

## EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made, effective December 18, 2006, by and between The Florida International University Board of Trustees ("University"), a body corporate of the State of Florida, and Mario Cristobal ("Head Football Coach").

The University and Head Football Coach agree as follows:

### 1. TERM

The term of this Agreement is a period of five and one-half (5 1/2) years commencing December 18, 2006, and ending June 30, 2012, unless terminated earlier pursuant to the terms and provisions contained herein. The parties expressly acknowledge and agree that in the event of termination of Head Football Coach's employment without cause, University shall have no obligation to compensate Head Football Coach in any manner other than as specified in Section 8 of this Agreement.

### 2. HEAD FOOTBALL COACH'S DUTIES

In consideration of the compensation specified in this Agreement:

(a) Head Football Coach shall devote his best efforts full-time to the proper performance of his assigned duties under this Agreement and other duties as set forth in the Head Football Coach's current job description on file with the Division of Human Resources.

(b) Head Football Coach shall develop and implement programs and procedures with respect to the evaluation, recruitment, training and coaching of FIU Football Team ("Team") members to compete successfully while assuring their welfare. Head Football Coach, with the approval of the Athletic Director, shall be responsible for hiring or dismissing the nine football assistant coaches.

(c) Head Football Coach shall observe and uphold all academic standards, requirements and policies of University and encourage Team members to perform to their highest potential. Head Football Coach recognizes that the goal of the University is that every student-athlete obtain a baccalaureate degree, and agrees to support fully the attainment of this goal.

(d) Head Football Coach shall maintain and enforce conduct, disciplinary rules and sanctions, both on and off the field, fairly and uniformly for all student-athletes in the football program so as to ensure academic and moral integrity while encouraging excellence.

(e) Head Football Coach shall know, recognize, and comply with all applicable laws, as well as applicable policies, rules, and regulations of the University, the Sun Belt Conference and the NCAA; supervise and take appropriate steps to ensure that Head Football Coach's assistant coaches, any other employees for whom Head Football Coach is administratively responsible and the members of the Team know, recognize, and comply with all such laws, policies, rules, and regulations; and immediately report to the Director of Athletics and the Department's Compliance Coordinator if Head Football Coach has reasonable cause to believe that any person or entity has violated or is likely to violate any such laws, policies, rules, or regulations. Head Football Coach shall cooperate fully with the University at all times in any NCAA investigation or inquiry related to the Football Program or the Department of Athletics.

(f) Head Football Coach shall not engage, directly or indirectly, in any outside employment or activity which would detract from his ability to devote his full-time and best efforts to the performance of his duties. Head Football Coach shall obtain approval to engage in any outside employment or activity (whether compensated or not for the activity) prior to engaging in such employment or activity in accordance with the University's Outside Employment, Conflict of Interest Policy and the Florida Public Employee Code of Ethics, Chapter 112, Florida Statutes.

(g) Head Football Coach shall obtain prior approval of all athletically related income from sources outside the University in accordance with the University's Outside Employment, Conflict of Interest Policy, NCAA regulations, and the Florida Public Employee Code of Ethics, Chapter 112, Florida Statutes.

(h) In accordance with NCAA rules, Head Football Coach shall provide a written, detailed annual report to the President no later than February 1 of each year disclosing all athletically related income and benefits from sources outside the University in a format to be decided by the University. Upon demand and reasonable notice, University shall have reasonable access to records necessary to verify such report. Sources of such income, include, but are not limited to the following: (i) income from annuities; (ii) sports camps; (iii) housing benefits; (iv) country club memberships; (v) complimentary ticket sales; (vi) television and radio programs; and (vii) endorsement or consultation contracts with athletics shoe, apparel, or equipment manufacturers.

(i) Head Football Coach has special and exceptional knowledge, skill and ability that render Head Football Coach's services unique. Head Football Coach recognizes that rumors or media reports regarding the possible loss of his services are damaging to Team morale and recruiting, and that the loss of his services would result in inherent loss to the University. Accordingly, unless University terminates his employment as Head Football Coach, Head Football Coach shall not discuss, seek, or consider, whether directly or indirectly, employment with any other sports-related program or business during the term of this Agreement without the written consent of the University.

(j) Head Football Coach shall not, either on his own or through any corporation controlled by him, usurp any corporate promotional opportunities offered or available to University except when the use of these does not injure the image of the University, is not in conflict with any University exclusive vendor arrangements, and is in accordance with the Florida Public Employee Code of Ethics, Chapter 112, Florida Statutes.

(k) Head Football Coach shall not use any of the logos, trademarks, servicemarks, indicia, or insignias of the University except when licensed by the University; when the use of these does not injure the image of the University, is not in conflict with any University exclusive vendor arrangements, and is in accordance with the Florida Public Employee Code of Ethics, Chapter 112, Florida Statutes.

(l) Head Football Coach shall cooperate fully with the University in developing and promoting, the University's athletic program, the Athletic Association, the FIU Athletic Finance Corporation, the University, the University's Alumni Association, and other University-affiliated organizations. Such cooperation includes, but is not limited to, attendance and participation at meetings, events, radio shows, television, and other media outlets of the University and University-affiliated organizations as directed by the Director of Athletics; endorsement of products and performance of promotional services; and personal appearances as directed by the Director of Athletics as part of University sponsorship or endorsement contracts.

### 3. RIGHT OF PUBLICITY

Head Football Coach hereby grants and conveys to the University a royalty-free license to use his name and likeness to promote the University, its athletic department, its football program, and the University, including the right to, with Head Football Coach's prior approval and permission, sublicense the use of Head Football Coach's name and likeness to the Florida International University Foundation, Inc. ("Foundation"), or third party sponsors of the University's athletic department. Head Football Coach shall not allow his name or likeness to be used to promote any other institution of higher education, its athletic department or its football program without the prior written consent of the University. Head Football Coach acknowledges and agrees that, other than the payments under Section 4 of this Agreement, he will receive no royalties or other payments for the use of his name or likeness from the University or its sublicensees. After the termination of this Agreement, the University may continue to use Head Football Coach's name and likeness in any materials or in any media placed in tangible form during the life of this Agreement. However, the University may not, after the termination of this Agreement, use Head Football Coach's name or likeness in a manner that implies Head Football Coach's continuing support or endorsement of the University or one of its sponsors without Head Football Coach's consent.

In the event that Head Football Coach permits the use of his name and/or likeness, the University and/or its third party sponsors intends to or desires to pursue additional endorsements, promotional contracts, or service agreements that agreement will not be governed by this "royalty-free" provision and is hereby specifically excluded in their entirety.

### 4. COMPENSATION

In consideration of Head Football Coach's services and satisfactory performance of this Agreement, University shall pay Head Football Coach:

(a) Annual base salary will be payable in bi-weekly installments in accordance with normal University procedures;

December 18, 2006 – June 30, 2007	\$360,000 (prorated)
July 1, 2007 – June 30, 2008	\$360,000
July 1, 2008 – June 30, 2009	\$370,800
July 1, 2009 – June 30, 2010	\$381,924
July 1, 2010 – June 30, 2011	\$393,382
July 1, 2011 – June 30, 2012	\$405,183

The payments above shall be hereinafter referred to as "the Guaranteed Increase."

Head Football Coach shall be eligible for all wage increases as appropriated by the Florida Legislature for State University System (SUS) employees in their annual General Appropriations Act. Any general across the board wage increase provided by the Legislature shall count towards the Guaranteed Increase described in Section 4(a). In the event that the legislative increase exceeds the Guaranteed Increase, then Head Football Coach shall be entitled to the greater of the Guaranteed Increase or the increase mandated by the State Legislature. Any merit or performance-based increase provided by the Legislature shall count towards the Guaranteed Increase in Section 4(a) pursuant to University policies and as evaluated by the Athletic Director.

(b) Such normal employee benefits as University generally provides to its exempt staff. The University guarantees Head Football Coach \$44,000 in retirement benefits. The \$44,000 the University shall contribute shall be comprised of 10.42%, or other amount as determined by the