

**DEPARTMENT OF ATHLETICS
CONSULTING SERVICES AGREEMENT**

This Department of Athletics Consulting Services Agreement (Agreement) is made effective as of the 1st day of December 2016, by and between the CALIFORNIA STATE UNIVERSITY, FRESNO ATHLETIC CORPORATION (Athletic Corporation) and Jeffrey R. Tedford (Consultant).

ARTICLE I – PURPOSE

1.01. Purpose.

Consultant is in the business of providing consulting services to college athletics programs and the Athletic Corporation wishes to engage Consultant to promote and support the athletics program at California State University, Fresno (University). This consulting agreement shall be coterminous with the employment of Consultant by the University as its Head Football Coach and shall terminate automatically if and when the Consultant is no longer employed by the University following his non-retention as Head Football Coach for any reason. Notwithstanding the foregoing, the rights and obligations set forth in Section 3.02 of this Agreement shall survive the termination of this Agreement and remain in effect. The Athletic Corporation has received all necessary consent and approval required under Consultant's letter of appointment with the University and supplements thereof ("Letter of Appointment").

ARTICLE II – DESCRIPTION AND SCOPE OF SERVICES

2.01. Scope of Services.

Consultant shall be engaged by the Athletic Corporation to promote the Football Program and the Department of Athletics at the University through the use of public appearances, personal hosting, television, radio, video, film, Internet and other communication formats (hereinafter referred to as "promotional assistance").

2.02. Description of Consultant's Services.

- a. **General Nature of Services.** In providing promotional assistance, Consultant shall conduct himself in a professional manner at all times while engaged in activities attendant to the University's Department of Athletics and the Athletic Corporation. All services and responsibilities of Consultant to the Athletic Corporation shall be conducted at the specific direction of the University's Director of Athletics and his/her designated representative(s).
- b. **Specific Responsibilities.** Consultant:
 - 1) uses best efforts, consistent with the objectives of the University's athletics program, to work within and support all activities of the Athletic Corporation; and,
 - 2) is reasonably available to help ensure the best-possible news media coverage and exposure of the University's athletics program and athletics activities, and perform certain marketing, promotional and advertising functions connected therewith; and,
 - 3) is reasonably available for public appearances, personal hosting, and participation on radio and television broadcasts, film, Internet webcasts and other communication formats.

2.03. Reporting Relationship.

Consultant shall report directly to the University's Director of Athletics and/or his/her designated representative(s) and obtain promotional assistance directives and approval of all its activities.

2.04. Conflict of Interest.

Consultant will not perform consulting services with clients whose interest conflict with either the Athletic Corporation or the University. Consultant agrees that neither the Athletic Corporation, nor University, shall have any responsibility or liability for loss of income to Consultant, nor any related claims for collateral business activities based on any decision that a client or activity, for which approval is withheld, is a conflict of interest.

2.05. Broadcast Payments.

Any compensation or fee the Consultant receives for participating in such broadcast programming or other medium which relate to the consulting services being provided by the Consultant hereunder shall be tendered by the Consultant to the Athletic Corporation or shall be offset against payments to be made by the Athletic Corporation to Consultant under this Agreement. Any broadcast opportunity which falls outside the parameters of this section shall be governed by Section 5.03 of the Supplemental Letter of Appointment.

2.05. Shoe, Apparel and Equipment Contracts.

Consultant may not enter into any contracts with shoe, apparel, sports-related equipment or supplies vendors, including with manufacturers, distributors or sellers or any party which would be in conflict with a contract, corporate sponsorship, or endorsement of the University or Athletic Corporation. Prior written approval, for any contracts not precluded, shall be provided by the Director of Athletics in accordance with the California State University system wide policy for supplemental income.

In the event that the University or Athletic Corporation is able to procure a sponsorship agreement with a shoe, apparel or sports-related equipment that includes the sport of football, the University will make its best effort to contractually require and then facilitate the payment of an annual endorsement/speaking engagement fee to the Consultant for the length of that agreement, which shall not be offset against payments to be made by the Athletic Corporation to Consultant under this Agreement.

2.06. Camps and Clinics.

Any compensation or fee the Consultant receives for participating in camps or clinics shall not be offset against payments to be made by the Athletic Corporation to Consultant under this Agreement.

ARTICLE III – TERM OF AGREEMENT

3.01 Term of Agreement.

This Agreement shall commence on December 1, 2016, and shall continue until December 1, 2021 ("Contract Term"). The term may be extended consistent with the provisions in Section 3.03 (Rollover) of the Supplemental Letter of Appointment.

3.02 Cancellation by Athletic Corporation.

The Athletic Corporation reserves the right to cancel this Agreement if Consultant is terminated as a University employee after being non-retained without cause as the University's Head Football Coach prior to the completion of the Contract Term, subject to the following:

- a) Except as otherwise provided below, following the termination of the Consultant without cause as the University's Head Football Coach, Consultant will be entitled to receive a) eighty percent (80%) of his remaining unpaid fee, to be paid in equal monthly installments through the end of the term of this Agreement if he is non-retained any time from the date of this Agreement up to the conclusion of the 2018 season; b) eighty-five percent (85%) of his remaining unpaid fee, to be paid in equal monthly installments for the remainder of the term described in Section 3.01 above if he is non-retained any time after the conclusion of the 2018 season up to the conclusion of the 2020 season; c) ninety percent (90%) of his remaining unpaid fee, to be paid in the form of monthly installments for the remainder of the term described in Section 3.01 above if he is non-retained any time after the conclusion of the 2020 season; unless Consultant subsequently accepts comparable professional employment or consultation. If such employment or consultation is obtained, any earnings through other employment or consultation will offset the amounts otherwise due under this Section 3.02. For purposes of this Agreement, "comparable professional employment or consultation" shall include employment as a head or assistant football coach at the collegiate or professional level.
- b) In the event Consultant voluntarily resigns his position as the University's Head Football Coach (or is deemed to voluntarily resign), or if his employment as the University's Head Football Coach is terminated for cause in accordance with the provisions of his Supplemental Letter of Appointment, all Athletic Corporation's obligations to Consultant under this Agreement subsequent to that date shall cease.
- c) In no case shall the Athletic Corporation be liable to Consultant for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, media appearances, apparel or shoe contracts, consulting relationships, or from any other source whatever that may ensue as a result of the termination of Consultant's appointment as the University's Head Football Coach.

3.03 Cancellation by Consultant.

The Consultant automatically cancels this Consulting Services Agreement if Consultant chooses to resign his position as the University's Head Football Coach prior to the completion of the Contract Term, according to the following:

- a) If Consultant resigns his position as the University's Head Football Coach before the conclusion of the 2017 football season, Consultant will pay the Athletic Corporation an early-departure fee of \$1,500,000; or
- b) If Consultant resigns his position as the University's Head Football Coach before the conclusion of the 2018 football season, Consultant will pay the Athletic Corporation an early-departure fee of \$1,500,000; or
- c) If Consultant resigns his position as the University's Head Football Coach before the conclusion of the 2019 football season, Consultant will pay the Athletic Corporation an early-departure fee of \$1,500,000.

ARTICLE IV – CONSULTING SERVICE FEE

4.01 Consulting Service Fee.

Effective December 1, 2016, Consultant shall receive a fee of \$1,273,352, paid in equal monthly installments of \$106,113. Effective December 1, 2017, Consultant shall receive a fee of \$1,273,352, paid in equal monthly installments of \$106,113. Effective December 1, 2018, Consultant shall receive a fee of \$1,323,352, paid in equal monthly installments of \$110,279. Effective December 1, 2019, Consultant shall receive a fee of \$1,323,352, paid in equal monthly installments of \$110,279. Effective, December 1, 2020, Consultant shall receive a fee of \$1,323,352, paid in equal monthly installments of \$110,279. The amounts described in this Section may be adjusted in compliance with Section 3.03 of the Supplemental Letter of Appointment for any additional years of service earned.

ARTICLE V – MISCELLANEOUS

5.01 Independent Contractor/No Agency.

It is the express intention of the parties that Consultant is an independent contractor and not an agent, joint venture, partner, broker or broker-dealer for or on behalf of the Athletic Corporation. Consultant is not authorized to, and shall not (i) take any action on behalf of the Athletic Corporation or otherwise bind the Athletic Corporation to any agreement, except as expressly authorized hereunder or in writing by the Athletic Corporation. Neither the Athletic Corporation nor Consultant shall be liable for the debts or obligations of the other.

5.02 Non-Exclusive Relationship.

This Agreement is intended to create a nonexclusive relationship between Consultant and the Athletic Corporation during the Contract Term and Consultant may perform services for other parties in any location at any time during the Contract Term so long as such services do not interfere with the timely provision of Services hereunder and may seek out and perform any other business opportunities during the Contract Term. Consultant hereby warrants, represents and covenants to the Athletic Corporation that: a) Consultant has the right and authority to enter into this Agreement and to perform fully all of his obligations herein; b) Consultant has all necessary or required licenses, permits and approvals necessary to perform the Services; and c) Consultant is not a party to any other agreement or under any other obligation to any third party which would prevent Consultant from entering into this Agreement and complying with the terms and conditions set forth herein.

5.03 Assignment.

Neither this Agreement, any right hereunder, nor any interest herein, shall be assigned or transferred by Consultant without the express written consent of the Athletic Corporation, in its sole and absolute discretion.

5.04 Hold Harmless.

The Athletic Corporation agrees to hold Consultant harmless and indemnify Consultant from all expenses, any claims, liabilities, judgments, suits, demands, losses, expenses or damages, including reasonable attorneys' fees and court costs, arising out of the performance by Consultant of his duties hereunder ("Claims"), excepting therefrom claims caused by the negligence, gross negligence or willful misconduct of Consultant, or his breach of this Agreement ("Excluded Claims"). Consultant agrees to hold the Athletic Corporation, its officers, directors, consultants, stockholders and representatives ("Athletic Corporation Parties") harmless and indemnify the Athletic Corporation Parties from all expenses, any claims, liabilities, judgments, suits, demands, losses, expenses or damages, including

reasonable attorneys' fees and court costs, arising out of the Excluded Claims. It is expressly understood and agreed that the provisions of this paragraph shall survive the termination of this Agreement to the extent the cause arose prior to termination. It is expressly agreed the liability of any party under this Agreement shall be limited in all cases to actual compensatory damages (excluding special, indirect, exemplary, consequential, punitive and similar damages).

5.05 Governing Law.

This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the internal, substantive laws, of the State of California, without giving effect to the conflict of law principles thereof.

5.06 Jurisdiction, Venue and Service of Process.

The parties agree that the state and federal courts sitting in Fresno, California will have exclusive jurisdiction over any action arising out of or related to this Agreement. By execution and delivery of this Agreement, each of the parties hereto accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts.

5.07 WAIVER OF JURY TRIAL.

ANY ACTION, DEMAND, CLAIM OR COUNTERCLAIM ARISING UNDER OR RELATION TO THIS AGREEMENT WILL BE RESOLVED BY A JUDGE ALONE AND EACH OF THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL.

5.08 Remedies for Breach.

Consultant agrees that money damages will not be a sufficient remedy for any breach of the obligations under this Agreement by the Consultant and that the Athletic Corporation shall be entitled to injunctive relief and to specific performance as remedies for any such breach. Consultant agrees that the Athletic Corporation shall be entitled to such relief, including temporary restraining orders, preliminary injunctions and permanent injunctions, without the necessity of proving actual damages and without the necessity of posting a bond or making any undertaking in connection therewith. Any such requirement of a bond or undertaking is hereby waived by Consultant and Consultant acknowledges that in the absence of such a waiver, a bond or undertaking might otherwise be required by the court. Such remedies shall not be deemed to be the exclusive remedies for any breach of the obligations in this paragraph, but shall be in addition to all other remedies available at law or in equity which other remedies shall not be prejudiced. In any action taken by the Athletic Corporation to enforce its rights under this Agreement, the Athletic Corporation shall be entitled to recover its costs incurred in connection with such enforcement from Consultant, including, without limitation, reasonable attorneys' fees.

5.09 Entire Agreement.

This Agreement is the entire agreement of the parties and supersedes any prior agreements between them, whether written or oral, with respect to the subject matter hereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

5.10 Severability.

The invalidity or unenforceability of any provision of this Agreement, or any terms thereof, shall not affect the validity of this Agreement as a whole, which shall at all times remain in full force and effect.

5.11 Waiver.

Failure or delay on the part of either party hereto to enforce any right, power, or privilege hereunder shall not be deemed to constitute a waiver thereof. Additionally, a waiver by either party or a breach of any promise hereof by the other party shall not operate as or be construed to constitute a waiver of any subsequent waiver by such other party.

5.12 Headings.

The headings of the paragraphs contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.

5.13 Counterparts.

This Agreement may be executed in one or more counterparts, none of which need contain the signature of more than one party hereto, and each of which shall be deemed to be an original, and all of which together shall constitute a single agreement.

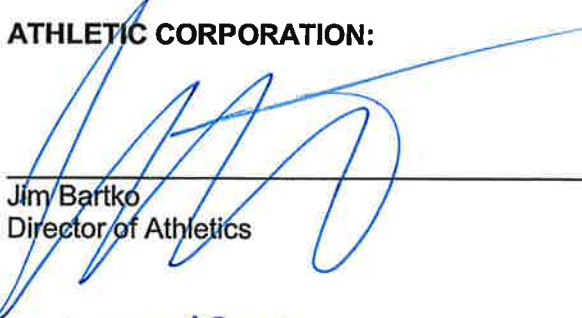
CONSULTANT:



Jeffrey R. Tedford

Dated: 3/8/17

ATHLETIC CORPORATION:



Jim Bartko
Director of Athletics

Dated: 3/8/17



Deborah S. Adishian-Astone
Board Chair

Dated: 3/8/2017