

UConn[®]

ATHLETICS

December 28, 2016

Dear Randy,

We are pleased that you have accepted the position of Head Football Coach for the University of Connecticut ("UConn"). This letter presents some additional terms relative to your transition.

Housing: The University will provide temporary housing at no cost to you through June 30, 2017. If you still require temporary housing after that date, the University will use best efforts to find such housing for you, but it may be in a different location. You will pay rent for any housing after June 30, 2017. The University's policy is to limit the use of temporary housing to one year from the date of employment. That means temporary housing will cease no later than December 31, 2017. Please plan accordingly.

Home Visits/House Hunting Visits: The University asked you to begin work immediately. We recognize that it was not feasible for you to relocate your family on such short notice. The University will reimburse you for actual reasonable and necessary travel expenses to visit your family up to six (6) times until they join you in Connecticut. These trips may be used for your spouse to come to Connecticut rather than you returning home, provided that the total number of trips is no more than six. All travel expenses will be paid in accordance with University travel policies. You will not be reimbursed for children's travel expenses.

Moving Expenses: Your contract provides that you will be reimbursed for household moving expenses pursuant to University Policy. The University will arrange for you to receive reimbursement for all reasonable and necessary moving expenses actually incurred.

This letter reflects all of the transition expenses that will be provided to you by the University.

Please confirm that you understand and agree to the terms of this letter by signing a copy and returning it to me.

Sincerely,



David Benedict
Director of Athletics
University of Connecticut

Understood and Agreed to:

Randy D. Edsall
(Signature)

12/28/16
(Date)

Printed Name: Randy D. Edsall



2095 Hillside Road, Unit 1173
Storrs, CT 06269-1173

PHONE 860-486-2725
FAX 860-486-3300

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December 28, 2016

Dear Randy,

It is with great pleasure that I offer you the position of Head Football Coach for the University of Connecticut ("UConn"), effective January 3, 2017. This letter presents the material terms of UConn's employment offer and will be incorporated into a formal employment contract with UConn for execution at the earliest possible date.

Your acceptance of this offer will constitute a binding agreement between you and UConn and, in advance of the execution of a formal employment contract, this letter and the terms set forth herein will exist as the enforceable agreement between you and UConn.

The employment contract will be for a term of five (5) years with an option for a two-year extension after a 24-month review at the discretion of UConn's Athletic Director. This contract will include the terms set forth below and contain other customary terms.

Your compensation as Head Football Coach will be the following:

Base Compensation

- Your Base Compensation is an annual salary of \$400,000 paid biweekly.

Additional Compensation

- You will receive Additional Compensation in the annual amount of \$600,000 paid quarterly for the performance of media, fundraising, public outreach and other similar responsibilities.
- Additional Compensation may increase annually by an amount not to exceed \$100,000 per year, subject to, and based on the extent of, your achievement of certain performance goals established by the Athletic Director (as described below).

Incentive Compensation

- If you remain employed by UConn as the Head Football Coach (i) on December 1, 2019, you will receive a Retention Bonus of \$300,000; and (ii) on December 1, 2021, you will receive a Retention Bonus of \$200,000. These payments will be made within sixty (60) days of the date earned. These amounts will come due and be payable only if you remain continuously employed as the Head Football Coach through December 1, 2019 and December 1, 2021, as applicable.



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- You will be eligible to receive incentive compensation for achieving athletic goals as follows:
 - Bowl Game Participation up to \$400,000 (This payment is non-cumulative; you will be paid only the highest incentive in the category of Bowl Game Participation):
 - Winning the College Football Playoff Championship = \$400,000
 - Participate in a College Football Playoff Semi-Final = \$200,000
 - Participate in a College Football Playoff "Access Bowl" = \$100,000
 - Participation in a non-"Playoff" or "Access" Bowl Game = 1.0 month base salary
 - Coaching Recognition up to 2-months base salary (This payment is cumulative; you may receive both incentives described below):
 - National Coach of the Year = 1.5 month base salary
 - Conference Coach of the Year = 0.5 month base salary
 - Conference Performance up to 1-month base salary:
 - For years without a conference championship game:
 - Regular Season Championship = 1.0 month base salary
 - For years with a conference championship game (This payment is cumulative; you may receive both incentives described below):
 - Participate in Conference Championship Game = 0.5 month base salary
 - Conference Championship Game Winner = 0.5 month base salary
- You will be eligible to receive up to \$150,000 in additional incentive compensation for achieving performance goals established annually by the Athletic Director. In addition, your Additional Compensation may increase annually, by an amount not to exceed \$100,000 per year, based on the incentive compensation payable from the achievement of these performance goals during the prior year (and excluding any amounts payable for the athletic goals described above). (For example, if you earn \$25,000 of the \$150,000, your next year's Additional Compensation will increase by \$25,000, and if you earn \$150,000 of the \$150,000, your next year's Additional Compensation will increase by \$100,000.)
- The Athletic Director will determine your achievement of the established athletic and performance goals. Payments for incentives will be made within sixty (60) days after the end of each year. Payment for any increased Additional Compensation will be paid quarterly along with the other Additional Compensation.
- Beginning in your second year, payments for incentives will only be made if the APR for the football team for the most recent reporting year and for the last reported four-year rolling average is 950 or above.

Other Benefits

- Full personnel benefits on the same terms as provided by UConn to similarly-situated non-tenured employees, subject to standard payroll deductions.
- Reimbursement for all actual reasonable and necessary travel expenses incurred in relation to performing the responsibilities of the Head Football Coach position as per UConn policy including, with prior approval from the Athletic Director, the travel expenses of your spouse but not children.
- Reimbursement for your household moving expenses in accordance with UConn policy and state

law, as approved by the Athletic Director.

- A suite and five parking passes for all home football games at Pratt & Whitney Stadium at Rentschler Field and 20 tickets for all away and post-season bowl games. These tickets may be used in your discretion in furtherance of your duties as the Head Football Coach.
- Payment of an automobile allowance in the amount of \$15,000 paid biweekly.
- Payment of the fee categories for one annual family country club membership in Connecticut as approved by the Athletic Director.

Compliance Terms

- You shall be prohibited from receiving benefits or compensation other than as described above from any other source without prior written agreement by UConn and such benefits or compensation must be in accordance with UConn policy. You will be required to report such outside compensation and benefits annually.
- It is a condition of your employment that you will comply with state statutes, including ethics statutes, and with policies, rules and regulations established by UConn, UConn's athletic conference and the NCAA. If UConn determines that, while employed by UConn, you have violated any of these provisions, failed to report a violation you knew about or failed to prevent or stop a violation within your area of responsibility, then you may be subject to disciplinary action. Discipline will be in proportion to the violation and may include suspension without pay or termination for cause.
- Because UConn's relationship with the NCAA is critical, if UConn determines that, prior to employment by UConn, you violated NCAA rules, regulations or policies, failed to report a violation you knew about, or failed to prevent or stop a violation with your area of responsibility, you may be subject to disciplinary action as in the prior paragraph.

Separation Terms

- If you terminate your employment prior to the end of the term for any reason, or if UConn terminates your employment for cause, UConn will not be liable for any payments or benefits after the date of termination. The employment contract will set forth the circumstances that constitute "cause", but include typical circumstances that sustain the termination of any regular staff employee of UConn.
- In the event UConn terminates your employment for any reason other than cause, you will be entitled to receive the following cash payment in accordance with the effective date of termination and such payment shall serve as full satisfaction of all of UConn's obligations to you:

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

- In the event you terminate your employment prior to the end of the term for any reason other than your death or disability, you will be required to pay UConn the following cash payment in

