

EMPLOYMENT AGREEMENT
BETWEEN
MICHAEL KELLY NORVELL
and
THE UNIVERSITY OF MEMPHIS

This Employment Agreement ("Agreement"), by and between the University of Memphis, a public university within the Tennessee Board of Regents System of the State of Tennessee (hereinafter referred to as "University"), and Michael Kelly Norvell (hereinafter referred to as "Coach").

WHEREAS, the University desires to utilize the services of Coach as head coach of its intercollegiate men's football program ("Program") under the terms and conditions as set forth herein; and

WHEREAS, Coach desires to provide his services as head coach of the University's intercollegiate men's football program under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing, the receipt and sufficiency of which is hereby acknowledged, the University and Coach hereby agree as follows:

1. EMPLOYMENT PERIOD

- A. The University hereby employs Coach as the head coach for the men's intercollegiate football program for an initial period beginning as of December 4, 2015, and ending December 31, 2020 (the "Term") subject to the terms and conditions set forth herein.
- B. This Agreement is renewable solely upon express written agreement executed by the parties. Coach expressly agrees that neither his employment with University nor the terms of this Agreement grant to Coach a claim in tenure in employment, or any year of employment attributable to tenure.

2. DUTIES AND RESPONSIBILITIES

The University hereby agrees to employ Coach pursuant to this Agreement as its intercollegiate men's football coach on the terms and conditions herein set forth. Coach will report to the Athletic Director or, in the absence of a full-time, permanent Athletic Director, to such other person as may be designated by the President, and will be responsible for the coaching, leadership, recruiting, supervision, and promotion of the

Program at the University during the Term of this Agreement and any extensions hereof. Coach shall be responsible for providing leadership and for building and maintaining a competitive, quality program which will reflect the values and high standards of the University. Coach hereby agrees that the duties of Coach are the essence of this Agreement and to accept such employment and to devote his attention and best efforts, on a full-time basis, to the performance of his duties hereunder, which duties shall include the following:

1. Administering, managing and leading the Program at the University to the best of his abilities, in accordance with the University's stated mission and in conformance with National Collegiate Athletic Association ("NCAA") rules and regulations, any conference affiliation rules and regulations, and the policies and procedures of University and its governing board within the approved budget.
2. Subject to the budgetary and administrative limitations of the department, and to the final approval of the Athletic Director, which approval will not be unreasonably withheld, delayed, or conditioned, the hiring, and managing (to include, but not be limited to, supervising, disciplining, and terminating) of assistant coaches and other program-related staff, as necessary and appropriate to assist Coach in meeting his responsibilities hereunder, which shall also include supervision of administrative and Program staff.
3. Being knowledgeable of and adhering to applicable governing constitutions, by-laws, rules, policies, interpretations and regulations of the NCAA, the University and any conference or organization of which the University is or becomes a member of during the term of this Agreement, and being knowledgeable of and monitoring compliance thereof by all student athletes, assistant coaches, and boosters. Coach shall immediately advise the Compliance Officer if Coach has reason to believe that violations have occurred or will occur and shall cooperate fully in any investigation of possible NCAA violations conducted or authorized by the University or the NCAA at any time.
4. Supervising and, where appropriate, disciplining student-athletes in the Program, including in University facilities and during team travel.

5. Understanding, observing, upholding and championing the University's academic standards, requirements and policies; and promoting an environment in which admissions, financial aid, academic services for student-athletes and recruiting can be conducted consistently with the University's and Athletics' mission which shall include assisting with discipline of student-athletes failing to meet academic requirements and responsibilities, including minimum grade point averages and attendance at classes, study hall, and tutoring sessions.
6. Maintaining and cultivating effective relations with governing boards, associations, conferences, committees, institutional alumni, the media, the public, students, faculty, staff and friends of the University with respect to the Program.
7. Fulfilling all reasonable radio and television appearance responsibilities for the Program; making a reasonable number of public relations and public speaking appearances, including but not limited to speaking engagements, fund raising activities, academic promotions, receptions at legislative meetings, Tennessee Board of Regents functions or any board affiliations, alumni functions, booster club activities, University development and foundation activities, news media appearances, and speaking engagements or other activities for not-for-profit organizations; cooperating with news media; and fulfilling any other obligations outlined in this Agreement.
8. Teaching the mechanics and techniques of football to team members, coaching student-athletes, overseeing daily practices, analyzing and instructing student-athletes in areas of deficiency.
9. Directing the conditioning of student-athletes to achieve maximum athletic performance; assessing student-athletes' skills and assigning team positions; evaluating own and opposing team capabilities to determine game strategy.
10. Other reasonable and customary coaching duties and responsibilities including, but not limited to: recruiting student-athletes; analyzing performance and instructing student-athletes in game strategies and techniques to prepare them for athletic competition; observing student-athletes while they perform to determine need for individual or team improvement; coaching student-athletes individually or in groups; demonstrating football techniques; and determining strategy during games,

independently or in conference with other coaching staff members.

11. Coach shall assist Athletic Director or the designated representative in scheduling game opponents; however, Athletic Director shall first handle the scheduling of game opponents and shall have the right of final approval of all scheduling decisions.

12. Commensurate to and consistent with Coach's duties and responsibilities as listed herein, performing other duties as assigned by the Athletic Director and/or his or her designee.

3. BASE SALARY/COMPENSATION

A. In consideration for Coach's services and satisfactory performance of the conditions of this Agreement, the University agrees to pay Coach an annualized base salary ("base salary") of two hundred thousand dollars (\$200,000) per Contract Year (and any pro-rata portions thereof, if applicable) for his services as head coach of the Program. Compensation shall be paid on a monthly basis on the last day of each month of each Contract Year. It is agreed that the compensation paid shall be subject to the same payroll deductions that apply to the University's non-academic administrative employees.

B. Coach shall not be eligible to receive any salary increases as provided by the Tennessee legislature, the Tennessee Board of Regents and/or the University, other than negotiated salary as specified in this paragraph.

4. ADDITIONAL SERVICES AND NON-SALARY COMPENSATION

A. Radio and Television:

1. Coach shall be paid the annualized sum of six hundred thousand dollars (\$600,000) in the first Contract Year in consideration for all television and radio appearances during said first Contract Year. In years two (2) through four (4) of this five (5) year agreement, Coach's compensation under this provision shall be increased by thirty-five thousand dollars (\$35,000) each year. For year five (5), the Agreement will be renegotiated. Coach's television and radio appearance responsibilities under this provision are:

- a weekly half-hour television program;

- a weekly one-hour live radio program; and
 - a pre-game and a post-game show during all radio broadcasts of the University's men's football games.
2. Coach's responsibilities for weekly television and radio programs shall begin approximately two weeks prior to the first game of the men's football season and conclude one week after the last game of the season, including all post-season games.

B. Public Relations:

1. Coach shall be paid the annualized sum of six hundred thousand dollars (\$600,000) in the first Contract Year, in consideration for all public relations, public service and public speaking responsibilities (collectively referred to as "appearances") to be performed in the Shelby County and Greater Memphis metropolitan area. In years two (2) through four (4) of this five (5) year agreement, Coach's compensation under this provision shall be increased by twenty-five thousand dollars (\$25,000) each year. For year five (5), the Agreement will be renegotiated. Appearances may be at the direction of the Athletic Director and/or the University's President, or may be the result of a contract between the Coach and an organization seeking his appearance.
2. Coach agrees to make a reasonable number of appearances; however, University recognizes that Coach's responsibilities as Coach may place limitations on the amount of time that Coach can devote to such programs and shall not be unreasonable in making assignments.
3. Appearances shall include, but are not limited to, speaking engagements, fund raising activities, academic promotions, receptions at legislative meetings, Tennessee Board of Regents functions, alumni functions, booster club activities, University development and foundation activities, news media appearances, and speaking engagements or other activities for not-for-profit organizations.
4. Coach is prohibited from seeking additional compensation in any form from any not-for-profit organization in the Shelby County or Greater Memphis metropolitan area for which he makes an appearance, except that he is permitted to seek reimbursement for any out-of-pocket expenses he actually incurs as a result of the appearance. This prohibition does not apply to appearances scheduled by Coach with for-profit

entities; provided, however, that such appearances shall not unreasonably interfere with Coach's other duties under any paragraph of this Agreement.

C. Capital Campaign and Fundraising:

1. Coach shall be paid the sum of four hundred thousand dollars (\$400,000) in each Contract Year in consideration for all efforts regarding any capital campaigns and fundraising for the Program. Coach's capital campaign and fundraising responsibilities under this provision are:
 - active participation in our capital campaign as reasonably determined by the Athletic Director;
 - attend groundbreaking (date TBD) for new South Campus facility; and
 - attend a reasonable number of fundraising functions related to the Program as mutually agreed upon by Coach and the Athletic Director.

- D. Automobiles: University shall use its best efforts during each year of this Agreement to ensure that Coach has use of two automobiles loaned by a local automobile dealer or other source throughout the Term. Coach agrees to be responsible for all expenses associated with operating the automobile, including but not limited to, obtaining comprehensive auto insurance on the vehicle, liability to the dealers and third parties, fuel, service and maintenance expenses, etc. Upon request of the dealers or in the event the University either terminates the services of Coach pursuant to the provisions of this Agreement or Coach no longer provides his services as head coach for University, Coach agrees to return the automobiles to the dealers or to deliver the automobiles to the designated representative of the University within ten (10) business days of written notification from the dealer or the University.
- E. All non-salary monetary compensation payable under this Paragraph 4 shall be prorated and paid on a monthly basis but subject to applicable local, state and federal withholding taxes. All non-monetary compensation shall also be subject to all applicable taxes.
- F. Unless otherwise agreed to in writing and determined pursuant to department guidelines, a \$2,510,000 annual salary pool for assistant coaches, a strength coach, and two administrative staff members.

- G. Nike Elite Program Allotment of twelve thousand dollars (\$12,000) to divide among staff at Coach's discretion.
- H. Access to complimentary tickets in both football and men's basketball, which may be subject to applicable local, state and federal withholding taxes.

5. **EMPLOYMENT BENEFITS**

- A. Coach shall be eligible to participate in group insurance and retirement programs and voluntary payroll deduction programs under the same terms and conditions, including employer contributions, applicable to the University's non-academic administrative employees. Employer contributions shall be based on Coach's base salary amount paid pursuant to **Paragraph 3** ("Base Salary/Compensation").
- B. Any non-monetary amounts received by Coach under **Paragraph 4** ("Additional Services and Non-Monetary Compensation") shall be considered indirect compensation by the University, and employment benefits, including but not limited to, retirement, shall not be paid on these amounts. Notwithstanding, however, as may be permissible under internal revenue codes of 1986 or any successor statute thereto and all applicable treasury regulations, Coach may apply any compensation received from University to any annuity or other retirement or tax deferred programs available at the University, as applicable.
- C. Coach shall receive all University paid holidays so long as such holidays do not interfere with his duties and responsibilities as Coach. Upon prior approval by the Athletic Director, Coach may take up to twenty-four (24) paid annual leave days per fiscal year; provided, however, that Coach shall not accrue annual leave outside the terms of this Agreement, nor shall Coach carry forward any unused annual leave from year to year. If Coach does not use maximum days of annual leave for any reason, such leave shall be forfeited and there shall be no compensation for the leave balance.
- D. Subject to approval of the Tennessee Board of Regents and the execution of agreements that are mutually satisfactory to the parties, the University will establish an arrangement to provide Coach with supplemental life insurance protection in a manner prescribed by Treasury Regulation Section 1.7872-15 ("Split-Dollar Insurance Arrangement") effective October 1, 2016, or as soon as administratively feasible thereafter; provided, always, that the Split-

Dollar Insurance Arrangement shall neither increase nor reduce the University's financial commitment to Coach as set forth herein.

6. **ANNUAL PERFORMANCE INCENTIVES**

A. Games Won Per Year: In each Contract Year of this Agreement, Coach shall receive the amount listed as additional incentive compensation for the total number of wins per Football Season. Football Season shall mean all games, including conference championship and bowl games. The amounts listed below are not cumulative, but instead are specific for the number of wins at the end of that Football Season:

1. In each Contract Year of this Agreement, the following additional incentive compensation may be earned:

- | | | |
|----|----------------------|-----------|
| a. | Win 7 games: | \$55,000 |
| b. | Win 8 games: | \$90,000 |
| c. | Win 9 or more games: | \$120,000 |

B. Conference Bonus:

1. If during any Contract Year within the Term of this Agreement the Team wins its division of its athletic conference, Coach shall receive a bonus of thirty thousand dollars (\$30,000).
2. If the team wins the conference championship game, Coach shall receive a bonus of fifty thousand dollars (\$50,000).
3. This bonus shall also apply in the event that said athletic conference fails to conduct such a conference championship game, and the Team wins or is tied for the regular season championship for said athletic conference.
4. 6.B.1 and 6.B.2 are cumulative. The maximum amount payable pursuant to this paragraph is eighty thousand dollars (\$80,000).

C. Coach of the Year Awards:

1. If during any Contract Year within the Term of this Agreement Coach is named "Coach of the Year" by the American Athletic Conference (or any future conference in which the Team is a member), Coach shall receive a bonus of twenty thousand dollars (\$20,000).

2. If during any Contract Year within the Term of this Agreement Coach is named "National Coach of the Year" by the Associated Press Sports Writers and/or by CNN-Sports Illustrated, Coach shall receive a bonus of thirty thousand dollars (\$30,000) for one such award; therefore, the maximum amount payable pursuant to this **subparagraph 6.C.2** is thirty thousand dollars (\$30,000) per Football Season. However, 6.C.1 & 6.C.2 are cumulative.

D. Bowl Game Bonuses:

1. If during any Contract Year within the Term of this Agreement the men's football team participates in a bowl game other than a New Year's Day bowl, Coach shall receive a bonus of twenty-five thousand dollars (\$25,000).
2. If during any Contract Year within the Term of this Agreement the men's football team participates in a New Year's Six bowl game, Coach shall receive a bonus of fifty thousand dollars (\$50,000).
3. If during any Contract Year within the Term of this Agreement the men's football team participates in a College Football Playoff bowl, Coach shall receive a bonus of one hundred thousand dollars (\$100,000). If during any Contract Year within the Term of this Agreement the men's football team participates in the College Football Championship game, Coach shall receive a bonus of two hundred thousand dollars (\$200,000). If the team wins the College Football Championship, Coach shall receive a bonus of three hundred thousand dollars (\$300,000).
4. The bonuses described in this **subparagraph 6.D.3** shall be alternatives, not cumulative. Therefore, the maximum amount payable pursuant to this **subparagraph 6.D.3** is three hundred thousand dollars (\$300,000).

E. Bonus for Academic Performance Rate:

1. If during the academic year the men's football team achieves at least a (a) .960 four year academic performance rate ("APR") as calculated by the NCAA, Coach shall receive a bonus payment of ten thousand dollars (\$10,000), or (b) 975 four year APR as calculated by the NCAA, Coach shall receive a bonus payment of twenty thousand dollars (\$20,000).
2. This bonus shall be evaluated in the Fall of each year, based on the men's football regular season record from the previous academic year, and the four year academic performance rate submitted by the University to the NCAA approximately six weeks following the

first day of the Fall semester and as adjusted by the NCAA following approvals of waivers and other adjustments sought by the University. Coach shall be eligible for this bonus for all years in which he is the head Coach for the Football Season and the entire academic year at issue.

3. For the purposes of this provision, "regular season" excludes conference championship games as well as bowl games.
 4. For the purposes of this provision, the term "academic year" refers to the year that commences at the beginning of the Fall semester and includes the Spring and Summer semesters of the immediately following year.
- F. Return of Incentive Compensation: If there is a final NCAA decision that major violations have occurred in the Program, and that decision includes a finding that Coach knowingly participated in the violation, Coach shall be considered to be in breach of this contract. In the event of a breach as described herein, any and all bonuses received pursuant Paragraph 6 and its subparagraphs shall be subject to forfeiture or return if the penalties imposed on the University by the NCAA include the forfeiture or return of any monies received from the NCAA for those same achievements. This remedy is not exclusive and is in addition to any other remedy contained within this Agreement. This provision shall survive the expiration or termination of this Agreement for the immediately following two (2) years.
- G. Any bonus received pursuant to Paragraph 6 and its subparagraphs shall be paid no less than thirty (30) days after it is earned.

7. FOOTBALL CAMPS

- A. Coach shall be permitted to conduct a private football camp(s) for three (3) weeks per Contract Year, utilizing the University's football practice facility. For the purposes of this paragraph, the term "one week" shall mean seven consecutive days.
- B. All camps must be conducted in conformance with all applicable NCAA rules and regulations and University policies, procedures and guidelines. Coach also must continue to perform the duties and responsibilities of Coach while any such camps are underway. The manner, means and details of the camps, including but not limited to, fees, giveaways, concessions, etc., must be submitted to and approved by the University prior to advertisement of the camp(s), such approval not to be unreasonably withheld.

- C. The University shall be compensated one hundred dollars (\$100) per week for Coach's use of the University's football practice facility. Other facilities, including, but not limited to, non-football recreation facilities, residence halls, dining, track and swimming pools, may be utilized provided the University is compensated for such use in an amount to be mutually determined at the time of request and prior to such use (at the most favorable rates offered by the University to any other party). The Athletic Director shall assist Coach in attempting to negotiate the most favorable rates for use of such other facilities. In no event shall the rates charged by the University exceed approved rates for general use of said facilities.
- D. The University is not responsible for and does not guarantee any revenue from the camp. Moreover, since the camp shall be a private venture, Coach shall not indicate directly or indirectly that it is a University football camp, and no goods and/or services shall be solicited or acquired in the name or credit of the University. Further, Coach shall carry adequate public liability and other appropriate forms of insurance and pay all taxes incident thereto, and Coach agrees to otherwise protect and hold harmless the University from any all liability which may occur or arise out of the camp, except any liability resulting from the University's negligence.

8. **OTHER EMPLOYMENT**

Coach agrees that he shall not directly or indirectly through an agent or otherwise, seek, negotiate for, or accept other full-time or part-time employment as a coach, in any capacity, without first having provided written notice to the Athletic Director. Should another college, university, or professional football organization directly or indirectly contact Coach about possible employment, then prior to Coach, either directly or indirectly through an agent or otherwise, contacting the college, university, or professional football organization, Coach must first provide written notice to the Athletic Director.

9. **ATHLETICALLY RELATED INCOME**

A. As required by Regulation 11.2.2 of the 2016-2016 NCAA Manual, Coach shall obtain the advance written approval of the University (specifically approval in writing by the President through the Director of Athletics) for all athletically related income from sources outside the University. Approval or disapproval shall be solely within the discretion of the University, but such approval shall not be unreasonably withheld, conditioned or delayed. Sources of income include, but are not limited to:

- Income from annuities;

- Sports camps;
 - Housing benefits (including preferential housing arrangements);
 - All club memberships;
 - Complimentary ticket sales (**Note:** sale of complimentary tickets is prohibited by University policy);
 - Television and radio programs; and
 - Endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers (**Note:** such contracts may not conflict with any existing University contract).
- B. Coach shall report annually in writing to the President, through the Director of Athletics, on or before June 30th of each year, all athletically related income from sources outside the University, and the University shall have reasonable access to all records of Coach to verify such report.
- C. Coach may obtain general **prior** written approval from the University to receive athletically related income and benefits not to exceed \$1,000.00 per event from sources outside the University, as provided for in Article 11.2.2. of the 2015-2016 NCAA Manual. Coach shall provide a written accounting of all income and benefits received pursuant to such general approval on or before June 30th of each year.

10. **MOVING ALLOWANCE AND TEMPORARY HOUSING**

- A. The University agrees to provide Coach \$15,000.00 moving allowance for moving his (and his immediate family's) household contents to Memphis, Tennessee. The allowance will be paid on the Coach's first payroll disbursement.
1. The moving allowance is paid directly to Coach, reported as taxable income, and is subject to all tax liability at the time of payment.
 2. Coach will make all arrangements for the move without the involvement of the University.
 3. Moving allowances will be paid only after a contract and Moving Agreement & Allowance Request are fully executed between the Coach and the University.
- B. Return of Moving Allowance
1. In consideration for the University paying the costs of moving, Coach agrees to remain employed by the University at least through December 5, 2016.

2. Should Coach voluntarily leave employment with the University prior to December 5, 2016, Coach will be liable to the University for the moving allowance total amount which the University has paid to or on behalf of the Coach and any payroll taxes paid by the University in connection with the allowance.
3. Coach hereby gives the University, the Tennessee Board of Regents and the State of Tennessee an express lien on all salaries, wages and other sums payable to him for the purpose of securing all amounts due in the event Coach voluntarily leaves employment with the University prior to December 5, 2016. The Coach authorizes the University, Tennessee Board of Regents, and/or the State of Tennessee to withhold all amounts due under the Moving Allowance Agreement from any amount payable to Coach should Coach voluntarily leave employment prior to December 5, 2016.

Amounts will be withheld from Coach's final payroll disbursement.

4. If Coach fails to remain employed for reasons beyond his control considered sufficient by the University in its reasonable discretion, all of the Coach's liability for repaying the moving allowance shall be waived by the University.

Any such waiver will be approved in writing by the Athletic Director and the President.

- C. The University agrees to provide Coach appropriate temporary housing for 60 days, provided however, that associated expenses, including but not limited to, costs for telephones and cable television services and connections, are expressly excluded from this provision, and are the sole responsibility of Coach.
- D. The expenses to be provided under this paragraph 10 shall be treated as employer provided benefits, and shall be subject to all applicable taxes.

11. **UNIVERSITY NAME AND LOGOS**

Except as is authorized by this agreement, Coach agrees that he shall not, directly or by implication, use the University's name, logos or any other trademarks in the endorsement of commercial products or services. Coach further agrees that he will not use his position as Coach for personal benefit or gain without prior written approval from the University, which approval shall not be unreasonably withheld, conditioned or delayed in the exercise of the University's reasonable business judgment provided

that Coach meets the prior consent and reporting requirements of NCAA Regulation 11.2.2. and **Paragraph 9** ("Athletically Related Income") of this Agreement. This prohibition includes, but is not limited to, soliciting and/or accepting private employment, consultation, gifts, gratuities, speaking engagements, endorsement of commercial products, serving on advisory boards (including those of athletic sporting goods companies, etc.) as same may relate to Coach's position and/or services hereunder, and/or the purchase of goods and/or services for the Program. This provision shall not prevent Coach from identifying himself as the Football Coach of the University, or other similar title, so long as such identification does not imply, either implicitly or explicitly, an endorsement by the University of the activity in which Coach is engaged without the prior approval of the University. Any knowing violation of this provision may be considered a conflict of interest under University and Tennessee Board of Regents policies and procedures and/or Tennessee state law and/or a violation of NCAA Regulation 11.3.2.5.

12. TERMINATION BY UNIVERSITY

A. Termination for Convenience:

1. Notwithstanding any other provision of this Agreement, the University shall have the right to terminate the employment of Coach without cause at any time. Upon termination pursuant to this Paragraph 12, in writing, the University shall pay seventy percent (70%) of the annual monetary amounts due under **Paragraph 3 and Paragraph 4(A) and 4(B)** of this Agreement, prorated as of the first day of the month following the effective date of termination, for the remaining Term of this Agreement, including any Amendments hereto. This amount shall be paid as a contractual obligation and not as a salary, and shall be prorated and paid on a monthly basis, beginning on the first day of the month following the effective date of termination, for the remaining term of this Agreement, including any Amendments hereto, subject to applicable local, state and federal withholding taxes. The parties agree that the monies detailed in this Section 12.A.1 are fair and reasonable, have been carefully negotiated between the parties, and shall be deemed liquidated damages (and not a penalty), as such damages are difficult to presently estimate. The parties have bargained for and agreed to the foregoing liquidated damages provision as reasonable in light of the anticipated or actual harm which would be caused by a termination of this Agreement by the University without Cause and the infeasibility of otherwise obtaining an adequate remedy.

2. If after termination for convenience pursuant to this **Paragraph 12, subparagraph A.1**, there is a final decision by the NCAA that major NCAA violations have occurred in the Program, and the University makes a good faith determination that Coach failed to satisfy his head Coaching obligations with respect to said NCAA violations, all monetary amounts due under this **Paragraph 12, subparagraph A.1**. shall cease.

B. Grounds for Suspension and/or Termination for Cause:

1. The University shall have the right to terminate this Agreement for just cause prior to its normal expiration. The term "just cause" shall include any of the following:
 - a. Deliberate and serious violations of the duties outlined in **Paragraph 2** of this Agreement or refusal or unwillingness to perform such duties in good faith and to the best of the Coach's abilities;
 - b. Violations by the Coach of the material terms and conditions of this Agreement, including the duties outlined in **Paragraph 2**, not remedied after fourteen (14) days' written notice thereof to the Coach;
 - c. Any conduct of the Coach in violation of any criminal statute (excluding minor traffic offenses or non-criminal offenses) of the State of Tennessee, the United States, or of any state in which Coach is physically present at the time the conduct is committed;
 - d. A serious or intentional violation by Coach of any law, rule, regulation, constitutional provision, bylaw, policy, or interpretation of the University, the Conference or the NCAA, which violation may, in the sole reasonable judgment of the University, reflect adversely upon the University or its athletic program, including any serious violation which may result in the University being placed on probation by the Conference or the NCAA, including any violation which occurred during prior employment of the Coach at another NCAA member institution;
 - e. A serious or intentional violation of any law, rule, regulation, constitutional provision, bylaw, policy, or interpretation of the University, the Conference or the NCAA, which violation may, in the sole reasonable

judgment of the University, reflect adversely upon the University or its athletic program, including any such violation which may result in the University being placed on probation by the Conference or the NCAA, by a member of the Program's staff, any person under the Coach's supervision and direction, student-athletes in the Program, or any member of the University's athletics' staff that Coach knew or should have known committed a violation and Coach took no steps to address, correct, and/or properly report within a reasonable period of time.

- f. Offensive or egregious conduct of the Coach that is seriously prejudicial to the best interests of the University or its athletic program, or which materially violates the University's or Athletics Department's stated mission;
 - g. Prolonged absence from duty without the consent of the Coach's reporting superior, such consent not to be unreasonably withheld; or
 - h. Coach's death, or the existence of a disability which prevents Coach from performing his essential duties under this Agreement for a period of more than 12 working weeks. For purposes of this provision, the term "disability" shall have the same meaning as found in 42 USCA Section 12115, also known as the "The Americans with Disabilities Act" ("ADA"). Nothing in this provision shall be construed to constitute a waiver by the University of its immunity under the Eleventh Amendment to the Constitution of the United States;
2. It is further specifically agreed that if after Coach receives notice and the parties follow the process set forth below, and it is determined that the University has the right to terminate this Agreement for just cause, the University may take one or more of the following actions that it deems appropriate:
- a. Termination of employment;
 - b. Suspension, with or without pay, for such reasonable period of time as the University shall determine;
 - c. Subject to the terms and conditions contained herein, any appropriate disciplinary or corrective action as set forth in the applicable provisions of the NCAA enforcement procedures.

3. Termination of this Agreement pursuant to this provision may only occur by a decision of the President. Coach shall be provided the ground(s) for termination in writing and shall have ten (10) calendar days to provide a written response disputing the grounds. If no response is provided, Coach shall be terminated on the tenth day. In the event Coach provides a written response, the President shall consider the response in good faith prior to making a final decision. Coach acknowledges and understands that the President's decision shall be final and that there is no subsequent appeal process within the University system.
4. If this Agreement is terminated for cause as set forth above, Coach shall forfeit his right to any unearned future amount(s) otherwise due under this Agreement as of the first day after the termination occurs.

13. COACH'S OBLIGATION FOR LIQUIDATED DAMAGES:

- A. In the event Coach terminates this Agreement before its expiration, Coach shall pay in full as liquidated damages to the University the sum of five hundred thousand dollars (\$500,000), to be paid within ninety (90) days of termination.
- B. The parties have bargained for and agreed to the foregoing liquidated damages provision as reasonable in light of the anticipated or actual harm which would be caused by a termination of this Agreement by Coach, the difficulty of proving the loss to the University with certainty, and the infeasibility of otherwise obtaining an adequate remedy. The University shall not be liable for the loss of any collateral business opportunities or any other benefits, prerequisites, or income from any sources that might ensue as a result of Coach's termination of this Agreement.

14. SOLE AND EXCLUSIVE REMEDY AGAINST UNIVERSITY

Coach agrees that in the event of termination of this Agreement by the University for any reason, his sole and exclusive remedies, if any exist, against University shall be in accordance with **Paragraph 12** above. In no event shall the University be liable for direct, indirect, special, incidental or consequential damages.

15. EMPLOYMENT RELATIONSHIP

The employment relationship between Coach and the University shall be determined solely by the terms and conditions of this Agreement.

16. **INDEMNIFICATION**

Coach covenants and agrees to indemnify and hold the University harmless from and against any and all claims of any nature whatsoever which Coach's former employers have asserted, might assert or might possibly assert against the University with regard to the University's hiring and employment of Coach.

17. **NONDISCRIMINATION**

Coach shall not discriminate against any individual, including but not limited to, employment of assistant coaches and other staff, recruitment of players and participants in summer camps, on the basis of race, religion, creed, color, sex (except as appropriate in recruitment of players for the Program), age, disability, veteran status, or national origin.

18. **GOVERNING LAW**

This Agreement shall be governed by and construed under the laws of the State of Tennessee without regard to its conflict of laws. Any and all claims against the State of Tennessee, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee. Damages recoverable against the State of Tennessee shall be limited to claims paid by the Board of Claims or the Claims Commission pursuant to Tennessee law.

19. **SEVERABILITY**

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

20. **TERMINATION OF FUNDING**

The University may terminate this Agreement at the end of any fiscal year (June 30th) in the event that sufficient funds are not appropriated by the Tennessee General Assembly and/or budgeted for continuation of this Agreement.

21. **ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the parties and supersedes all prior communications, agreements or proposals

relating thereto. Neither party was induced to enter into this Agreement by any statements or representations not contained in this Agreement. This Agreement may not be modified nor any provision waived except in a written amendment executed by all parties hereto.

22. NOTICE

Any notice required or permitted by this Agreement shall be sent to either party, by nationally recognized courier service (i.e., FedEx, UPS), or by certified mail, return receipt requested, at the following addresses:

UNIVERSITY:

The University of Memphis
Attn: President
Administration Building, Room 341
Memphis, Tennessee 38152

With a copy to:

The University of Memphis
Attn: University Counsel
Administration Building, Room 201
Memphis, Tennessee 38152

The University of Memphis
Attn: Assistant Vice-President/Chief HR Officer
Department of Human Resources
Administration Building, Room 171
Memphis, Tennessee 38152

The University of Memphis
Attn: Athletic Director
Athletic Office Building, Room 101
Memphis, Tennessee 38152

Rick Landrum
CAA Sports LLC
401 Commerce Street, Penthouse
Nashville, Tennessee 37219

Jimmy Sexton
CAA Sports LLC
6060 Poplar Avenue, Suite 470
Memphis, Tennessee 38119

Head Coach, Football
The University of Memphis

Attn: Mike Novell
Football Offices
Athletic Office Building, Room 130
Memphis, Tennessee 38152

23. **CONSENT**

Whenever the consent, election or approval of the University is required under this Agreement, unless specified to the contrary, the University's President shall provide such consent.

24. **APPROVAL**

This Agreement shall not be binding upon the parties until it is approved and/or signed by the University's President or designee, and the Tennessee Board of Regents, where appropriate.

25. **HEADINGS**

The headings of sections and subsections, if any, to the extent used herein are for convenience and reference only, in no way define, limit, or describe the scope or intent of any provision hereof, and therefore shall not be used in construing or interpreting the provisions hereof.

IN WITNESS WHEREOF, Coach and the duly authorized representatives of the University have caused this Agreement to be executed on the dates indicated.

THE UNIVERSITY OF MEMPHIS

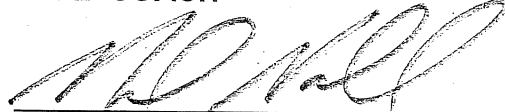


M. David Rudd, President

Date:

9/1/16

HEAD COACH



Michael Kelly Norvell

Date:

8/25/16

ATHLETIC DIRECTOR



Tom Bowen

Date: 
