

University at Buffalo
The State University of New York

This Employment Agreement ("Agreement") is made and entered into to be effective as of January 2, 2013, by and between the University at Buffalo ("University") and Jeff Quinn ("Employee"). This Agreement amends, restates and supersedes in its entirety that certain Employment Agreement by and between the University and the Employee dated effective as of January 2, 2010.

Article I - Purpose

The University and Employee have entered into this Agreement because the University desires to hire Employee as the head coach of the University's intercollegiate football program (the "Head Coach") for an initial period of five (5) years. Employee has provided an assurance that he will serve the entire term of this Agreement, a long-term commitment by Employee being critical to the University's desire to run a stable athletics program. The University and Employee agree that head coaches of intercollegiate athletic teams at the University conduct their professional activities under circumstances unique in the family of University employees, including evaluation and scrutiny of their team's performances by the public and the media and control by external rules and regulations. These circumstances justify job security and commitment by Employee longer than one year, but less than a permanent appointment. Employee desires to obtain the opportunities of employment with the University which are set forth in this Agreement. For these reasons, the University has agreed to employ Employee, and Employee has promised to be employed by the University, as the Head Coach upon the following terms and conditions.

Article II - Confidentiality

It is the desire of the parties that the terms and conditions of this Agreement shall be kept strictly confidential. Thus, each party agrees to keep the terms and conditions of this Agreement confidential and to refrain from disclosing the terms and conditions of this Agreement without the advance written permission of the other party, except for disclosure by Employee to his spouse and professional advisors (e.g., attorneys, accountants, and financial advisors) and by the University as is required by applicable law. Furthermore, it is understood and agreed that disagreements between the parties over any term or condition of this Agreement shall be treated confidentially and that the parties and their representatives shall not publicize to third persons, other than their spouse, professional advisors, and those participating directly in negotiations over the matter, the fact of a disagreement or its submission to arbitration. The parties further agree that they will not give access to this Agreement to anyone without the prior written consent of the other party hereto, except for access provided by Employee to his spouse and professional advisors and provided by the University as is required by applicable law. It is agreed, however, that the University as required by the Mid-American Conference ("MAC" or "Conference"), will share the terms and conditions of this Agreement with the Conference office under the policies dictated by the Conference. Furthermore, the University and Employee shall issue a joint press release concerning this Agreement and any extension or modification thereof in general terms and the parties may thereafter repeat the details set forth in the press release, but otherwise the parties shall treat the details of this Agreement confidentially.

Article III - Position

3.01 Description of Employee's Responsibilities

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a. Recognition of Duties. Employee agrees to devote his best efforts full time to the performance of his duties as Head Coach for the University, to give proper time and attention to furthering his responsibilities to the University as Head Coach, and to comply with all rules, regulations, policies, and decisions established or issued

by the University and which are applicable to the position of Head Coach, Employee recognizes that his statements about the University and its administrators are often publicized and he agrees to use his best efforts to keep positive and constructive in tone any public comments he makes about University policies or actions taken by administrators. Employee also agrees that notwithstanding the provisions of Section 5,04, during the term of this Agreement, he will not engage, directly or indirectly, in any business that would detract from his ability to apply his best efforts to the performance of his duties as Head Coach hereunder. During the term of this Agreement, the University shall not reassign Employee to any position other than the Head Coach or assign duties and responsibilities to Employee that are not commensurate with the position of Head Coach.

b. General Duties and Responsibilities of Employee. During the period in which the University employs Employee as the Head Coach, Employee agrees to undertake and perform properly, efficiently, to the best of his ability and consonant with the standards of the University all duties and responsibilities attendant to the position of Head Coach as set forth in Section 3,0Lc hereof. Employee further agrees to abide by and comply with the constitution, bylaws and interpretations of the National Collegiate Athletic Association ("NCAA") and all NCAA, MAC, and University rules and regulations relating to the conduct and administration of the University's football program, including recruiting rules, as now constituted or as any of the same may be amended during the term hereof. In the event that Employee becomes aware, or has reasonable cause to believe, that violations of such constitution, bylaws, interpretations, rules or regulations may have taken place, he shall report the same promptly to the Vice President and Director of Athletics of the University. Employee agrees to adhere to, to respect and to follow the academic standards, requirements, and policies of the University in regard to the recruiting and eligibility of prospective and current student-athletes for the University's football program, and require the members of the University's football program staff, including assistant coaches, to do so at all times.

c. Specific Duties and Responsibilities While Employed as Head Coach. As of the beginning of this Agreement, the specific duties and responsibilities assigned to Employee in connection with his position as the Head Coach will be contained in Employee's official written performance program. Employee's performance program will be reviewed by Employee and his direct supervisor on an annual basis throughout the term this Agreement.

3.02 Employee May Be Disciplined for Violations of NCAA Regulations

If Employee is found in violation of NCAA regulations while employed by the University, Employee shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations, and as set forth in Section 6,0Lb hereof. The University considers major violations of NCAA rules and regulations and repeated or deliberate secondary violations of NCAA rules and regulations to be misconduct and any resulting disciplinary action will be conducted under the provisions of Article 19 of the State of New York UUP Collective Bargaining Agreement.

3.03 Reporting Relationship

Employee shall report to the Vice President and Director of Athletics. The Vice President and Director of Athletics will communicate the job duties and responsibilities as Head Coach to Employee by providing Employee with a copy of Employee's official written performance program on or soon after the effective date of this Agreement. Furthermore, the performance of Employee as Head Coach shall be formally evaluated in writing by the immediate supervisor once each year during the term of this Agreement.

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Article IV - Term of Employment

4.01 Term of Agreement

The term of this Agreement shall commence effective January 2, 2013 and shall continue until this Agreement terminates on January 2, 2018 (or the day after any bowl game the University's football program may play in following the 2017 football season, if played after January 2, 2018); provided that this provision is subject to the terms and conditions of Article VI hereof concerning termination. Neither party shall have any right to terminate this Agreement prior to January 2, 2018, except as provided in Article VI hereof.

4.02 Right to Reopen

Effective January 2, 2015, Employee has the right to reopen negotiations with respect to all terms and conditions of this Agreement. In this situation, the University agrees to negotiate or otherwise bargain with Employee in good faith.

4.03 Extension of Agreement Term

Contingent upon Employee's satisfactory performance of his job duties and responsibilities (as described in Section 3.01.c hereof) for the first two years of this Agreement and in the absence of gross misconduct on the part of Employee, the University agrees that the term of this Agreement may be extended for two years on January 2, 2015. This two-year extension shall assure that the remaining term of the Agreement shall be not less than five years. If the Agreement term is extended for two years, all dates contained in this Agreement are extended for two years. If this two-year renewal is granted to Employee, Employee will be notified on or before December 1, 2014. Such notice shall be provided in a letter from the Director of Athletics to Employee.

Article V - Compensation

In consideration for the promises he has made in entering into this Agreement, Employee shall be entitled to the following forms of compensation: Basic Annual Salary (as defined and described in Section 5.01 hereof); Additional Compensation (as defined and described in Section 5.01.a hereof), the opportunity for discretionary salary increases (as described in Section 5.02 hereof); fringe benefits (as described in Section 5.03 hereof); opportunities to earn outside income (as described in Section 5.04 hereof); and opportunities to earn supplemental compensation as a form of incentive bonuses (as described in Section 5.05 hereof). Consistent with NCAA Bylaws, Employee must comply with certain reporting requirements, as further described in Section 5.04.e hereof, regarding athletically related income and benefits from sources outside the University. Further, Employee must obtain prior approval for all athletically related income and benefits from the University's Vice President and Director of Athletics. All payments from the University are subject to normal deductions and withholding for state, local and federal taxes and for any retirement or other benefits to which Employee is entitled or in which he participates, and are subject to the terms and conditions of Article VI hereof concerning termination of this Agreement.

5.01 Basic Annual Salary

The guaranteed annual base salary paid by the University to Employee for services and performance of the terms and conditions of this Agreement (the "Basic Annual Salary") shall be at the rate of \$250,000.00 per year, payable in 26 installments by the University to Employee on the schedule established for all State employees on the administrative payroll by the NYS Department of Audit and Control. Additionally, the Basic Annual Salary will be increased in accordance with Employee's Collective Bargaining Unit negotiated salary increases.

a. Additional Compensation. Employee will receive additional compensation for his television, radio, internet, shoe and/or apparel, consulting, marketing, fundraising, and other services (the "Additional

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Compensation"). Employee shall receive Additional Compensation in the amount of \$75,000.00 in each year of this Agreement. This amount shall be payable in 26 "also receives" installments by the University to Employee which shall be eligible for University retirement contributions. Additionally, the Additional Compensation will be increased by any negotiated salary increases in accordance with Employee's Collective Bargaining Unit.

5.02 Discretionary Salary Increases Based on Periodic Evaluations

During the term of this Agreement, Employee shall be eligible for discretionary salary increases (over and above the Basic Annual Salary amount set forth in Section 5.01 hereof) based on the following terms and conditions:

a. Periodic Personal Evaluations. Employee's performance of his job duties and responsibilities, distinguished from his won-loss record and other incentive-driven performances, will be evaluated by his reporting superior annually on the same basis as performance evaluations are done for the other employees of Employee's classification within the University. These evaluations also will take into account prior evaluations and the expectations and goals set for Employee in such prior evaluations. In addition, each year that he serves as the Head Coach, Employee will be evaluated on his effectiveness as the Head Coach by the members of the University's football team. This will be a component of the annual personal evaluation conducted by Employee's reporting supervisor.

b. Eligibility for Discretionary Salary Increase. Employee shall be eligible to be paid a discretionary salary increase (over and above the Basic Annual Salary amount set forth in Section 5.01 hereof) in accordance with the established policy of the current State of New York UUP Collective Bargaining Agreement.

5.03 Fringe Benefits

During the term of this Agreement, the University will provide Employee with the fringe benefits described in this Section 5.03, and no others.

a. Standard University Fringe Benefits Employee shall be entitled to the standard University fringe benefits appropriate to Employee's classification as outlined in the UB Human Resources Benefits Package. If any benefit is based in whole or in part upon salary paid to Employee, such benefit shall be based on Employee's Basic Annual Salary. These same benefits will be provided to all assistant coaches appropriate to their classification as set forth in the University of Buffalo Human Resources Benefits Package.

b. Expenses. The University will reimburse Employee for all travel and out-of-pocket expenses reasonably incurred by him for the purpose of and in connection with the performance of his duties as the Head Coach under this Agreement, including, but not limited to, expenses incurred while recruiting. Such reimbursement shall be in accordance with the standard procedures of the University upon presentation to the University of vouchers or other statements itemizing such expenses in reasonable detail.

c. Automobiles. During the term of this agreement, Employee will be provided with two (2) dealer cars (if a dealer car program is instituted anytime during the term of this Agreement) or a vehicle allowance of \$400.00 per car per month. Employee will be responsible for all insurance, maintenance and fees associated with ownership and use of the automobiles. The University will reimburse the fuel expenses incurred by Employee in operating such vehicles while on official University business. Should this Agreement be terminated by either the University or Employee in accordance with the provisions of Article VI of this Agreement, the dealer car(s) usage (if a dealer car program is instituted anytime during the term of this Agreement) or automobile allowance will end not more than thirty (30) days following the effective date of such termination.

d. Season Tickets. The University will provide 15 tickets to Employee and six (6) tickets to each of the nine (9) assistant coaches for each of the University's football regular season home games. The

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ticket allotment for post-season and away contests will be determined based on availability and at the discretion of Employee's immediate supervisor. Employee or Employee's family will also be permitted to use, on an availability basis, any suite that is vacant (i.e., not leased or otherwise committed) for any home football game.

5.04 Opportunities to Earn Outside Income

While Employee is representing the University as the Head Coach, he shall have the opportunity to earn outside income as a result thereof, but only upon the following terms and conditions.

a. General Provisions Concerning Outside Income. The following general terms and conditions shall apply to each case in which Employee seeks to or makes arrangements to earn outside income as a result of his being the Head Coach.

- i. Employee's Professional Obligation. All outside activities shall be conducted in compliance with Article XI, Title H, §4 of the Policies of the Board of Trustees of the State Universities of New York, which states that "no Employee may engage in other employment which interferes with the performance of Employee's professional obligation."
- ii. NCAA Rules Control. In no event shall Employee accept or receive directly or indirectly any monies, benefit or any other gratuity whatsoever from any person, corporation, University booster club or alumni association or other benefactor if such action would violate NCAA legislation or the constitution, bylaws, rules and regulations or interpretations thereof of the NCAA and the MAC as now or hereafter enacted. Changes of such legislation, constitution, bylaws, rules and regulations or interpretations thereof shall automatically apply to this Agreement without the necessity of a written modification.
- iii. Prior University Approval is Required. Employee shall obtain the advance written approval of the Vice President and Director of Athletics before entering into such agreements, which approval shall not be unreasonably withheld. All such agreements must be in writing.
- iv. University Is Not Liable. Such activities are independent of Employee's University employment, and the University shall have no responsibility or liability for any claims arising there from. Employee agrees to insert a clause in each outside income agreement stating that: "Neither the University nor the State of New York are liable for any of Employee's obligations under this agreement and that Employee is not acting on behalf of the University or the State of New York."
- v. Employee Retains all Revenues. Except for the limitations on such outside compensation as established by or set forth in this Agreement and in the constitution, bylaws, rules and regulations and interpretations thereof of the University, the MAC and the NCAA, Employee shall be entitled to retain all revenue generated by such outside activities.
- vi. State Law. In addition to NCAA regulations, Public Officers Law sections 73 and 74 govern a New York State Employee's ability to earn outside income and impose statutory reporting requirements.

b. Commercial Endorsements. Subject to the provisions of 5.04.a hereof, the University and Employee agree that Employee may undertake commercial endorsements of products and services in which he identifies himself as the Head Coach during such time as Employee is assigned to such position, but that he may not otherwise associate the University's name with an endorsement and provided that all such endorsements must cease at the earlier of the termination of this Agreement.

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c. **On-Campus Summer Camp.** Employee shall have the opportunity to use the University's facilities in connection with a summer youth football camp run by Employee and using his name for up to two (2) weeks each summer; provided that the University is reimbursed by Employee for its actual and overhead expenses incurred, which may include costs of insurance, in making the facilities available, with the understanding that the two (2) week period shall be designated by the University upon consideration of the preferences of Employee, upon such conditions as may be required from time to time by the University's administration. Currently, the fee for use of the University's facilities during normal business hours is \$5.00 per registered camper/per day. Said fee is subject to review and revision annually by the University. All financial transactions associated with summer camp(s) and/or instructional clinics as permitted under the terms of this Agreement must be processed through the Athletics Business Office and the University at Buffalo Foundation. Employee shall receive the profits made by this enterprise as additional compensation processed through the Athletics Business Office and the UB Foundation. Further, Employee shall have the right to identify and declare that a selected amount be paid to any third parties that provided instructional services at such summer youth football camp. Employee may request the use of such facilities for more than two (2) weeks and the University may grant such request at its discretion.

d. **Shoe, Apparel and Equipment Contracts.** Subject to the provisions of section 5.04.a hereof, the University shall be entitled to retain monies or benefits specifically articulated for the football program in agreements between shoe, apparel or equipment manufacturers or sellers and the University within the term of this Agreement. At the sole discretion of the Vice President and Director of Athletics, any or all of those monies may be paid to Employee as additional compensation. As required by these agreements, the football team shall wear its shoes, apparel or equipment during practice and/or competition and Employee shall wear, promote, endorse or consult with the manufacturer or seller concerning the design and/or marketing of such shoes, apparel or equipment, provided such agreements are in writing and do not extend beyond the term of this Agreement.

e. **Disclosure of Outside Income.** Employee shall report annually, in accordance with NCAA Bylaw 11.2.2, and in writing to the President of the University through the Vice President and Director of Athletics, on or before July 1 of each year, all athletically-related income from sources outside the University including, but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, country club memberships, television and radio programs and equipment manufacturers or sellers, and the University shall have reasonable access to all records of Employee necessary to verify such report.

5.05 Supplemental Compensation through Incentives

Upon the achievement of the certain established standards set forth in this Section 5.05 below, Employee shall be entitled to the supplemental compensation described below for each such standard achieved. All supplemental compensation earned through the achievement of such established standards, will be paid to Employee within 90 days following the completion of the football team's applicable competitive season, but never later than 60 days after the end of the calendar year in which such supplemental compensation was earned. Such supplemental compensation is in addition to, but will not be added to, Employee's Basic Annual Salary. Such supplemental compensation and each standard achieved shall be cumulative, such that earning one supplemental compensation payment and/or obtaining one standard does not limit, affect, or prohibit the earning of any other supplemental compensation payment and/or obtaining any other standard.

a. **Six or more regular season victories.** During his employment as the Head Coach, Employee shall have the opportunity to receive the following supplemental compensation for himself and his assistant coaches in consideration of their efforts in contributing to the exceptional performance of the football team and the team's ability to accumulate six (6) or more victories in a maximum twelve (12) game regular season. In any year within the term of this Agreement that the University's football team shall achieve six (6) victories in overall regular season competition, Employee shall receive \$5,000 and each assistant coach shall receive \$2,000. For each additional victory in regular season competition, Employee shall receive \$2,500 and each assistant coach shall receive \$1,000.

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b. Victories over BCS Teams or Teams Ranked in the Top 25. During his employment as the Head Coach, Employee and his assistant coaches shall have the opportunity to receive the following supplemental compensation in consideration of his efforts in contributing to the exceptional performance of the football team and the team's ability to achieve victories over a team that is a member of an Automatic Qualifying conference under the Bowl Championship Series ("BCS team") (for the 2013 –14 season, the ACC, American Athletic Conference, Big 10, Big 12, Big East, PAC 12, and SEC) or teams ranked in the Top 25 (Associated Press or ESPN Coaches Poll). In any year within the term of this Agreement that the University's football team shall win a regular or post-season contest against a BCS team, Employee shall receive \$2,500 per win and his assistant coaches shall each receive \$1,000 per win. In any year within the term of this Agreement that the University's football team shall win a regular or post-season contest against a team ranked in the top 25 of the Associated Press or ESPN Coaches Poll ranking on the date of the contest or at the end of the season, Employee shall receive \$5,000 per win and his assistant coaches shall each receive \$2,500 per win. Supplemental compensation that may be earned under this paragraph b. shall be cumulative.

c. UB Football Team Ranked in Top 25. During the term of this Agreement, Employee and his assistant coaches shall have the opportunity to receive the following supplemental compensation in consideration of his efforts in contributing to the exceptional performance of the football team and the team's ability to receive a Top 25 ranking by the Associated Press or the ESPN Coaches Poll. In any year within the term of this Agreement that the University's football team receives a Top 25 ranking in either poll listed above at any time during the applicable season, Employee shall receive \$10,000 and his assistant coaches shall each receive \$2,000.

d. Mid-American Conference East Division Champion. During the term of this Agreement, Employee and his assistant coaches shall have the opportunity to receive the following supplemental compensation in consideration of his efforts in contributing to the exceptional performance of the football team. In any year within the term of this Agreement that the University's football team wins or shares the East Division Championship of the MAC and the team is the MAC East representative to the MAC Championship game Employee shall receive \$15,000 and an amount equal to one half of each assistant coaches monthly base salary shall be made available for the Head Coach to distribute at his discretion to his assistant coaches. The Head Coach shall inform and request the approval from the Vice President and Director of Athletics on the terms of that distribution.

1. In any year within the term of this Agreement that the University's football team shares the East Division Championship of the MAC and is NOT the MAC East representative in the MAC Championship game Employee shall receive \$7,500 and \$18,000 shall be made available for the Head Coach to distribute at his discretion to his assistant coaches. The Head Coach shall inform and request the approval from the Director of Athletics on the terms of that distribution.

e. Mid-American Conference Championship Game. During the term of this Agreement, Employee and his assistant coaches shall have the opportunity to receive the following supplemental compensation in consideration of his efforts in contributing to the exceptional performance of the football team and the team's ability to win the MAC Championship Game. In any year within the term of this Agreement that the University's football team shall win the MAC Championship game, Employee shall receive \$25,000 and an amount equal to one half of each assistant coaches monthly base salary shall be made available for the Head Coach to distribute at his discretion to his assistant coaches. The Head Coach shall inform and request the approval from the Director of Athletics on the terms of that distribution.

f. Post-Season Bowl Games. During the term of this Agreement, Employee and his assistant coaches shall have the opportunity to receive the following supplemental compensation in consideration of their efforts in contributing to the exceptional performance of the football team and the team's ability to receive an invitation to a post-season bowl game. In any year within the term of this Agreement that the University's football team shall receive an invitation to a post-season bowl game, Employee shall receive \$15,000 and an amount equal to one half of each assistant coaches monthly base salary shall be made available for the Head Coach to distribute

at his discretion to his assistant coaches. The Head Coach shall inform and request the approval from the Vice President and Director of Athletics on the terms of that distribution.

1. **Post-Season Bowl Game Victory.** During the term of this Agreement, Employee and his assistant coaches shall have the opportunity to receive the following supplemental compensation in consideration of his efforts in contributing to the exceptional performance of the football team and the team's ability to win a Post- Season Bowl Game. In any year within the term of this Agreement that the University's football team shall win a Post Season Bowl Game, Employee shall receive \$20,000 and an amount equal to one half of each assistant coaches monthly base salary shall be made available for the Head Coach to distribute at his discretion to his assistant coaches. The Head Coach shall inform and request the approval from the Vice President and Director of Athletics on the terms of that distribution.

g. **BCS Bowl Game Appearance.** During the term of this Agreement, Employee and his assistant coaches shall have the opportunity to receive the following supplemental compensation in consideration of their efforts in contributing to the exceptional performance of the football team and the team's ability to receive an invitation to a BCS bowl game (Fiesta Bowl, Orange Bowl, Sugar Bowl or Rose Bowl). In any year within the term of this Agreement that the University's football team shall receive an invitation to any of the BCS bowl games, Employee shall receive \$100,000 and an amount equal to two months of each assistant coaches monthly base salary shall be made available for the Head Coach to distribute at his discretion to his assistant coaches. The Head Coach shall inform and request the approval from the Vice President and Director of Athletics on the terms of that distribution.

1. **BCS Bowl Game Victory.** During the term of this Agreement, Employee and his assistant coaches shall have the opportunity to receive the following supplemental compensation in consideration of his efforts in contributing to the exceptional performance of the football team and the team's ability to win a BCS bowl game (Fiesta Bowl, Orange Bowl, Sugar Bowl or Rose Bowl). In any year within the term of this Agreement that the University's football team shall win a BCS Bowl Game, Employee shall receive \$50,000 and an amount equal to one month of each assistant coaches monthly base salary shall be made available for the Head Coach to distribute at his discretion to his assistant coaches. The Head Coach shall inform and request the approval from the Vice President and Director of Athletics on the terms of that distribution.

h. **Professional Recognition.** During the term of this Agreement, Employee shall have the opportunity to receive the following supplemental compensation in consideration of his efforts in being recognized as the MAC or National Coach of the Year:

MAC Coach of the Year	\$20,000
National Coach of the Year*	\$50,000

* Limited to following awards: Paul "Bear" Bryant Award; Eddie Robinson Award; AP College Football Coach of the Year; AFCA Coach of the Year; College Football Coach of the Year (Sporting News); Home Depot Coach of the Year; Walter Camp Coach of the Year Award; and Bobby Dodd Coach of the Year

i. **Home Game Attendance.** During the term of this Agreement, Employee shall have the opportunity to receive the following supplemental compensation in consideration of his efforts in contributing to the exceptional performance of the football team and the team's ability to meet the NCAA's minimum attendance requirement for home contests. In any year within the term of this Agreement that the announced average home-game attendance for the University's football team's home contests is at least 15,000, Employee shall receive supplemental compensation of \$7,500.

j. **Academic Progress Rate (APR).** During the term of this Agreement, Employee shall have the opportunity to receive the following supplemental compensation in consideration of his efforts in contributing to

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the academic performance of the football team's student-athletes on scholarship and the scholarship student-athletes ability to graduate. In any year within the term of this Agreement that the football team's single-year APR rate is 950 or above, Employee shall receive supplemental compensation in the amount of \$5,000 (a preliminary determination will be made by the end of October, with the final adjustment period being known from the NCAA by February of following year.)

k. Grade Attainment of Student-Athletes. During the term of this Agreement, Employee shall have the opportunity to receive the following supplemental compensation in consideration of his efforts in contributing to the academic performance of the football team. In any year within the term of this Agreement that the student-athletes on the University's official football squad list achieve a cumulative semester grade point average of 2.75 or better at the end of any academic semester, Employee shall receive supplemental compensation in the amount of \$5,000. It is understood that this section may be modified based upon NCAA rules changes and modifications mutually agreed upon in writing by the Director of Athletics and Head Coach.

Article VI - Termination

6.01 Termination by University

There are certain limited circumstances that may make it appropriate for the University to terminate this Agreement prior to the completion of its entire term. This action, if deemed necessary, will be governed by Article 19 of the State of New York UUP Collective Bargaining Agreement and Article XI of the Policies of the Board of Trustees of the State University of New York.

a. Automatic Termination upon Death or Disability of Employee. This Agreement shall terminate automatically if Employee dies, or if Employee is discontinued from service in accordance with the provisions of the State University Group Disability Insurance Program. If this Agreement is terminated pursuant to this Section 6.01.a because of Employee's death, Employee's Basic Annual Salary and all other benefits shall terminate in accordance with the rules of the NYS Department of Audit and Control.

b. Termination through Formal Discipline. The University shall have the right to seek termination of Employee's employment prior to its normal expiration on January 2, 2018 or prior to any extended date for just cause, which shall exist as a result of Employee's misconduct. Such formal disciplinary action shall be in accordance with Article 19 of the State of New York- UUP Collective Bargaining Agreement. For the purposes of this Section 6.01.b, the following are examples of misconduct. This list is included for illustrative purposes only and does not limit the University's right to institute discipline for other acts asserted to constitute misconduct:

- i. the refusal or unwillingness of Employee to perform in any material respect his duties and responsibilities identified in Section 3.01.c hereof in good faith and to the best of his abilities, if such refusal or unwillingness continues for a period of ten (10) days following receipt of written notice from the Director of Athletics specifying the alleged failure;
- ii. any conduct of Employee in violation of any criminal statute of moral turpitude;
- iii. a serious or intentional violation of any law, rule, regulation, constitutional provision, bylaw or interpretation of the University or the MAC or a major violation of any NCAA regulation or the repeated or deliberate violation of any NCAA regulation, which violation, in the sole and reasonable judgment of the University, reflects adversely upon the University or its athletic program, including any serious or intentional violation which may result in the University being placed on probation by the MAC or the NCAA and including any violation which may have occurred during prior employment of Employee at another NCAA member institution;
- iv. a serious or intentional violation of any law, rule, regulation, constitutional provision,

bylaw or interpretation of the University or the MAC or a major violation of any NCAA regulation or the repeated or deliberate violation of any NCAA regulation by a member of the football coaching staff or any other person under Employee's supervision and direction, including student-athletes in the football program, which violation: (A) Employee was aware would occur prior to occurring or Employee became aware of while or after occurring and failed to timely report the same to the Director of Athletics; and (B) in the sole and reasonable judgment of the University, reflects adversely upon the University or its athletic program, including any serious or intentional violation which may result in the University being placed on probation by the MAC or the NCAA and including any violation which may have occurred during prior employment of Employee at another NCAA member institution;

- v. conduct of Employee seriously prejudicial to the best interests of the University or its athletic program or which violates the University's mission;
- vi. prolonged absence from duty without the consent of Employee's reporting superior; or
- vii. any cause adequate to sustain termination of any other University employee of the Employee's classification.

c. University's Obligations upon Termination for Cause. In the event the Agreement is terminated pursuant to Section 6.01.b hereof, all obligations of the University to make payments for supplemental compensation to Employee and the Basic Annual Salary shall cease immediately, with the exception of those already due and owing. In no case shall the University be liable to Employee for his 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 for any other sources.

d. Terminations before End Date. Pursuant to Article XI of the Policies of the Board of Trustees of the State University of New York, the University may elect to terminate this Agreement prior to its normal expiration on January 2, 2018 or prior to any extended date.

e. Compensation upon Termination before End Date by University. If the University terminates this Agreement pursuant to Section 6.01.d hereof prior to its normal expiration on January 2, 2018 or prior to any extended date, the University's obligation shall be to compensate Employee as outlined below, as applicable:

During 4 th year from expiration date of appointment:	1 year of Basic Annual Salary and Additional Compensation
During 3 rd year from expiration date of appointment:	\$250,000
During 2 nd year from expiration date of appointment:	\$175,000
During one year from expiration date of appointment:	\$100,000

Employee agrees that his continued receipt of his Basic Annual Salary and Additional Compensation, if applicable, in the period after any termination by the University, is contingent upon his making reasonable and diligent efforts to obtain new employment commensurate with his education, experience, and training. Employee further agrees that should he find new employment commensurate with his education, experience, and training, the University's responsibility under this provision shall be to pay him the difference between the annual salary of his new position and the amounts indicated above for the remainder of the term of this Agreement commencing with the date such new employment is obtained.

6.02 Termination by Employee

a. Permission to Contact. If Employee is seeking employment as a football coach at another

institution of higher education or professional football organization, it is agreed that such institution or organization shall first request permission from the University's Director of Athletics to speak with Employee. This permission will not be unreasonably withheld.

b. End of Compensation. Employee shall have the right at any time to terminate this Agreement; provided that in the event Employee terminates this Agreement, all obligations of the University to make payments for Additional Compensation and Basic Annual Salary shall cease immediately, with the exception of those already due and owing.

c. Financial Reimbursement Obligation. If Employee terminates this Agreement by resigning from the University prior to January 2, 2018 to assume a collegiate or professional coaching position, Employee will pay to the University as a repayment for compensation, benefits, and other perquisites paid to or accrued by Employee under this Agreement in anticipation by the University that Employee would serve as Head Coach through January 1, 2018, an amount equal to his Basic Annual Salary at the time of such termination, which payment shall be made within sixty (60) days after he terminates this Agreement. The University's acceptance of this payment will constitute full settlement of any claim that the University might otherwise assert against Employee arising out of this Agreement.

Article VII - University's Educational Purpose and Support of Program

7.01 University's Educational Purpose is Primary

The parties agree that, although this Agreement is sports-related, the primary purpose of the University and, accordingly, of all its legal arrangements, including this Agreement, is educational. Thus, the educative purposes of the University shall have priority in the various provisions of this Agreement. Examples of how this purpose is to be applied are set forth below.

- a. It is recognized by the parties that a student-athlete may be declared not eligible for competition for academic reasons, because the University believes he would not be an appropriate representative of the University, as a disciplinary sanction under the University's student code, or because the University believes that he is not eligible according to the rules for athletic competition specified by the MAC or the NCAA or for similar reasons. In no event shall such an action by the University be considered a breach of this Agreement.
- b. In furtherance of its educative purpose, the University hereby agrees to supply the football program with the services of an academic counselor, employed by the University, who shall be available to all student-athletes in the football program for tutoring, academic assistance and related matters.

Article VIII - Miscellaneous

8.01 Employee Not Entitled to Permanent Appointment

The parties hereby confirm their understanding that Employee's employment under this Agreement in the position of Head Coach is not a tenure-track position, and will not lead to a permanent appointment.

8.02 Scheduling

While it is the intent of the parties to this Agreement that, during each year that Employee is the Head Coach, Employee shall be involved to the greatest extent possible in arranging each season's football schedule for the University's football program and any rescheduling of games involving the University's football program. The University's Director of Athletics or his designee will have final authority and responsibility with regard to the football team's schedule and shall use his best efforts to ensure that the team's schedule allows the football program to meet and maintain the University's objectives in all intercollegiate athletics.

8.03 Arbitration and Other Remedies

The parties agree that disputes between them arising out of this Agreement and concerning the provisions dealing with supplemental compensation and outside income shall be resolved by submission of such dispute to arbitration according to the rules of the American Arbitration Association. The Arbitrator shall be a member of the National Academy of Arbitrators and only one arbitrator shall be required. The decision of the Arbitrator shall be final and binding on both Employee and the University.

8.04 Requirement of University Signature and Approval

It is understood and agreed that this Agreement shall not be effective until signed by the University's President.

8.05 Choice of Law

It is the intent of the parties hereto that this Agreement shall be governed by and construed in accordance with the laws of the State of New York, and the laws of the State of New York shall govern the validity, performance and enforcement of this Agreement.

8.06 Compensation Conditional

The payment of all forms of compensation set forth in this Agreement is subject to the approval of the annual operating budget by the University's governing body, and the sufficiency of appropriations or the availability of sufficient funds within the Division of Athletics' budget to pay such compensation. In the event such approval is not given for any compensation owed to Employee or any assistant coach hereunder, Employee may terminate this Agreement and Section 6.02.c hereof shall not be enforced or applicable to such termination.

8.07 University Retains All Materials and Records

All materials or articles of information, including, without limitation, personnel records, recruiting records, team information, films, statistics or any other material or data furnished to Employee by the University or developed by Employee on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Employee's employment hereunder are and shall remain the sole and confidential property of the University. Within five (5) days of the expiration of the term of this Agreement or its earlier termination as provided herein, Employee shall immediately cause any such materials in his possession or control to be delivered to the University.

8.08 Government Immunity Not Waived

It is expressly agreed and understood between the parties that the University is an agency of the State of New York and that nothing contained herein shall be construed to constitute a waiver or relinquishment by the University of its rights to claim such exemptions, privileges and immunities as may be provided by law.

8.09 Employee Will Not Contact University Council Members, Officers or Trustees

Although it is understood that from time to time Employee may have social contact with the University Council Members, Officers (Including the President, Provost and Vice Presidents) and members of the University's Board of Trustees at fund-raisers, media events, receptions or other social functions, Employee agrees to refrain from contacting directly any such Council Member, Officer or Trustee or otherwise engage in any direct communication with them about items relating to the football program or administration of the University's athletic program. All discussions of items of concern or problems with the football program and other athletic programs shall be handled in accordance with established administrative procedures.

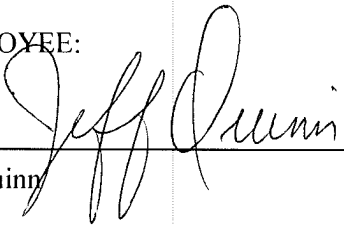
8.10 Miscellaneous

a. Assistant Coaches. The University agrees to provide an annual budget for assistant coaches' salaries that is competitive with and above the mean of the budgets of other schools in the MAC.

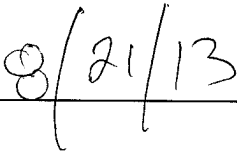
b. Recruiting Budget. The University agrees that it is a point of emphasis to ensure Employee is provided with a recruiting budget that is competitive with those offered by other programs in the MAC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first written above, intending to be legally bound by its terms and provisions.

EMPLOYEE:

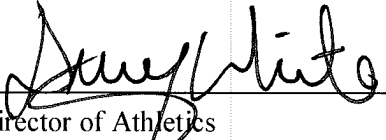


Jeff Quinn

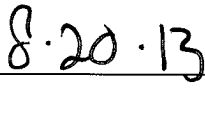


Date

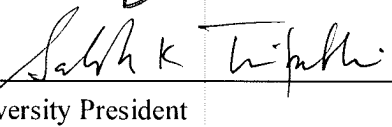
THE UNIVERSITY:



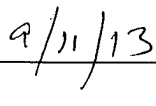
Director of Athletics



Date



University President



Date