

**University of Connecticut Head Men's Basketball Coach  
AGREEMENT**

This Agreement is made by and between the **University of Connecticut** ("the University") and **Kevin J. Ollie** ("the Coach").

In consideration of the mutual covenants and conditions contained herein, the University and the Coach agree as follows:

**ARTICLE 1 – EMPLOYMENT.**

Subject to the conditions stated in the provisions of this Agreement, the University hereby employs the Coach as Head Men's Basketball Coach at the University and the Coach hereby agrees to and accepts the terms and conditions for said employment outlined herein. The Coach shall perform such duties as may be assigned in connection with the supervision and administration of the men's basketball program, and other duties and responsibilities as are usual and customary to such coaching position in an NCAA Division I program. The Coach shall work under the immediate supervision of the Athletic Director at the University who reports directly to the President ("the President"), and shall confer with the Athletic Director on all matters requiring administrative and technical decisions.

**ARTICLE 2 – TERM.**

The term of this contract shall begin on June 1, 2014 and shall terminate on May 31, 2019 subject to the conditions stated herein. This Employment Agreement in no way grants the Coach a claim to tenure in employment or any years of employment attributable to tenure within the University.

**Received**  
**MAY 22 2014**  
**President's Office**

For the purpose of review and consideration of an extension, either party can re-open this Agreement by written notice within thirty (30) business days following the last game of the 2015-16 season. From the date of written notice, the parties will make reasonable efforts to complete an extension within sixty (60) days. If the parties do not come to resolution on the terms of an extension within the 60 day time period, the terms and conditions of the current agreement will remain in place.

In the event, at any time during the term of this Agreement, the athletic conference affiliation for the University changes, then the Coach can re-open this Agreement by written notice within thirty (30) business days of the University official announcement for the purpose of review of Articles 3, 6, 11 and 13. From the date of such written notice, the parties will make reasonable efforts on the review and possible modification of the terms of such Articles within sixty (60) days of the written notice by the Coach. If the parties do not come to resolution on the terms of a modification of such Articles within the sixty (60) day time period, the current terms and conditions of this Agreement will remain in effect.

In the event, at any time during the term of this Agreement: (i) there is a change in the position of Athletic Director for the University such that Warde Manuel is no longer the Athletic Director, or (ii) there is a change in the position of President of the University such that Susan Herbst is no longer the President, then in either such event, the Coach shall have the right to terminate this Agreement on or after the one (1) year anniversary of the earlier of (i) the change in either the President or the Athletic Director of the University, or (ii) the University's public announcement thereof, without being obligated to pay the termination fee set forth in Articles 11.2 and 11.2(a).

**ARTICLE 3 – COMPENSATION.**

3.1 In consideration for services and satisfactory performance of the conditions of this Agreement by the Coach, the University promises to pay the Coach an annual salary, payable in equal installments at the end of each regular University pay period, in accordance with the payment schedule set forth below:

<u>Period</u>	<u>Payment</u>
6/1/2014 – 5/31/2015	\$400,000
6/1/2015 – 5/31/2016	\$400,000
6/1/2016 – 5/31/2017	\$400,000
6/1/2017 – 5/31/2018	\$400,000
6/1/2018 – 5/31/2019	\$400,000

3.2 The Coach shall accrue additional compensation in the amount of two hundred thousand dollars (\$200,000) per year on May 1 of each year this Agreement is in effect through and including May 1, 2019 (for a total sum of one million dollars (\$1,000,000) (the “Deferred Compensation”). Unless otherwise paid under the manner and conditions set forth in Article 3.3 or 3.4, the total sum of the accrued deferred compensation shall be paid to the Coach on or before May 15, 2019.

3.3 If the University terminates the employment of the Coach pursuant to Article 10.2 before May 1, 2019, the total sum of Deferred Compensation provided for in this Agreement shall immediately vest and become non-forfeitable, and then be paid to the Coach within ten (10) business days of the effective date of said termination. For example, if the University terminates this Agreement pursuant to Article 10.2 on June 15, 2017, then in addition to any other sum due to the Coach hereunder, the University shall be obligated to pay or cause to be paid to the Coach the sum of one million dollars (\$1,000,000) within ten business days of June 15, 2017. In the event that the Coach’s

employment is terminated prior to May 1, 2019 for just cause pursuant to Article 10.1(d), the Deferred Compensation accrued by the Coach as provided in this Article 3.3 will be forfeited in its entirety.

3.4 If the Coach terminates his employment pursuant to Article 11 or for any reason before May 1, 2019, the total sum of Deferred Compensation accrued by the Coach through the effective date of the said termination shall immediately vest and become non-forfeitable and then be paid to the Coach within ten (10) business days of the effective date of said termination. For example, if the Coach terminates this Agreement pursuant to Article 11 on June 15, 2017, the University shall be obligated to pay or cause to be paid to the Coach the vested compensation amount of six hundred thousand dollars (\$600,000) within ten business days of June 15, 2017.

3.5 The Coach shall be entitled to the same personnel benefits as those currently provided to the members of the University of Connecticut Chapter of the American Association of University Professors (the "AAUP").

3.6 The foregoing compensation shall be subject to the same payroll deductions (for example, state and federal taxes, F.I.C.A. withholding, and retirement plans) that apply to the members of the AAUP.

**ARTICLE 4 – COACH’S DUTIES.**

In consideration of the annual salary and other benefits which may become due and payable to the Coach under provisions of this Agreement, the Coach does promise and agree as follows:

4.1 To perform faithfully and conscientiously the duties assigned by the Athletic Director, as specified in Article 1 above, and to maintain the high moral and

ethical standards commonly expected of the Coach as a leading representative of the Division of Athletics at the University.

4.2 To devote full-time attention and energy to the duties of Head Men's Basketball Coach, as required herein, to support the academic success of the student-athletes, and to participate in fundraising activities in support of a basketball practice facility and other programs of the Division of Athletics. The Coach agrees to support and promote sponsorship and public service initiatives of the Division and to avoid any business or professional activities or pursuits that will conflict with his performance of the duties under this contract. The Coach also agrees to embrace, support and promote sportsmanship within the basketball staff, team, fans and the University community.

4.3 To recognize and comply with the State of Connecticut laws, University policies governing its employees, the bylaws and official interpretations of the National Collegiate Athletic Association ("NCAA") and the American Athletic Conference ("the Conference"), as now constituted or as they may be amended during the term hereof. Also the Coach agrees to comply with the rules and official interpretations of any conference that the University's men's basketball program may become affiliated with during the term of this Agreement. Also, in accordance with NCAA Bylaw 11.1.1.1, it shall be the responsibility of the Coach to promote an atmosphere of compliance within the program supervised by the Coach and to diligently monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the Coach. If the Coach has knowledge of any information that would reasonably be considered by a person in the Coach's position as a possible violation of NCAA bylaws or regulations or any rule of the American Athletic

Conference (or any conference with which the University is affiliated), the Coach shall immediately report such information to the Athletic Director.

4.4 The Coach agrees that academic progress and achievement of the student-athletes under his supervision is of the highest importance. The Coach agrees to continue to adhere to the University's standards and goals for the academic performance of its student-athletes in his recruitment, supervision and coaching of the men's basketball student-athletes. The Coach agrees to support, comply and enforce all measures and provisions of an annual academic plan for the men's basketball team developed by the Counseling Program for Intercollegiate Athletes ("CPIA") in the Division of Athletics. The Coach agrees to follow conscientiously any directives from the Athletic Director or from the President concerning such matters. The Coach agrees that upholding the academic success of the men's basketball program is a primary function and responsibility to his position. The current annual APR score recognized as the acceptable standard is 930. Also the Coach understands that an annual APR score below the recognized acceptable standard (currently a score of 930) for two consecutive years will then require the Coach to make a donation payment of one hundred thousand dollars (\$100,000.00) to the University of Connecticut Foundation General Scholarship Fund within thirty (30) days of the notice from the NCAA confirming the below standard score in the second year. If the APR is replaced by a new standard during the term of this Agreement, such new standard shall be deemed incorporated into this Agreement.

4.5 In accordance with NCAA Bylaw 11.2.1 (Stipulation That NCAA Enforcement Provisions Apply), the Coach acknowledges that if he is found by either the University or the NCAA to be in violation of NCAA bylaws or regulations, he "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.”

**ARTICLE 5 – TRAVEL EXPENSES, EVENT TICKETS, COUNTRY CLUB AND AUTOMOBILE ALLOWANCE.**

5.1 The Coach shall conduct such travel as is necessary to carry out duties as Head Men’s Basketball Coach. He shall attend such meetings and/or functions, including but not limited to, University events, fundraising events, NCAA events, and events in connection with the basketball conference with which the University is affiliated, and shall be authorized to have his spouse accompany him at such times as the Athletic Director deems appropriate. The University shall reimburse the Coach for all reasonable expenses incurred by him and his spouse, including upgrade costs for the Coach for airfare and automobile rentals, related to the conduct of such travel and to attendance at such meetings and functions pursuant to the terms of the Agreement and the applicable University rules and rates regarding travel. The Coach shall use reasonable efforts to book his airfare at least seven (7) days in advance.

5.2 The University shall make available to the Coach twenty (20) tickets for personal use and purchase privileges for up ten (10) additional tickets for all home, away, conference tournament and post-season men’s basketball games. The University will also make available to the Coach a suite and five (5) parking passes for personal use for all home football games at Rentschler Field. The Coach will be responsible for all costs associated with food and beverage service in the suite and no such costs shall be subject to reimbursement. The Coach will also be entitled to receive four (4) tickets for all

University of Connecticut home games in sports other than men's basketball. For all tickets (including the suite) requested and received pursuant to this Agreement, the Coach acknowledges and understands that the value of the tickets will be reported as taxable compensation. The Coach is required to personally maintain a list or log of the names of individuals who have received all complimentary and purchased admissions issued to the Coach for each home, away, conference and post-season event. The Coach will be responsible for delivering the list or log to the Athletic Director within five (5) business days of the request of the University.

5.3 The University shall pay the current fee categories for an annual family membership at the Hartford Golf Club or other comparable country club approved by the Athletic Director. If the Coach wishes to change his membership to another golf or country club in Connecticut, any such change shall be approved in writing by the Director. In such case, the Coach will be responsible for paying the initiation fee at the new country club. The University shall only be responsible for paying the current fee categories arising from the new membership but will not continue the payments at the Hartford Golf Club.

5.4 The Coach will receive an automobile car allowance in the amount of \$15,000 (fifteen thousand dollars) to be payable on a bi-weekly basis.

#### **ARTICLE 6 – PUBLIC RELATIONS, CONSULTING AND MEDIA FEES.**

6.1 The University guarantees that the Coach will receive semi-annual payments, with the first payment to be made on the first payroll period in June and the second payment will be made on the first payroll period in October during each year of



this Agreement for public relations events, speaking fees and media appearances in accordance with the payment schedule set forth below:

<u>Period</u>	<u>Payment 1</u>	<u>Payment 2</u>	<u>Total</u>
6/1/2014 – 5/31/2015	\$1,200,000	\$1,200,000	\$2,400,000
6/1/2015 – 5/31/2016	\$1,250,000	\$1,250,000	\$2,500,000
6/1/2016 – 5/31/2017	\$1,300,000	\$1,300,000	\$2,600,000
6/1/2017 – 5/31/2018	\$1,350,000	\$1,350,000	\$2,700,000
6/1/2018 – 5/31/2019	\$1,400,000	\$1,400,000	\$2,800,000

**6.2** The Coach agrees that he will be available for a maximum of twenty (20) speaking engagements or other events, to be determined by the Athletic Director, after consultation with the Coach. Of the twenty (20) events, the following six (6) must be attended each year: (1) UConn Club Golf Outing; (2) UConn Corporate Sponsor Golf Outing; (3) UConn Club Awards Dinner; (4) UConn Hall of Fame Dinner; (5) UConn Club Endowment Dinner; and (6) the team's annual visit to the State Capitol. Notwithstanding the above, in the event of illness, death of a family member, or recruiting activities (as determined by the Athletic Director), the Coach may be excused from any of the six (6) listed events. In the event that the Coach is not able to attend any of the above referenced events, the Coach will notify the Athletic Director in writing in a timely manner prior to the event.

**6.3** The Coach may not designate a staff member to appear in his stead without the prior approval of the Athletic Director.

**6.4** Television appearances by the Coach will include weekly television shows and special programming shows to include call-in shows and news inserts. The Coach

will receive no income from those appearances beyond the amount specified in Article 6.1 of this Agreement.

6.5 During the season, the Coach must participate in call-in radio shows, on a weekly basis, on the radio station that carries University of Connecticut basketball games, as well as a pre-game radio show prior to each game. The Coach will receive no income from those appearances beyond the amount specified in Article 6.1 of this Agreement.

#### **ARTICLE 7 – BASKETBALL CAMPS OR CLINICS.**

7.1 The Coach may organize and direct basketball camps or clinics utilizing University dormitories, dining halls, athletic facilities, and other campus facilities. Any such camp or clinic shall be contracted through the University's Conference Services Office at the rates and fees published by that Office. Such costs shall be paid by the Coach. The Coach may charge the campers such fees as the Coach deems reasonable. Upon fulfilling the terms of the contract entered into between the Coach and the University's Conference Services Office, the Coach will be entitled to retain all sums derived from the basketball camp or clinic after payment of the University's rates and fees.

7.2 The Coach may also organize and direct basketball camps or clinics located off the University's campus. Said camps or clinics shall not be entitled to use the University's facilities, nor shall they be conducted through the University's Conference Services Office. All costs associated with off-campus camps or clinics shall be the responsibility of the Coach.

7.3 All camps and clinics run by the Coach pursuant to this section shall be owned and operated by the Coach. All decisions concerning the operation and

administration of such camps and clinics shall be solely at the discretion of the Coach and all such decisions shall meet NCAA and Conference bylaws and regulations. All staff employed at such camps and clinics, for the purposes of this section only, shall be considered employees of the Coach, and not the University or the State.

7.4 Consistent with NCAA bylaws and regulations, the Coach agrees to submit for University audit, within ten (10) business days of a request from the University, all relevant financial and payroll records from any basketball camp or clinic in which prospective student-athletes participate and in which the Coach is a major owner (fifty-one {51%} percent or greater) or operator.

## **ARTICLE 8 – PROMOTIONS, ENDORSEMENTS AND CONSULTING**

### **ACTIVITIES.**

8.1 The Coach agrees to be available for media or other public appearances at such times as the University, through the Division of Athletics, may reasonably designate for University publicity or promotion purposes and in adherence to the provisions of the University Agreement with IMG College, Inc. of September 1, 2008 (“IMG Agreement”).

8.2 The University is authorized to offer for sale on its Division of Athletics website those photographic images under the ownership, control or copyright of the University, which depict University of Connecticut Athletics activities, programs, athletes (former and current), coaches (former and current), stadiums or campus facilities. The Coach will receive no income from any sale of the photographic images beyond the amount specified in Article 3 of this Agreement.

8.3 (a) Subject to the Athletic Director's approval, which shall not be unreasonably withheld, and the IMG Agreement, the Coach may enter into third party promotional, consulting and/or endorsement agreements. The Coach may retain all such endorsement monies to the extent permitted by the Code of Ethics for Public Officials, as interpreted by the Office of State Ethics.

(b) The Coach agrees to comply with and assist in ensuring compliance with the obligations of the NIKE Agreement of July 1, 2008, including provisions regarding the use of NIKE products by the men's basketball team (including certain coaches and staff) for games, practices, exhibitions and other official University activities (including but not limited to photo sessions and interviews) in which the team, coaches, and staff would reasonably expect to wear and/or use athletic apparel or equipment. Any exception to this provision shall be subject to the NIKE Agreement and shall be permitted only upon the approval of both the Athletic Director and the appropriate official from NIKE USA, INC. All apparel or equipment for use by the men's basketball team shall be coordinated with and ordered by a designated employee of the UConn Athletic Equipment Services staff.

(c) Any apparel or equipment donated to the University by a manufacturer is subject to NCAA bylaws, the NIKE Agreement as well as State of Connecticut statutes concerning the acceptance of gifts to the University and the University's property inventory procedures. Such equipment must be sent directly to the University's Athletic Equipment Services Office. Any personal equipment or apparel that is provided to or purchased by the Coach from an apparel dealer must be delivered

to his home address and cannot be received by the University. The University is not obligated to provide or purchase such equipment for its intercollegiate team.

8.4 All designs for merchandise incorporating any University of Connecticut marks and/or logos (including verbiage), which may be sold or given away at any activities (camps, clinics, any athletic contests, etc.) involving the Coach, must be approved in writing by the University, through the Athletic Licensing Office, prior to production.

(a) All merchandise incorporating any University of Connecticut marks and/or logos (including verbiage), which will be sold or given away at any activities (camps, clinics, any athletic contests, etc.) involving the Coach, is subject to normal licensing approval and applicable royalty fees. All such merchandise **MUST BE** purchased from University-approved, **LICENSED** manufacturers. A list of all University-approved, licensed manufacturers (including addresses and telephone numbers) is available from the University Athletic Licensing Office and must be reviewed by the Coach prior to distribution of any merchandise as described in this section 8.4.

(b) Copies of all invoices for all merchandise incorporating any University of Connecticut marks and/or logos (including verbiage) ordered for resale/give-away at any activities (camps, clinics, any athletic contests, etc.) involving the Coach, must be forwarded to the University Athletic Licensing Office for review.

8.5 This Agreement is subject to and complies with NCAA Bylaw 11.2.2 (Athletically Related Income –NCAA Division I Manual). In accordance with NCAA Bylaw 11.2.2, the Coach shall submit a written detailed account prior to June 30 of each

year to the President, through the Athletic Director, describing any athletically related outside income activity and the compensation received from said activity. Sources of such income shall include, but are not limited to, the following:

- (a) Sports camps or clinics;
- (b) Speaking engagements;
- (c) Promotional or media advertisements; and
- (d) Professional consulting.

The process by which the Coach obtains approval of all athletically related outside income and benefits shall conform to the University Policy on Consulting for Faculty and Members of the Faculty Bargaining Unit (“University Consulting Policy”) as more fully set forth in section 8.6 below.

**8.6** Any consulting, endorsement or outside income activity performed by the Coach shall be consistent with the University Consulting Policy. In accordance with the University Consulting Policy, the Coach agrees to submit a prior written request for approval to the Athletic Director and the President’s Office for all consulting, endorsement or outside income activity.

**8.7** Personal endorsement agreements must be consistent with the IMG Agreement and compliant with all University policies and State statutes. The terms of any personal endorsement agreement must be approved by the University, in accordance with the University Consulting Policy, in advance of execution and performance by the Coach.

**ARTICLE 9 – CODE OF ETHICS AND UNIVERSITY POLICY.**

All aspects of this Agreement are governed by and subject to the Code of Ethics for Public Officials, as interpreted by the Office of State Ethics of the State of Connecticut. The Coach shall comply with the University's Consulting Policy prior to engaging in any activities described in Article 7 ("Basketball Camps or Clinics"), Article 8 ("Promotions, Endorsements and Consulting Activities") or as described in that policy.

**ARTICLE 10 – TERMINATION AND/OR DISCIPLINE.**

10.1 Notwithstanding Article 2, this Agreement shall terminate upon the occurrence of any of the following events, and except for the payment of any salary or other compensation, or installments thereof, earned as of the date of the termination, the rights and obligations of the parties shall cease:

(a) In the event of a determination by a physician mutually agreed upon by the University and the Coach (or his representative), that the Coach is no longer able to perform the duties of Article 4. Termination of this Agreement for this reason shall become effective ninety (90) calendar days after the University's written notification to the Coach.

(b) In the event of the Coach's resignation or retirement from University employment or upon his acceptance of other employment (subject to Article 11 herein).

(c) In the event the Coach fails, refuses or neglects to render his services or to fulfill his duties hereunder; provided, however, the University will first furnish written notification of any default under this provision and afford the Coach ten

(10) business days from the date thereof to remedy such default or commence to diligently remedy such default if it cannot be cured within ten (10) business days; and

(d) In the event the Coach is removed from the position or otherwise disciplined for just cause, as defined in the then existing and applicable Collective Bargaining Agreement between the University and the AAUP (“Collective Bargaining Agreement”), as it pertains to members of the unit not in a tenure track. The phrase “just cause” shall include, in addition to the definition contained in the Collective Bargaining Agreement: 1) a violation by the Coach of any law, rule, regulation, policy, bylaw, or official interpretation of the University, the Conference or the NCAA; and 2) a violation by a member of the Basketball coaching staff, or any other person under the Coach’s supervision and direction, including student-athletes in the Basketball program, that the Coach knew as a violation, and takes no steps to address, correct and report the violation within a reasonable period of time which under no circumstances shall be longer than ten (10) business days.

(e) In the event the Coach is disciplined or removed for just cause, the procedures currently contained in Article 13 of the Collective Bargaining Agreement, which is incorporated herein, shall control. In the event that there is a new Collective Bargaining Agreement, any provisions pertaining to discipline or termination of bargaining unit members not in a tenure track shall apply to this Agreement.

**10.2** In the event the University terminates this Agreement for any reason other than just cause as defined in Article 10.1 (i.e., the provisions of 10.1(a), 10.1(b), 10.1(c) and 10.1(d) are not applicable) the Coach shall be entitled to continue to receive the



following payment in accordance with the effective date of termination and in full satisfaction of the University's obligation to the Coach:

<u>Period</u>	<u>Payment</u>
6/1/2014 – 5/31/2015	Remainder of compensation due (Articles 3 and 6)
6/1/2015 – 5/31/2016	Remainder of compensation due (Articles 3 and 6)
6/1/2016 – 5/31/2017	Remainder of compensation due (Articles 3 and 6)
6/1/2017 – 5/31/2018	Remainder of compensation due (Articles 3 and 6)
6/1/2018 – 5/31/2019	Remainder of compensation due (Articles 3 and 6)

The aforesaid payments shall include, without limitation, the additional compensation due under Article 3.3.

The time and manner of said payment shall be mutually agreed upon by the University and the Coach. If mutually agreed upon terms are not reached, payment will be in accordance with the payment schedule of Article 6 of this Agreement.

#### **ARTICLE 11 – OTHER EMPLOYMENT.**

11.1 The Coach may personally, or through any agent, seek or negotiate for other employment during the term of this Agreement subject to the requirement that, the Athletic Director receives prior written notice of his intention to do so and also subject to the provisions of Article 11.2.

**11.2** In the event that the Coach accepts a position during the term of this Agreement as a Head or Assistant Basketball Coach at any NCAA Division I institution, the following fee will be due to the University from the Coach within 60 days of the effective date of the Coach's separation from the University:

<u>Period</u>	<u>Payment</u>
6/1/2014 – 5/31/2015	\$5,000,000
6/1/2015 – 5/31/2016	\$4,000,000
6/1/2016 – 5/31/2017	\$3,000,000
6/1/2017 – 5/31/2018	\$2,000,000
6/1/2018 – 5/31/2019	\$1,000,000

**11.2a** In the event that the Coach accepts a position during the term of this Agreement as a Head or Assistant Basketball Coach in the NBA or any professional league, the following fee will be due to the University from the Coach within 60 days of the effective date of the Coach's separation from the University:

<u>Period</u>	<u>Payment</u>
6/1/2014 – 5/31/2015	\$5,000,000
6/1/2015 – 5/31/2016	\$4,000,000
6/1/2016 – 5/31/2017	\$1,000,000
6/1/2017 – 5/31/2018	\$1,000,000
6/1/2018 – 5/31/2019	\$1,000,000

**ARTICLE 12 – SUPPORT STAFF.**

The Coach shall have the right to select and retain all assistant coaches, subject to the terms of the applicable Collective Bargaining Agreement and the approval of the Athletic Director (which approval shall not be unreasonably withheld or delayed).

**ARTICLE 13 – POST-SEASON COMPENSATION AND ACADEMIC**

**PERFORMANCE PAYMENTS.**

13.1 In consideration of services and the performance of the conditions of this Agreement beyond the regular season of scheduled games, the University guarantees that the Coach will receive separate payments in an amount equivalent to:

(1) one month of annual salary (Article 3) for winning the conference regular season championship,

(2) one month of annual salary (Article 3) for winning the conference post-season tournament,

(3) one month of annual salary (Article 3) for participation in the NCAA Tournament,

(4) one month of annual salary (Article 3) for participation in the NCAA Sweet Sixteen,

(5) one month of annual salary (Article 3) for participation in the NCAA Elite Eight,

(6) one month of annual salary (Article 3) for participation in the NCAA Final Four and

(7) three months of annual salary (Article 3) for winning the NCAA Men's Basketball Championship.

The Coach shall receive one payment equivalent to one-half of one month's base salary (Article 3) for the selection as "Conference Coach of the Year" or "National Coach of the Year" from one or more of the following awards: Associated Press, United States Basketball Writers of America, National Association of Basketball Coaches, Naismith Trophy, CBS/Chevrolet, The Sporting News or Basketball Times. In the event the Coach receives both the "National" and "Conference" Coach of the Year awards in the same season, the Coach shall receive one payment of one-half month of annual base salary (Article 3).

13.2 In consideration of services in support of academic progress and achievement of the men's basketball student-athletes, the University guarantees that the Coach will receive separate payments in the amount of:

(1) \$5,000 (five thousand dollars) following any academic semester (Fall or Spring) wherein the team grade point average of the student-athletes on scholarship is at or above a 2.8;

(2) \$10,000 (ten thousand dollars) for an annual APR score above a 930;

**ARTICLE 14 – RELATIONSHIP BETWEEN THE PARTIES.**

The relationship between the Coach and the University shall be determined by the terms and conditions of this contract, and by the terms of the Collective Bargaining Agreement between the AAUP and the University as it applies to bargaining unit members not in a tenure track.

**ARTICLE 15 – LIMITATION OF REMEDIES.**

The parties agree that neither party shall be liable for any collateral or consequential damages of any kind, including damages for lost collateral business opportunities or compensation arrangements.

**ARTICLE 16 – ASSIGNMENT.**

Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party.

**ARTICLE 17 – GOVERNING LAW.**

This Agreement shall be governed by and construed under the laws of the State of Connecticut.

**ARTICLE 18 – SEVERABILITY.**

If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

**ARTICLE 19 – MODIFICATIONS.**

This Agreement constitutes the entire understanding between the University and the Coach and may not be altered except by a written amendment duly executed by both parties.

IN WITNESS WHEREOF, the Coach and the authorized representatives of the University have executed this Agreement on this 22<sup>nd</sup> day of May, 2014.

  
Witness

  
Kevin J. Ollie  
Head Coach

UNIVERSITY OF CONNECTICUT:  
STORRS, CONNECTICUT

  
Witness

By:   
Warde Manuel  
Athletic Director

  
Witness

By:   
Susan Herbst  
President

AAUP- STORRS CHAPTER

  
Witness

By: 