

**DEPARTMENT OF INTERCOLLEGIATE ATHLETICS
UNIVERSITY OF WASHINGTON
EMPLOYMENT AGREEMENT
HEAD FOOTBALL COACH**

This Employment Agreement (“**Agreement**”) is between **Steve Sarkisian** (“**Employee**”) and the University of Washington (“**University**”). Upon its commencement, it cancels and replaces any and all prior employment agreements, offers, or understandings whether written or oral, between these two Parties.

The Parties agree as follows:

1. **Position.** The University and the Employee have entered into this Employment Agreement because the University desires to hire the Employee as the Head Football Coach of the University Football Team (the “**Team**”) for a period of five (5) years with the Employee’s assurance that he will serve the entire term of this Employment Agreement, a long-term commitment by the Employee being critical to the University’s desire to run a stable athletics program. The Employee desires to obtain the opportunities of employment with the University which are set forth in this Employment Agreement. Accordingly, the University has agreed to employ the Employee and the Employee has promised to be employed by the University upon the following terms and conditions.
2. **Employee Responsibilities.** During his employment Employee agrees to the following duties and responsibilities:
 - a. Employee shall devote full and best efforts in faithfully and diligently carrying out the duties and responsibilities of Head Football Coach in the Department of Intercollegiate Athletics (the “**Department**”).
 - b. Employee shall actively comply with and support all University rules and regulations.
 - c. Employee shall have complete knowledge of the rules and regulations governing intercollegiate athletic competition and adhere to all applicable rules and regulations of the National College Athletic Association (“**NCAA**”), the Pacific-10 Conference (“**Pac-10**”), and other established bodies that govern or oversee intercollegiate athletics or the University. In the event Employee becomes aware, or has reasonable cause to believe, that violations of these organizations’ constitutions, bylaws, interpretations, rules or regulations may have taken place, Employee shall report same promptly to the Senior Associate Athletic Director for Compliance at the University. As a condition of employment, the Employee shall be required to participate in rules education programs offered by the Department of Intercollegiate Athletics.
 - d. Employee shall carry out all other Department duties as assigned by the Director of Intercollegiate Athletics (“**Director**”).

- e. Employee shall comply with all applicable laws and rules of the United States and the State of Washington that should be known to Employee.
 - f. Employee shall use best efforts to generate revenue for the Department. Such efforts shall include, but are not limited to, participation in reasonable fundraising events as determined by the Director, subject to timely notice.
 - g. Employee shall attend various functions as determined by the Director as is reasonable, subject to timely notice.
 - h. In concert with the Director, Employee shall have the right to select, retain and/or discharge assistant football coaches and other football, nonclassified, staff, and University shall consider Employee's input with respect to the compensation of University assistant football coaches and other football staff.
3. **Reporting Relationship.** Employee shall report to and be under the supervision of the Director or to such other person as may be designated from time to time by the Director. Director, or Director's designee, shall provide to Employee each Contract Year a written review evaluating Employee's performance of his duties and responsibilities as set forth in paragraph 2.
4. **Duration.** This Agreement shall be for a term of five (5) years commencing on December 7, 2008 and ending on December 6, 2013 (the "**End Date of the Agreement**"), unless terminated sooner in accordance with paragraphs 9, 10, 11, or 12 of this Agreement. The term "**Contract Year**" as used in this Agreement shall mean a period of twelve (12) full calendar months. The first (1st) Contract Year shall begin on December 7, 2008. Each succeeding Contract Year shall begin on the anniversary of the first (1st) day of the first (1st) Contract Year. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and accept that Employee was employed simultaneously by University of Southern California during approximately the first (1st) month of the first (1st) Contract Year.
5. **Compensation and Benefits.** In consideration for the promises he has made in entering into this Agreement, Employee shall be entitled to the forms of compensation set forth below. Employee is not eligible for tenure or any rights that may apply to tenure. Unless specifically excluded by law, all compensation will be included in Employee's gross income and shall be subject to normal deductions for state, local, and federal taxes and any retirement or other benefits in which Employee is entitled to participate. Employee shall have no right to any compensation or benefit from the University that is not set forth in this Agreement. Employee's compensation and benefits shall be as follows:
- a. **Base Salary.** Employee's base salary for services and satisfactory performance of the terms and conditions of this Agreement (the "**Base Salary**") shall be:

Contract Year 1: \$300,000

Contract Year 2: \$330,000

Contract Year 3: \$360,000

Contract Year 4: \$390,000

Contract Year 5: \$420,000

Base Salary shall be paid monthly on a pro rata basis in accordance with established University and State of Washington payroll procedures.

- b. **Regular Media Compensation.** At the discretion of the Director, Employee may be assigned to appear on television and radio broadcasts of/or related to University football games, other sports shows dedicated to University sports as may be developed, and any other media appearances as directed by the Director. It is acknowledged that such appearances may include, but are not limited to, pre-game and post-game shows connected with game broadcasts and/or pre-game and post-game receptions. Employee agrees to make himself available for such media appearances as directed by the Director. The annual amount of media compensation (including both radio and television) is:

Contract Year 1: \$500,000

Contract Year 2: \$530,000

Contract Year 3: \$570,000

Contract Year 4: \$600,000

Contract Year 5: \$660,000

Media compensation shall be paid monthly on a pro rata basis in accordance with established University and State of Washington payroll procedures.

- c. **Regular Pay for Appearances and Consultations.** Employee agrees to the following regarding the University's contractual sponsorship relations with NIKE and other corporate sponsors.

- (1) **Personal Appearances.** Upon request, Employee agrees, subject to timely notice and availability to be present for a minimum of three (3) personal appearances on behalf of NIKE and additional appearances for other sponsors, as determined by the Director. No single appearance shall exceed a total of twenty-four (24) hours in duration, including travel time, unless otherwise agreed to in advance. Such appearances may include, but are not limited to, speaking engagements, appearances at sports clinics, celebrity events, and other public appearances sponsored in whole or in part by NIKE, or other University sponsors. During these appearances, Employee shall not be required to provide a qualitative or comparative description of a product or provide price information or advertising. The personal appearances described in this paragraph are in addition to and consistent with Employee's general obligation to promote the University,