

CONTRACT AMENDMENT #2

THIS CONTRACT AMENDMENT #2, is made this _____ day of _____, 2017 (“Amendment #2”) by and between **The Regents of the University of Colorado, a body corporate, (“University”)** and George Michael MacIntyre (“**MacIntyre**”).

RECITALS

The parties entered into an Employment Contract dated January 7, 2013 (the “Original Contract”); and parties entered into an Amendment (“Amendment #1”) dated April 9, 2014; and

In this Amendment #2, the parties mutually agree to amend the Original Contract; to amend the term of the Original Contract; amend the base pay and supplemental pay; and to amend and add incentive salary payment related to competitive success.

AGREEMENT

NOW, THEREFORE, MacIntyre and the University, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Consideration for this Amendment #2 to the Original Contract consists of the payments that shall be made pursuant to his Amendment #2 and the promises and agreements herein set forth.
2. It is expressly agreed by the parties that this Amendment #2 is supplemental to the Original Contract, which is by this reference incorporated herein, and that all terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Amendment #2 as though they were expressly re-written, incorporated, and included herein. Unless otherwise indicated, all capitalized terms contained in this Amendment #2 shall have the same meaning as given to them in the Original Contract.
3. It is agreed the Original Contract is and shall be modified, altered, and changed in the following respects only:
 - A. The following paragraph shall replace paragraph 1(a) of the Original Contract:
 - a) The University agrees to employ MacIntyre as the Football Coach for the University of Colorado Boulder for a term of Five (5) years, commencing on January 1, 2017 and extending through December 31, 2021 unless earlier terminated as set forth herein. Whenever the term “Contract Year” is used in this Agreement, it refers to that period of time between January 1 and December 31 of the same year. It is specifically acknowledged and agreed that the University has entered into this specified term contract in accordance with and subject to the provisions of C.R.S. § 24-19-104.

- B. The following paragraph shall replace paragraph 1(b) of the Original Contract:
- b) The parties agree that in each Contract Year, subject to approval by the Board of Regents, the term of the Agreement shall be extended for one (1) additional year unless either party provides written notice to the other, by no later than December 31 of that Contract Year, of an intention not to extend the Agreement. The Chancellor of the University of Colorado Boulder (“Chancellor”) shall provide notice on behalf of the University. Unless a party provides notice of an intention not to extend in accordance with this paragraph, the extension will be recommended by the Chancellor to the Board of Regents for action at the next regular board meeting following December 31. If either party should provide notice of an intention not to extend, the Agreement shall not be extended during that Contract Year. At no point shall the term of the Agreement exceed five (5) years. MacIntyre shall not be entitled to claim damages based on the University’s issuance of a notice not to extend.
- C. References to “January 1, 2013” in Paragraphs 4 and 7 of the Original Contract shall be changed to “January 1, 2017”.
- D. References to “January 31, 2013” in paragraphs 4 and 5 of the Original Contract shall be changed to “January 31, 2017”.
- E. The following paragraph shall replace paragraph 4 of the Original Contract:
4. **Base Salary.** Effective January 1, 2017, MacIntyre will be paid an initial base salary of Five Hundred Thousand Dollars (\$500,000) per Contract Year (“Base Salary”) paid in monthly pay periods, commencing January 31, 2017, in accordance with and subject to the University's normal payroll process. Beginning on January 1, 2018, and thereafter on each successive January 1 through the term of this Agreement, the then-existing Base Salary will be increased by Seventy-five Thousand Dollars (\$75,000). On December 31, 2021, MacIntyre will receive an additional One Hundred Thousand Dollars (\$100,000). Any further additional payments will be at the discretion of the University. As a University employee, MacIntyre shall be eligible for and participate in applicable employee benefits provided to exempt professional employees including participation in retirement plans and health plans. MacIntyre shall be eligible for salary adjustments to the Base Salary in accordance with the University's compensation principles and policy for exempt professionals. In the event that MacIntyre's employment is terminated pursuant to paragraphs 15, 16, or 17 of this Agreement, MacIntyre shall only be entitled to payment under this paragraph up to the date of termination.

- F. The following paragraph shall replace paragraph 5(a)(i) of the Original Contract:
- i) The University acknowledges that, while public relations activities are important part of a football coach's ordinary responsibilities, participation in University or third party produced Programming requires significant additional time and effort, The University agrees to provide MacIntyre Supplemental Salary in the amount of One Million One Hundred and Fifty Thousand Dollars (\$1,150,000) per Contract Year for his participation in Programming as requested by the University.
- G. The following paragraph shall replace paragraph 5(b)(ii) of the Original Contract:
- ii) In recognition of the sponsorship support and benefits provided by a University Sponsorship Contractor under a Sponsorship Agreement and for MacIntyre's compliance with the obligations arising from a Sponsorship Agreement, as described in Addendum A, the University hereby agrees to provide to MacIntyre, as Supplemental Salary, the amount of One Million One Hundred and Fifty Thousand Dollars (\$1,150,000) per Contract Year. MacIntyre shall receive this Supplemental Salary even if the University does not have a Sponsorship Agreement in place so long as he remains ready and willing to perform the obligations described in Addendum A when a Sponsorship Agreement is in place.
- H. The following paragraphs shall be added after paragraph 7(c):
- d) Fifty Thousand Dollars (\$50,000) if the team attains a graduation success rate of 75% each year at the conclusion of the Spring Semester beginning in 2017;
 - e) Twenty-five Thousand Dollars (\$25,000) if the team attains an APR rating of 980 after each academic year at the conclusion of the Spring Semester beginning in 2017;
 - f) Paragraphs 7(d) – (e) shall be in addition to the Incentive Salary for Performance discussed in 7(a) – (c) above.
- I. Paragraphs 8(a) – (c) of the Original Contract shall be deleted.
- J. The following paragraph shall replace paragraph 8(e):

- e) Fifty Thousand Dollars (\$50,000) if the team wins 7 games in regular season play with an additional Twenty-five Thousand Dollars (\$25,000) for each additional game won over 7 games during the regular season.
- K. Paragraph 8(f) of the Original Contract shall be deleted.
- L. The following paragraph shall replace paragraph 8(h) of the Original Contract:
 - h) Fifty Thousand Dollars (\$50,000) if MacIntyre is selected PAC-12 Coach of the year.
- M. The following paragraphs shall be added following paragraph 8(h) of the Original Contract:
 - i) Fifty Thousand Dollars (\$50,000) if the team wins the PAC-12 Championship game;
 - j) One Hundred Thousand Dollars (\$100,000) if MacIntyre wins the Associated Press College Football Coach of the Year Award and/or the Walter Camp Coach of the Year Award.
 - k) Two Hundred Thousand Dollars (\$200,000) if the football team plays in a bowl game not affiliated with the College Football Playoff (“CFP”) system;
 - l) Two Hundred Fifty Thousand Dollars (\$250,000) if the football team participates in a CFP bowl game;
 - m) Four Hundred Thousand Dollars (\$400,000) if the team appears in the CFP Championship game.
- N. In the paragraph following 8(h) the phrase “(a) – (h) of this Paragraph 8” shall be replaced with “(d) – (m) of this Paragraph 8”.
- O. The following paragraph shall replace paragraph 16(a) of the Original Contract:
 - a) The parties expressly acknowledge and agree that if the University should terminate this Agreement prior to the end of the Term [as defined in paragraphs 1(a) and 1(b) herein, and including, if applicable, any extensions thereof pursuant to paragraph 1(b)] for any reason other than cause as defined in paragraph 15 above; lack of sufficient appropriated funds, as described in paragraph 16(c) below, or death or disability, as described in paragraph 17 below, then Macintyre shall be entitled to claim damages from the University in an amount which may not exceed the

remaining balance of his paragraph 4 Base Salary, the total amount of his paragraph 5 Supplemental Salary for (i) radio, television, other media and public appearances, and (ii) sponsorship support, and the total amount of his paragraph 7(a), 7(b), and 7(c) Incentive Salary, for the period from the date of the termination through the end of the Term, and subject further to the following:

P. The following amendments are made to Paragraph 2 (Duties) of the Original Contract:

- a) Paragraph (a) shall read: Supervising, planning, administering, and coordinating the activities of the Football Program with integrity and in a manner that is consistent with the Laws of the Regents, Regent Policy, University of Colorado Administrative Policy Statements, campus policies, and academic goals of the University. Modifications, changes, additions, or deletions to such policies shall automatically apply to this Agreement without the necessity of a written modification.
- b) Paragraph (b) shall read: Conducting himself and operating the Football Program in a manner that is in compliance with and does not result in material and repeated violations of federal or state law, Laws of the Regents, Regent Policy, University of Colorado Administrative Policy Statements, campus policies, or the applicable governing policies, constitutions, laws, rules and regulations of the Conference and the NCAA. Modifications, changes, additions, or deletions such policies shall automatically apply to this Agreement without necessity of a written modifications.
- c) Paragraph (e) shall read: Complying with the Athletic Department's policies that may be in effect from time to time throughout the term of this Agreement, including, without limitation, the Department's policies regarding the general responsibilities of its coaches, so long as those Athletic Department polices are consistent with generally applicable university policies. Modifications, changes, additions, or deletions to such policies shall automatically apply to this Agreement without the necessity of a written modification.
- d) Paragraph (k) shall read: Abiding by all applicable Laws of the Regents, Regent Policy, University of Colorado Administrative Policy Statements, and campus policies, as may be in effect from time to time. Modifications, changes, additions, or deletions to such policies shall automatically apply to this Agreement without the necessity of a written modification.

- e) Paragraph (p) shall read: Receiving and scheduling for the football coaching staff, not less than quarterly, training on the Laws of the Regents, Regent Policy, University of Colorado Administrative Policy Statements, and campus policies applicable to MacIntyre and the football coaching staff, including updates on any modifications, changes, additions or deletions to such policies that have been made by the University in the preceding quarter.

Q. The following amendments are made to Paragraph 15 of the Original Contract:

- a) Paragraph (j) shall read: Any material violation of any Laws of the Regents, Regent Policy, University of Colorado Administrative Policy Statements, or campus policies or being found responsible by the University of Colorado Office of Institutional Equity and Compliance for violating Administrative Policy Statement 5014 or any corresponding campus policy related to discrimination, harassment, or sexual misconduct.
- b) Paragraph (m) shall read: Failure to immediately report to the Athletic Director serious student-athlete or football staff misconduct MacIntyre knew or should have known about. Nothing in this paragraph shall be construed to relieve MacIntyre of any other reporting obligations imposed upon him by Laws of the Regents, Regent Policy, University of Colorado Administrative Policy Statements, or campus policies, including, but not limited to: reporting obligations to law enforcement as a Campus Security Authority; reporting obligations to the Office of Institutional Equity under Administrative Policy Statement 5014 or any corresponding campus policy related to discrimination, harassment, or sexual misconduct; and reporting obligations to the Department of Internal Audit for fiscal misconduct.
- c) Paragraph (o) shall be modified, as follows: the number “3” as listed in the second line of the section shall be changed to the number “2.”

- 4. In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment #2 and any of the provisions of the Original Contract or Amendment #1, the provisions of this Amendment #2 shall in all respects, supersede, govern, and control.
- 5. **FINANCIAL OBLIGATIONS OF THE UNIVERSITY PAYABLE AFTER THE CURRENT FISCAL YEAR ARE CONTINGENT UPON FUNDS FOR THAT PURPOSE BEING APPROPRIATED, BUDGETED, AND OTHERWISE MADE AVAILABLE.**

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT #2

Regents of the University of Colorado, a body corporate

George Michael MacIntyre

Date: _____

By: _____

Philip P. DiStefano
Chancellor

Date: _____

Approved as to Legal Sufficiency For MacIntyre

Recommended

By: _____

Joseph E. Landrum
CAA Sports LLC

Date: _____

By: _____

Richard L. George
Athletic Director

Date: _____

**Approved as to Legal Sufficiency for the Regents of the
University of Colorado**

By: _____

Patrick T. O'Rourke

Date: _____