time attention and energy to the duties of Head Football Coach, as required herein, to support the academic success of the student-athletes, and to participate in fundraising activities in support of a football practice facility and other programs of the Division of Athletics. The Coach agrees to support and promote

sponsorship and public service initiatives of the Division and to avoid any business or professional activities or pursuits that will conflict with his performance of the duties under this contract. The Coach also agrees to embrace, support and promote sportsmanship within the football staff, team, fans and the University community.

4.3 To recognize and comply with the State of Connecticut laws, University policies governing its employees, the bylaws and official interpretations of the National Collegiate Athletic Association (“NCAA”) and the American Athletic Conference (“the Conference”), as now constituted or as they may be amended during the term hereof. Also the Coach agrees to comply with the rules and official interpretations of any conference that the University’s football program may become affiliated with during the term of this Agreement. Also, in accordance with NCAA Bylaw 11.1.1.1, the Head Coach is presumed to be responsible for the actions of all assistant coaches and staff members of the University’s football program who report, directly or indirectly, to the Head Coach. It is therefore the responsibility of the Coach to promote an atmosphere of compliance within the program supervised by the Coach and to diligently monitor the activities regarding compliance of all assistant coaches and other staff members involved with the program who report directly or indirectly to the Coach. If the Coach has knowledge of any information that would reasonably be considered by a person in the Coach’s position as a possible violation of NCAA bylaws or regulations or any rule of the American Athletic Conference (or any conference with which the University is affiliated), the Coach shall immediately report such information to the Director.

4.4 The Coach agrees that academic progress and achievement of the student-athletes under his supervision is of the highest importance. The Coach agrees to continue

to adhere to the University's standards and goals for the academic performance of its student-athletes in his recruitment, supervision and coaching of the football student-athletes. The Coach agrees to support, comply and enforce all measures and provisions of an annual academic plan for the football team developed by the Counseling Program for Intercollegiate Athletes ("CPIA") in the Division of Athletics. The Coach agrees to follow conscientiously any directives from the Director or from the President concerning such matters. The Coach agrees that upholding the academic success of the football program is a primary function and responsibility to his position. Payments will only be made pursuant to Article 13.1 (POST-SEASON COMPENSATION AND ACADEMIC PERFORMANCE PAYMENTS) if the annual Academic Progress Rate ("APR") for the football team has been satisfactorily met for the most recently completed academic year. The current annual APR score recognized as the acceptable standard is 930. If the APR is replaced by a new standard during the term of this Agreement, such new standard shall be deemed incorporated into this Agreement.

4.5 In accordance with NCAA Bylaw 11.2.1 (Stipulation That NCAA Enforcement Provisions Apply), the Coach acknowledges that if he is found by either the University or the NCAA to be in violation of NCAA bylaws or regulations, he "shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations."

**ARTICLE 5 – TRAVEL EXPENSES, EVENT TICKETS, COUNTRY CLUB AND
AUTOMOBILE ALLOWANCE.**

5.1 The Coach shall conduct such travel as is necessary to carry out duties as Head Football Coach. He shall attend such meetings and/or functions, including but not limited to, University events, fundraising events, NCAA events, and events in connection with the football conference with which the University is affiliated, and shall be authorized to have his spouse accompany him at such times as the Director deems appropriate. The University shall reimburse the Coach for all reasonable expenses, including airfare incurred by him and his spouse related to the conduct of such travel and to attendance at such meetings and functions pursuant to the terms of the Agreement and the applicable University rules and rates regarding travel.

5.2 The University will also make available to the Coach a suite and five (5) parking passes for personal use for all home football games at Rentscher Field. The Coach will be responsible for all costs associated with food and beverage service in the suite and no such costs shall be subject to reimbursement. The University shall make available, per the request of the Coach, twenty (20) tickets for personal use for all home, away, conference championship and post-season bowl games. The Coach will also be entitled to receive four (4) tickets for all University of Connecticut home games in sports other than football. For all tickets (including the suite) requested and received pursuant to this Agreement, the Coach acknowledges and understands that the value of the tickets will be reported as taxable compensation. The Coach is required to personally maintain a list or log of the names of individuals who have received all complimentary and purchased admissions issued to the Coach for each home, away, conference and post-

season bowl event. The Coach will be responsible for delivering the list or log to the Director within five (5) business days of the request of the University.

5.3 The University shall pay the current fee categories for an annual family membership at a country club approved by the Director. If the Coach wishes to change his membership to another golf or country club in Connecticut, any such change shall be approved in writing by the Director. In such case, the Coach will be responsible for paying the initiation fee at the new country club. The University shall only be responsible for paying the current fee categories arising from the new membership but will not continue the payments at the former country club.

5.4 The Coach will receive an automobile car allowance in the amount of \$15,000 (fifteen thousand dollars) to be payable on a bi-weekly basis.

ARTICLE 6 – PUBLIC RELATIONS, CONSULTING AND MEDIA FEES.

6.1 The University guarantees that the Coach will receive semi-annual payments, with the first payment to be made on the first payroll period after January 15 and the second payment will be made on the first payroll period in June during each year of this Agreement for public relations events, speaking fees and media appearances in accordance with the payment schedule set forth below:

<u>Period</u>	<u>Payment 1</u>	<u>Payment 2</u>	<u>Total</u>
1/15/2016 – 1/14/2017	\$600,000	\$700,000	\$1,300,000
1/15/2017 – 1/14/2018	\$700,000	\$700,000	\$1,400,000
1/15/2018 – 1/14/2019	\$750,000	\$750,000	\$1,500,000
1/15/2019 – 1/14/2020	\$800,000	\$800,000	\$1,600,000
1/15/2020 – 1/14/2021	\$850,000	\$850,000	\$1,700,000

6.2 The Coach agrees that he will be available for a maximum of twenty (20) speaking engagements or other events, to be determined by the Director, after consultation with the Coach. Of the twenty (20) events, the following six (6) must be attended each year: (1) UConn Club Golf Outing; (2) UConn Corporate Sponsor Golf Outing; (3) UConn Club Awards Dinner; (4) UConn Hall of Fame Dinner; (5) UConn Club Endowment Dinner; and (6) the team's annual visit to the State Capitol. Notwithstanding the above, in the event of illness, death of a family member, or recruiting activities (as determined by the Director), the Coach may be excused from any of the six (6) listed events. In the event that the Coach is not able to attend any of the above referenced events, the Coach will notify the Director in writing in a timely manner prior to the event.

6.3 The Coach may not designate a staff member to appear in his stead without the prior approval of the Director.

6.4 Television appearances by the Coach will include weekly television shows and special programming shows to include call-in shows and news inserts. The Coach will receive no income from those appearances beyond the amount specified in Article 6.1 of this Agreement.

6.5 During the season, the Coach must participate in call-in sport shows, on a weekly basis, on the radio station that carries University of Connecticut football games, as well as a pre-game radio show prior to each game. The Coach will receive no income from those appearances beyond the amount specified in Article 6.1 of this Agreement.

ARTICLE 7 – FOOTBALL CAMPS OR CLINICS.

7.1 The Coach may organize and direct football camps or clinics utilizing University dormitories, dining halls, athletic facilities, and other campus facilities. Unless conducted as a University activity, any such camp or clinic shall be contracted through the University's Events and Conference Services Office at the rates and fees published by that Office. Such costs shall be paid by the Coach. The Coach may charge the campers such fees as the Coach deems reasonable. Upon fulfilling the terms of the contract entered into between the Coach and the University's Events and Conference Services Office, the Coach will be entitled to retain all sums derived from the football camp or clinic after payment of the University's rates and fees.

7.2 The Coach may also organize and direct football camps or clinics located off the University's campus. Said camps or clinics shall not be entitled to use the University's facilities, nor shall they be conducted through the University's Conference Services Office. All costs associated with off-campus camps or clinics shall be the responsibility of the Coach.

7.3 Unless conducted as a University activity, all camps and clinics run by the Coach pursuant to this section shall be owned and operated by the Coach. All decisions concerning the operation and administration of such camps and clinics shall be solely at the discretion of the Coach and all such decisions shall meet NCAA and Conference bylaws and regulations. All staff employed at such camps and clinics that are not conducted as a University activity, for the purposes of this section only, shall be considered employees of the Coach, and not the University or the State.

7.4 Consistent with NCAA bylaws and regulations, the Coach agrees to submit for University audit, within ten (10) business days of a request from the University, all relevant financial and payroll records from any football camp or clinic in which prospective student-athletes participate and in which the Coach is a major owner (fifty-one {51%} percent or greater) or operator.

ARTICLE 8 – PROMOTIONS, ENDORSEMENTS AND CONSULTING

ACTIVITIES.

8.1 The Coach agrees to be available for media or other public appearances at such times as the University, through the Division of Athletics, may reasonably designate for University publicity or promotion purposes and in adherence to the provisions of the University Agreement with IMG College, Inc. of September 1, 2008 (“IMG Agreement”).

8.2 The University is authorized to offer for sale on its Division of Athletics website those photographic images under the ownership, control or copyright of the University, which depict University of Connecticut Athletics activities, programs, athletes (former and current), coaches (former and current), stadiums or campus facilities. The Coach will receive no income from any sale of the photographic images beyond the amount specified in Article 3 of this Agreement. Following the expiration or termination of this Employment Agreement, the University shall have the continued right to use the publicity rights of the Coach in connection with promoting and preserving the history of the University’s football program and to comply with any legal obligations then existing upon the expiration or termination of the Agreement. Additionally, the scope of the license granted to the University shall include the right to use the Coach’s name, likeness

and image in programming created during the life of this Agreement, including the right to sell game footage or videos containing images of Coach after the expiration or termination of the Agreement. However, the University shall not have the right to use Coach's name, likeness and image following the expiration or termination of this Agreement for purposes of marketing any new products or items without Coach's prior written approval.

8.3 (a) Subject to the Director's approval, which shall not be unreasonably withheld, and the IMG Agreement, the Coach may enter into third party promotional, consulting and/or endorsement agreements. The Coach may retain all such endorsement monies to the extent permitted by the Code of Ethics for Public Officials, as interpreted by the Office of State Ethics.

(b) The Coach agrees to comply with and assist in ensuring compliance with the obligations of the NIKE Agreement of July 1, 2008, including provisions regarding the use of NIKE products by the football team (including certain coaches and staff) for games, practices, exhibitions and other official University activities (including but not limited to photo sessions and interviews) in which the team, coaches, and staff would reasonably expect to wear and/or use athletic apparel or equipment. Any exception to this provision shall be subject to the NIKE Agreement and shall be permitted only upon the approval of both the Director and the appropriate official from NIKE USA, INC. All apparel or equipment for use by the football team shall be coordinated with and ordered by a designated employee of the UConn Athletic Equipment Services staff.

(c) Any apparel or equipment donated to the University by a manufacturer is subject to NCAA bylaws, the NIKE Agreement as well as State of Connecticut statutes concerning the acceptance of gifts to the University and the University's property inventory procedures. Such equipment must be sent directly to the University's Athletic Equipment Services Office. Any personal equipment or apparel that is provided to or purchased by the Coach from an apparel dealer must be delivered to his home address and cannot be received by the University. The University is not obligated to provide or purchase such equipment for its intercollegiate team.

8.4 All designs for merchandise incorporating any University of Connecticut marks and/or logos (including verbiage), which may be sold or given away at any activities (camps, clinics, any athletic contests, etc.) involving the Coach, must be approved in writing by the University, through the Athletic Licensing Office, prior to production.

(a) All merchandise incorporating any University of Connecticut marks and/or logos (including verbiage), which will be sold or given away at any activities (camps, clinics, any athletic contests, etc.) involving the Coach, is subject to normal licensing approval and applicable royalty fees. All such merchandise **MUST BE** purchased from University-approved, **LICENSED** manufacturers. A list of all University-approved, licensed manufacturers (including addresses and telephone numbers) is available from the University Athletic Licensing Office and must be reviewed by the Coach prior to distribution of any merchandise as described in this section 8.4.

(b) Copies of all invoices for all merchandise incorporating any University of Connecticut marks and/or logos (including verbiage) ordered for resale/give-away at any activities (camps, clinics, any athletic contests, etc.) involving the Coach, must be forwarded to the University Athletic Licensing Office for review.

8.5 This Agreement is subject to and complies with NCAA Bylaw 11.2.2 (Athletically Related Income – NCAA Division I Manual). In accordance with NCAA Bylaw 11.2.2, the Coach shall submit a written detailed account prior to June 30 of each year to the President, through the Director, describing any athletically related outside income activity and the compensation received from said activity. Sources of such income shall include, but are not limited to, the following:

- (a) Sports camps or clinics;
- (b) Speaking engagements;
- (c) Promotional or media advertisements; and
- (d) Professional consulting.

The process by which the Coach obtains approval of all athletically related outside income and benefits shall conform to the University Policy on Consulting for Faculty and Members of the Faculty Bargaining Unit (“University Consulting Policy”) as more fully set forth in section 8.6 below.

8.6 Any consulting, endorsement or outside income activity performed by the Coach shall be consistent with the University Consulting Policy. In accordance with the University Consulting Policy, the Coach agrees to submit a prior written request for approval to the Director and the President’s Office for all consulting, endorsement or outside income activity.

8.7 Personal endorsement agreements must be consistent with the IMG Agreement and compliant with all University policies and State statutes. The terms of any personal endorsement agreement must be approved by the University, in accordance with the University Consulting Policy, in advance of execution and performance by the Coach.

ARTICLE 9 – CODE OF ETHICS AND UNIVERSITY POLICY.

All aspects of this Agreement are governed by and subject to the Code of Ethics for Public Officials, as interpreted by the Office of State Ethics of the State of Connecticut. The Coach shall comply with the University’s Consulting Policy prior to engaging in any activities described in Article 7 (“Football Camps or Clinics”), Article 8 (“Promotions, Endorsements and Consulting Activities”) or as described in that policy.

ARTICLE 10 – TERMINATION AND/OR DISCIPLINE.

10.1 Notwithstanding Article 2, this Agreement shall terminate upon the occurrence of any of the following events, and except for the payment of any salary or other compensation, or installments thereof, earned as of the date of the termination, the rights and obligations of the parties shall cease:

(a) In the event of a determination by a physician mutually agreed upon by the University and the Coach (or his representative), that the Coach is no longer able to perform the duties of Article 4. Termination of this Agreement for this reason shall become effective ninety (90) calendar days after the University’s written notification to the Coach.

(b) In the event of the Coach's resignation or retirement from University employment or upon his acceptance of other employment (subject to Article 11 herein).

(c) In the event the Coach fails, refuses or neglects to render his services or to fulfill his duties hereunder; provided, however, the University will first furnish written notification of any default under this provision and afford the Coach ten (10) business days from the date thereof to remedy such default or commence to diligently remedy such default if it cannot be cured within ten (10) business days; and

(d) In the event the Coach is removed from the position or otherwise disciplined for just cause, as defined in the then existing and applicable Collective Bargaining Agreement between the University and the AAUP ("Collective Bargaining Agreement"), as it pertains to members of the unit not in a tenure track. The phrase "just cause" shall include, in addition to the definition contained in the Collective Bargaining Agreement: 1) a violation by the Coach of any material law, rule, regulation, policy, bylaw, or official interpretation of the University, the Conference or the NCAA; and 2) a violation by a member of the football coaching staff, or any other person under the Coach's supervision and direction, including student-athletes in the football program, that the Coach knew as a violation, and takes no steps to address, correct and report the violation within a reasonable period of time which under no circumstances shall be longer than ten (10) business days.

(e) In the event the Coach is disciplined or removed for just cause, the procedures currently contained in Article 13 of the Collective Bargaining Agreement, which is incorporated herein, shall control. In the event that there is a new Collective

Bargaining Agreement, any provisions pertaining to discipline or termination of bargaining unit members not in a tenure track shall apply to this Agreement.

10.2 In the event the University terminates this Agreement for any reason other than just cause as defined in Article 10.1 (i.e., the provisions of 10.1(a), 10.1(b), 10.1(c) and 10.1(d) are not applicable) the following payment will be due to the Coach within sixty (60) days in accordance with the effective date of termination and in full satisfaction of the University's obligation to the Coach:

<u>Period</u>	<u>Payment</u>
1/15/2016 – 12/31/2016	\$5,000,000
1/1/2017 – 12/31/2017	\$3,400,000
1/1/2018 – 12/31/2018	\$1,700,000
1/1/2019 – 12/31/2019	\$1,000,000
1/1/2020 – 12/31/2020	\$1,000,000

For example, if the University terminates this Agreement for any reason other than just cause (as defined in Article 10.1) as of March 1, 2018, the University shall be obligated to pay or cause to be paid to the coach the sum of \$1,700,000 within sixty (60) days of the effective date of termination.

ARTICLE 11 – OTHER EMPLOYMENT.

11.1 The Coach may personally, or through any agent, seek or negotiate for other employment during the term of this Agreement subject to the requirement that, the Director receives prior written notice of his intention to do so and also subject to the provisions of Article 11.2.

11.2 In the event that the Coach accepts a position during the term of this Agreement as a Head or Assistant Football Coach at any NCAA Division I institution, or as a Head or Assistant Coach in any professional football league, the following fee will be due to the University from the Coach within thirty (30) days of the effective date of the Coach's separation from the University:

<u>Period</u>	<u>Payment</u>
1/15/2016 – 11/26/2016	\$700,000
11/27/2016 – 11/26/2017	\$350,000
11/27/2017 – 11/26/2018	\$175,000
11/27/2018 – 11/26/2019	\$100,000
11/27/2019 – 11/26/2020	\$50,000

For example, if the Coach notifies the University in writing of an effective date of separation of March 1, 2018, the Coach shall be obligated to pay or cause to be paid to the University the amount of one hundred seventy-five thousand dollars (\$175,000). This payment shall be made within thirty (30) days of the separation.

ARTICLE 12 – SUPPORT STAFF.

The Coach shall have the right to select and retain all assistant coaches, subject to the terms of the applicable Collective Bargaining Agreement and the approval of the Director (which approval shall not be unreasonably withheld or delayed).

ARTICLE 13 – POST-SEASON COMPENSATION.

13.1 In consideration of services and the performance of the conditions of this Agreement beyond the regular season of scheduled games, the University guarantees that the Coach will receive compensation in accordance with achieving athletic performance goals as follows:

(a) Bowl Game Participation

- (1) Winning the College Football Playoff Championship - \$400,000
- (2) Participation in a College Football Playoff Semifinal - \$200,000
- (3) Participation in a College Football Playoff Access Bowl - \$100,000
- (4) Participation in a non-Playoff/Access Bowl Game - one month of base salary (Article 3)

The compensation to the Coach will be provided by the University in one, non-cumulative payment for the highest performance level achieved for the post-season. For example, if the football team participates and wins a College Football Playoff Semifinal and then participates and wins the College Football Playoff Championship, one payment of \$400,000 will be paid to the Coach.

(b) Conference Performance

- (1) Participation in a Conference Championship Game – ½ month base salary (Article 3)
- (2) Winning a Conference Championship Game – ½ month base salary (Article 3)

(c) Coach of the Year Recognition

- (1) Conference Coach of the Year – ½ month base salary (Article 3)

(2) National Coach of the Year – ½ month base salary (Article 3)

In the event the Coach receives both the “National” and “Conference” Coach of the Year awards in the same season, the Coach shall receive one payment of ½ month of the base salary (Article 3).

13.2 The payments set forth in Article 13.1 will be made by the University only in the event that the annual APR for the football team has been satisfactorily met (currently a score of 930) for the most recently completed academic year. Any payments will be made within thirty days of the final game of the season. The Coach shall not be entitled to the receipt of any such post-season payments in the event the Coach is not present for the post-season game arising from the acceptance of another Head or Assistant Coach position as per the application of Article 11. The Coach shall be entitled to receipt of earned post-season payments even in the condition that the Coach is no longer employed by the University at the time the payments are due to the Coach.

ARTICLE 14 – RELATIONSHIP BETWEEN THE PARTIES.

The relationship between the Coach and the University shall be determined by the terms and conditions of this contract and by the terms of the Collective Bargaining Agreement between the AAUP and the University as it applies to bargaining unit members not in a tenure track.

ARTICLE 15 – LIMITATION OF REMEDIES.

The parties agree that neither party shall be liable for any collateral or consequential damages of any kind, including damages for lost collateral business opportunities or compensation arrangements.

ARTICLE 16 – 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.

ARTICLE 17 – GOVERNING LAW.

This Agreement shall be governed by and construed under the laws of the State of Connecticut.

ARTICLE 18 – SEVERABILITY.

If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

ARTICLE 19 – NOTICES AND WRITTEN ADDENDUMS.

All notices, demands, or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile with confirmed receipt, or if delivered via Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

If to University of Connecticut:

Director of Athletics-University of Connecticut

2095 Hillside Road, Unit 1173

Storrs, CT 06269

If to Coach:

NC Sports, LLC

Attn: Neil Cornrich

One Chagrin Highlands

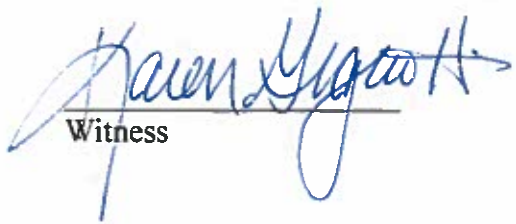
2000 Auburn Drive, Suite 315

Beachwood, Ohio 44122

ARTICLE 20 – MODIFICATIONS.

This Agreement constitutes the entire understanding between the University and the Coach and may not be altered except by a written amendment duly executed by both parties.


IN WITNESS WHEREOF, the Coach and the authorized representatives of the University have executed this Agreement on this 6th day of May, 2016.


Witness


Robert Diaco
Head Coach

UNIVERSITY OF CONNECTICUT:
STORRS, CONNECTICUT


Witness


By: 
David Benedict
Athletic Director


Witness

By: 
Susan Herbst
President

AAUP- STORRS CHAPTER


Witness

By: 
Michael G. Baifey
Executive Director
AAUP

Received
MAY 09 2016
President's Office