

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made between The University of Toledo, an Ohio public institution of higher education (the "University") and Timothy D. Beckman ("Coach"). In consideration of the mutual promises hereinafter contained, and intending to be legally bound hereby, the parties agree as follows:

1.0 EMPLOYMENT

- 1.1 Head Coach. Subject to the terms and conditions of this Agreement, the University will employ Coach as head coach of the intercollegiate football team ("Team"). Coach represents and warrants that he is fully qualified to serve, and is available for immediate employment, in this capacity.
- 1.2 Reporting. Coach is responsible, reports directly to the Athletic Director of Intercollegiate Athletics ("Athletic Director") and will confer with the Athletic Director or the Athletic Director's designee on all administrative and technical matters.
- 1.3 Duties. Coach manages and supervises the football team and will perform such other duties in the University's athletic program, consistent with his status as head coach, as the Athletic Director may assign.

2.0 TERM

- 2.1 Length. This Agreement is for 5 years commencing December 5, 2008, subject to the conditions stated herein.
- 2.2 No Tenure. This Agreement does not grant Coach a claim to tenure in employment, nor do Coach's service pursuant to this Agreement count in any way toward tenure at the University. This Agreement does not grant any expectancy of employment or reemployment except as expressly provided by the terms herein.

3.0 COACH'S SPECIFIC DUTIES AND RESPONSIBILITIES

- 3.1 Duties. In consideration of the compensation and other benefits specified in this Agreement, Coach will:

- 3.1.1 Devote full time attention and energies to the duties of head coach as stated under this Agreement, including all duties that the Athletic Director may assign;
 - 3.1.2 Develop and implement programs and procedures with respect to the evaluation, training and coaching of student team members to compete successfully while assuring their welfare;
 - 3.1.3 Observe and uphold all academic standards, requirements and policies of the University;
 - 3.1.4 Know, recognize and comply fully with the rules, regulations and policies of the National Collegiate Athletic Association (NCAA) and of the University, and to take every reasonable precaution to ensure that all members of his staff comply with same, and to immediately advise the Athletic Director if there is reasonable cause to believe violations have occurred or will occur.
 - 3.1.5 Represent the University positively in public and private forums and not engage in conduct that reflects adversely on the University or its athletic program.
- 3.2 Assistant Coaches. Coach has the primary responsibility and authority to recommend to the Athletic Director the hiring and termination of assistant coaches for the football team, but the final decision will be made by the Athletic Director, subject to the approval of the University's Board of Trustees. The Athletic Director will not hire a candidate not recommended by Coach.
- 3.3 Scheduling. Coach has the primary responsibility with respect to the scheduling of the football team's competitions, in consultation with Athletic Director, which shall include the identification, selection, and negotiation with opponents for the non-conference schedule.
- 3.4 Outside Income. During the term of this Agreement, Coach will have the opportunity to earn outside income, but only upon the terms and conditions set forth herein. Sources of outside income may include, but are not limited to: sports camps, television and radio programs, endorsements or consultation contracts with athletic apparel, shoes or equipment manufacturers, vendors or other entities;

income from speeches, appearances and written materials. Coach may not have outside income from employment other than as specified herein. The following terms and conditions apply to each case in which Coach receives outside income as a result of his position as head football coach.

- 3.4.1 Such outside activities cannot interfere with the full and complete performance by Coach and his duties and obligations as a University employee, recognizing always that Coach's primary obligations lie with the University and its students.
- 3.4.2 In no event will Coach accept or receive, directly or indirectly, any monies, benefits or any other gratuity whatsoever from any person, corporation, booster club or alumni association or other benefactor if such action would violate the NCAA Constitution, bylaws, rules or regulations or interpretations thereof by the NCAA as now or hereafter enacted. Changes in the Constitution, bylaws, rules, regulations or interpretations automatically apply to this Agreement without the necessity of a written modification.
- 3.4.3 Coach must obtain the advance written approval of the Athletic Director and the President of the University before entering into such agreements. Activities involving use of University facilities or the name of University, such as sports camps, will be subject to separately negotiated and written agreements between the parties. Coach is not permitted to participate in any business transactions or endorse any products or appear on any radio or television programs that may discredit or bring undue criticism to the University.
- 3.4.4 Such activities are independent of Coach's University employment and the University has no responsibility or liability for any claims arising there from. Coach agrees to indemnify and hold harmless the University, its trustees, officers, employees and agents from any and all claims based on such outside activities.
- 3.4.5 Coach may not, under any circumstances, accept employment as a coach at any other institution of higher education or with any professional sports

team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Athletic Director and President of the University.

3.4.6 Coach will report, whenever reasonably requested - but no less than annually on or before October 1 of each year - in writing to the President of the University, through the Athletic Director, all athletically related income from sources outside the University. Such income may include, but not be limited to, income from sports camps, housing benefits, complimentary ticket sales, television and radio programs and endorsements or consultation contracts with athletic apparel, shoe or equipment manufacturers, vendors or other entities. Athletic Director, as well as the President or his designee, shall have reasonable access to all records of Coach necessary to verify such report.

3.5 Budgeting. During the term of this Agreement, Coach will have the authority to develop and administer the Men's Football Budget for the overall benefit and development of the Men's Football Program as he deems necessary and appropriate to advance the athletic and academic levels of achievement for the Program. The development of the Budget and the administration of the overall budget, as discussed above, shall be subject to the review and approval of the Athletic Director and all other required levels of University review and approval. Such approval of the development and administration of the budget by the Coach shall not be unreasonably withheld, to the extent that the Coach's administration of the Program budget does not result in expenditures in excess of the total amount of funding approved in the Program budget, unless otherwise approved by the Athletic Director. At all times during the term of this Agreement or any extension, renegotiation or renewal hereof the Athletic Director, the President, and the Board of Trustees hereby agree and commit that the Men's Football Program shall be funded, by the University, as a high priority athletics Program. The Men's Football Program in terms of its operational budget (to include team travel, allocated funds for recruiting, game guarantees, salaries, equipment and other essential athletic and administrative expenses) shall at all times be amongst

the leading Programs in the Conference and other elite Division I Men's Football Programs in comparable Conferences.

4.0 COMPENSATION.

In consideration of Coach's services and satisfactory performances of the conditions of this Agreement, the University promises to provide Coach, the following described compensation:

4.1 Annual Base Salary. An annual base salary of \$210,000 payable in bi-weekly installments in accordance with normal University payroll procedures for administrative unclassified employees. Annual base salaries will be as follows throughout the term of the Agreement:

<u>Year</u>	<u>Salary</u>
2010	\$220,000
2011	\$230,000
2012	\$240,000
2013	\$250,000

4.2 Benefits. Employee benefits as the University provides generally to its administrative unclassified employees in existence at the time of the Employees initial employment or as revised and/or substituted from time to time by the University.

4.3 Marketing Compensation. While Coach is serving as head coach of the intercollegiate football team, he will receive additional compensation in the amount of \$125,000 annually in the form of marketing income, including, but not limited to, sponsorships, television and radio shows, rollover sponsor fees, speaking engagements and any other talent fee payments, in consideration for which Coach agrees that he will perform television and radio shows, speeches and other appearances as reasonably requested by the University. Coach will receive this additional compensation in one lump sum subsequent to the season including all post-season tournament play, and which shall be paid within thirty (30) days of the end of the season and/or post season play whichever is later. If Coach is terminated for cause during a season, he shall not be entitled to any portion of the marketing income. If Coach is terminated without cause, he shall be entitled to a

pro-rata share of the marketing income for only the period of time he actually performed the marketing responsibilities for the season in which he was terminated, and in no way is he entitled to any marketing compensation if he is not working in the capacity of Head Coach.

4.4 Incentive Bonus Compensation. Coach is entitled to additional bonus compensation on a cumulative basis as follows:

4.4.1 Mid-American Conference West Championship and West Co-Championship Incentive. If the men's intercollegiate football team should win the Mid-American Conference (MAC) Western Division Championship, or be a co-champion in any given year while Coach is head coach, he will receive a bonus in the amount of \$15,000.

4.4.2 MAC Championship Incentive. If the men's intercollegiate football team participates in the MAC Championship game while Coach is head coach, he will receive a bonus in the amount of \$10,000. If the men's intercollegiate football team should win the MAC Championship while Coach is head coach, he will receive a bonus in the amount of \$20,000. The above referenced amounts are cumulative.

4.4.3 NCAA Post-Season Bowl Game If the men's intercollegiate football team participates in a post-season bowl game while Coach is the head coach, he will receive a bonus in the amount of \$15,000. If the men's intercollegiate football team should win a post-season bowl game while Coach is head coach, he will receive a bonus in the amount of \$20,000. These amounts are cumulative.

4.4.4 Post-Season BCS Selection. If the men's intercollegiate football team participates in a post-season BCS bowl game while Coach is the head coach, he will receive a bonus in the amount of \$100,000.

4.4.5 Academic Progress Rate. If the men's intercollegiate football team roster of eligible players in any given year while Coach is the head coach, achieves an APR (Academic Progress Rate as adopted by the NCAA) score of 925 or greater, Coach will receive a bonus in the amount of \$25,000. In addition, if the men's intercollegiate football team roster of