MULTI-YEAR FOOTBALL COACHING CONTRACT GENERAL SUMMARY OF TERMS ARIZONA BOARD OF REGENTS, ON BEHALF OF UNIVERSITY OF ARIZONA

(*Any employment agreement is subject to ABOR approval)

General Summary of Terms

- Name of Football Coach: HEAD COACH JEDD FISCH
- **Term of Agreement:** <u>5 years from effective date of Agreement (after year one, term of agreement will be December 1 November 30 each year. First year is December 23 through November 30)</u>
- Base Salary:
 - \$1,800,000/year one (December 2020 November 2021)
 - o \$1,800,000/ year two (*December 2021- November 2022*)
 - o \$2,000,000/ year three (*December 2022- November 2023*)
 - \$2,200,000/ year four (December 2023- November 2024)
 - \$2,300,000/ year five (December 2024-November 2025)

- Peripheral Compensation:
 - Additional Duties: \$500,000 Annually
 - Participate in fundraising events and activities as designated by Director of Athletics
 - Participate in speaking engagements and community events as designated by Director of Athletics
 - Participate in football promotional activities as designated by Director of Athletics
 - IMG: Coach will enter into a separate agreement with IMG for radio show (\$100,000) and will have the opportunity to negotiate with IMG the value of other appearances (TBD).
 - Nike: Coach will enter into a separate agreement with Nike for \$200,000 annually.

^{*}Coach will be subject to the University of Arizona 2020-2021 salary reduction program, which is 20% of base salary. Pay reduction will be applicable until end of the program on February 21, 2021.

• Camps: Coach will be permitted to operate private camps on the campus of the University of Arizona. Coach will negotiate a separate agreement for space rental. Coach will have exclusive right to control and operate these football camps or clinics. Camps will be subject to facility availability and pursuant to the most favorable University user fees and terms offered to commercial (i.e., non-charitable) users. Coach owns all rights in the Camps, controls their operation, and is responsible for the payment of all expenses and liabilities of the Camps.

• Assistant Coach Salary Pool:

Assistant Coach salary pool (10 FTEs): \$3,700,000 (per year; for five years)

Incentive Payments (one-time annual)

Will accrue the equivalent of retention payment of \$100,000 each year of first four years, paid out at the end of year four (the "Retention Bonus"). The full \$400,000 amount of the Retention Bonus shall be vested and earned if Coach remains employed at the University as of November 30, 2024. Early termination or departure of coach will not result in a payment. It shall be paid within thirty (30) days of being earned in 2024.

Salary cap for incentive bonuses (payments to coach will not exceed \$1,000,000 in any given contract year (the "Maximum Incentive Bonus Amount") which shall not include the Retention Bonus). All incentive bonuses to be paid within thirty (30) days of being earned.

- Athletic: (all bonuses except final team ranking are cumulative up to the Maximum Incentive Bonus Amount)
 - Designation as Pac-12 Conference South Division Champion: \$100,000
 - Winning Pac-12 Conference Champion: \$200,000
 - Participating in a non-major, non-CFP bowl game: \$25,000
 - Participating in a major non-CFP bowl game (Rose, Sugar, Cotton, Orange, Fiesta, Peach): \$100,000
 - Winning a major non-CFP bowl game (Rose, Sugar, Cotton, Orange, Fiesta, Peach): \$100,000
 - Participating in the CFP semi-final game: \$150,000
 - Participating in the CFP Championship Game: \$200,000
 - Winning the CFP Championship Game: \$300,000
 - Final team ranking between 11th and 25th: \$25,000; or
 - Final team ranking between 1st and 10th: \$50,000
 - Coach of the Year (Pac-12 Conference): \$50,000
 - AP National Coach of the Year: \$75,000

• Non-Financial Compensation

- One courtesy vehicle
- Season tickets or passes to regular season sporting events:
 - 8 football season tickets & use of stadium suite
 - 4 men's basketball season tickets
 - 4 women's basketball season tickets
 - 4 wildcat sports passes
- Use of a country club (as chosen by University), including initiation fees, monthly dues, unsatisfied minimum spending obligations.
- Family travel- seats (for both travel and for games) for Coach's immediate family (defined as his spouse and dependents under age 23) for in-season road trips for which charter airfare has been secured will be included in the Agreement.
- Bowl game package- Coach to receive for up to 10 persons to any bowl game: admission ticket(s), University designated hotel, and air travel on University chartered or commercial flights departing from, and returning to, Tucson.
 Lodging expenses for any additional rooms will be at the expense of the guests.

Termination Provisions by University (Financial)

- Termination for Cause: Bases for termination <u>for cause</u> will be set forth and consistent with other recent agreements with coaches in the Athletics Department. Categories that will be included: provisions relating to inability to perform job duties, provisions relating to violations of certain laws, NCAA and Conference rules and regulations, and ABOR and University policies and rules, and provisions relating to the failure to maintain high levels of integrity, honesty, moral character, professionalism, and dedication to the University and its student athletes.
- If Coach is terminated for Cause, University shall be liable only for Coach's base salary and incentive payments earned as of the date of termination. Additionally, if Coach violates NCAA or Pacific-12 Conference regulations as set forth in the Agreement, he may be liable to the University for liquidated damages of \$100,000 as set forth in the Agreement.
- Termination without Cause (payout): Payout will be 65% of the <u>remainder of</u>
 <u>value of contract (base + additional duties compensation)</u>. If terminated during a
 year, the payout will be 65% of the remaining value of the then contract year
 plus 65% of the remaining years of the contract.

• Termination Provisions by Coach (Financial)

Payment to university if Coach terminates this agreement:

Date: During or after Year 1: \$6,000,000
 Date: During or after Year 2: \$5,000,000
 Date: During or after Year 3: \$3,000,000
 Date: During or after Year 4: \$1,500,000
 Date: During Year 5: \$1,000,000

Mitigation Provision: Coach will have a duty to reasonably mitigate. Additionally, the sum to be paid by the University to Coach will be offset by the amount earned by Coach if Coach is employed after termination but during the period of the Agreement by another university, college, or professional team as a head coach, assistant coach, analyst, scout, or similar title, or if Coach is employed as an announcer, analyst, or similar position for any television programming, or any other broadcasting or streaming provider.

• Explanations/Special Provisions

- Covenant Not to Compete: For a period of one year after termination of this
 Agreement without cause by Coach, Coach will not perform services as a football
 coach (head coach or assistant coach) or football consultant for any other
 university in the Pac-12 Conference.
- Clawback of any incentive compensation paid if credit for accomplishments are subsequently lost/vacated/diminished by rules violations.

• Employment Agreement

The above terms, as well as additional terms and conditions to be mutually agreed upon, will be set forthin a Multi-Year Employment Agreement between the parties, which will be binding on the parties when fully executed. The Agreement will be subject to Arizona Board of Regents approval and subject to all Arizona Board of Regents and University policies.

Reviewed and agreed to by:	
Coach:	Athletic Director:
Head Coach Jedd Fisch	Dave Heeke
Date	Date