

**AMENDMENT ONE TO
MULTIPLE-YEAR FOOTBALL HEAD COACH CONTRACT**

This Amendment One to Multiple-Year Football Head Coach Contract (this "Amendment") is executed by and between the Arizona Board of Regents ("Board") for and on behalf of Arizona State University ("University") and its Department of Sun Devil Athletics ("Department"), and Herman Edwards ("Coach").

RECITALS

A. University and Coach entered into a Multiple-Year Football Head Coach Contract, dated as of January 1, 2018 (the "Contract").

B. University and Coach desire to amend the Contract to extend the term of the Contract and to make certain other changes.

C. Capitalized terms used herein without definition will have the meanings ascribed to them in the Contract.

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

1. Amendment of Exhibit A. Exhibit A of the Contract is hereby amended and restated in its entirety and shall read as set forth on Attachment 1 hereto.

2. Retention Bonus. Coach will receive a retention bonus of \$1,000,000 if Coach is employed as the Program head coach as of January 1, 2024. If University terminates the Contract pursuant to Section 14 before January 1, 2024, Coach will receive no portion of the retention bonus.

3. Basic Duties. Section 2(a) of the Contract is hereby amended and restated in its entirety and will read as follows:

a. Basic Duties.

i. Supervision. Coach is responsible for supervising, planning, and coordinating the activities of the Program with integrity and in a manner that is consistent and in compliance with the constitution, bylaws, rules and regulations (collectively, and as amended from time to time, the "Legislation") of the National Collegiate Athletic Association (the "NCAA") and the Program's athletic conference (the "Conference") as well as the academic goals of the University.

ii. Compliance Responsibilities. Coach understands that Coach is responsible: (A) for Coach's own actions and the actions of all institutional staff members (as the term "institutional staff member" is interpreted by the NCAA) who report, directly or indirectly, to Coach; and (B) for promoting an atmosphere of compliance within the Program and monitoring the activities of all institutional

staff members involved with the Program who report, directly or indirectly, to Coach.

- iii. Education and Communication. Coach will supervise and take appropriate steps in an effort to ensure that the Program's assistant coaches and staff, any other employees for whom Coach is administratively responsible, and the Program student-athletes know, recognize and comply with all such Legislation and the applicable Board policies and University rules, regulations and policies (collectively, the "Rules") as may be in effect from time to time.
- iv. Reporting and Cooperation. Coach will comply with the Department's rules violation reporting policy (SDA 602: Rules Violation Reporting) as maintained by the Department's Athletics Compliance Office, which among other things requires that Coach promptly report any potential violation of NCAA or Conference Legislation to the Department's Athletics Compliance Office. Coach will cooperate fully with the Department's Athletics Compliance Office at all times.
- v. Title IX and Related Matters. Coach will comply with all Board and University policies, including without limitation: (A) all conflict of interest policies and (B) all reporting and other requirements under Title IX of the Education Amendments Act of 1972. In addition, Coach will comply with all laws related to sexual violence, sexual assault and related conduct. As an employee, Coach is responsible for compliance with University Policy ACD 401: Prohibition Against Discrimination, Harassment and Retaliation and SDA 406: Consensual Relationships, including the SDA 406 prohibition on sexual relations between a coach and a student athlete or an SDA student assistant. Coach is also responsible for participating in and assisting with creating and maintaining an environment at the University free from all forms of prohibited discrimination, including harassment and retaliation. Coach will comply with all required reporting obligations and non-retaliation provisions described in ACD 401 and SDA 406 and will cooperate fully with any investigation of allegations and violations of ACD 401 or SDA 406.
- vi. Coaching Duties. Coach will perform in good faith such coaching duties as are consistent with Coach's position as head coach of the Program and are properly and reasonably assigned to Coach from time to time by the Director, including but not limited to:
 1. Academics. Observe and uphold all academic standards, requirements and policies of the University, and encourage academic progress, in conjunction with faculty and the University, of Program student-athletes toward graduation;
 2. Teaching. Teach the sport's mechanics and techniques to Program student-athletes;
 3. Coaching. Coach Program student-athletes, analyze performance and instruct student-athletes in areas of deficiency;

4. Development. Develop the Program for sport competition and oversee daily practice of Program student-athletes;
5. Promotion. Promote the University, the Department and the Program, as reasonably requested by the marketing and/or the communications office and/or the Director;
6. Recruiting. Recruit talented student-athletes for the Program who Coach believes in good-faith will qualify under the Legislation;
7. Cooperation. Cooperate with academic services and student services for the benefit of Program student-athletes;
8. Administration. Maintain responsibility for administrative duties, including without limitation, reasonable budgetary duties pertaining to the Program and adhere to the annual budget approved for the Program;
9. Supervision. Supervise and monitor the Program's assistant coaches and staff and their Program-related activities, including without limitation, compliance with the Legislation and provide annual evaluations thereof;
10. NCAA/Conference Legislation. Know, recognize and comply with the Legislation (including, without limitation, the rules relating to sportsmanship and impermissible sports wagering activities) as well as the Rules and conduct the Program in accordance with the same;
11. Discipline. Promote an environment of self-discipline and accountability among Program student-athletes, coaches and staff that emphasizes each person's responsibility to represent the University positively and professionally in personal appearance, conduct and performance; and
12. Camp. Coach is permitted to conduct a camp(s) so long as the Coach complies with all applicable University policies and procedures and all NCAA and Conference Legislation.

4. Applicable Board Policy. Section 3(a) of the Contract is hereby amended and restated in its entirety and will read as follows:

- a. Multiple Year Appointments. Coach's employment is subject to, without limitation, Board policy section 6-1001 entitled "Multiple Year Appointments of Head Coaches and of Intercollegiate Athletics Directors."

5. Camps. Section 8 of the Contract is hereby amended and restated in its entirety and will read as follows:

8. Camps. Coach will have the right to conduct camps, provided that Coach must enter into a separate agreement with University (on University's standard forms) if Coach uses the University's facilities and/or trademarks prior to such use. Coach will own all rights to the camps and revenues associated with the camps and will be solely responsible for payment of all camp expenses.

6. NCAA and Conference Legislation. Section 10 of the Contract is hereby amended and restated in its entirety and will read as follows:

10. NCAA and Conference Legislation.

- a. Application of NCAA and Conference Legislation. It is expressly understood and agreed by the parties that this Contract is subject to the Legislation promulgated and adopted by the NCAA and the Conference.
 - i. Such Legislation, to the extent applicable, is incorporated herein by reference and to the extent inconsistent herewith will prevail over the terms of this Contract.
 - ii. Modifications, changes, additions or deletions to such Legislation will automatically apply to this Contract without the necessity of a written modification of this Contract, regardless of notification to Coach, and regardless of receipt by Coach of a copy. Without affecting the application to this Contract of modifications, changes, additions or deletions, the University will give to Coach a copy of any such changes.
 - iii. If such modifications, changes, additions or deletions in NCAA or Conference Legislation will impair or reduce the University-provided economic benefits of Coach's employment, the University will substitute other reasonably equivalent and appropriate benefits permissible under the Legislation reasonably acceptable to Coach that will preserve for Coach the overall value and quality of this Contract.
- b. Representation Concerning NCAA and Conference Legislation. Coach represents and warrants to the University that Coach has not been sanctioned for any violation of Legislation of the NCAA, the Conference or any other conference with which Coach has been affiliated.
- c. Cooperation with NCAA Infractions Process. Pursuant to NCAA Bylaws 11.2.1 and 19.2.3, Coach acknowledges that Coach has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case. "Full cooperation" (as defined in Bylaw 19.2.3) includes, but is not limited to:
 - i. Affirmatively reporting instances of noncompliance to the NCAA (through the Sun Devil Athletics Compliance Office as set forth in SDA 602: Rules Violation Reporting) in a timely manner and assisting in developing full information to determine whether a possible violation has occurred and the details thereof;
 - ii. Timely participation in interviews and providing complete and truthful responses;
 - iii. Making a full and complete disclosure of relevant information, including timely production of materials or information requested, and in the format requested;
 - iv. Disclosing and providing access to all electronic devices used in any way for business purposes;

- v. Providing access to all social media, messaging and other applications that are or may be relevant to the investigation; and
 - vi. Preserving the integrity of an investigation and abiding by all applicable confidentiality rules and instructions.
- d. Suspension or Other Disciplinary Action.
- i. Discipline by the University. Any material violation by Coach of NCAA or Conference Legislation or the Rules as determined by the University will subject Coach to disciplinary action, which may include but will not be limited to, placing Coach on probation, suspension with or without pay, assessment by the University of financial penalties against Coach or termination pursuant to Section 13 hereof. Prior to a suspension without pay that is initiated by the University, the University will conduct a hearing in the manner described in Section 13(f) of this Contract. Coach will not be entitled to a hearing prior to a suspension without pay that is initiated by the NCAA.
 - ii. Discipline by the NCAA. Pursuant to NCAA Bylaw 11.2.1, Coach acknowledges that in addition to the actions the University may take in accordance with this Contract, Coach is subject to disciplinary or corrective action by the NCAA as set forth in the provisions of the NCAA infractions process (including suspension without pay or termination of employment for significant or repetitive violations) if Coach is found to be in (or to have been in) violation of NCAA Legislation.
- e. Forfeiture of Bonuses for Violations of NCAA or Conference Legislation. Coach will forfeit and repay to the University any Supplemental Compensation or performance bonus paid to Coach when the achievements that were the basis for such Supplemental Compensation or performance bonus are vacated, diminished or in any way affected by any sanctions, whether self-imposed by the University or imposed by the Conference or the NCAA, resulting from:
- i. violations of NCAA or Conference Legislation by Coach, and/or
 - ii. violations of NCAA or Conference Legislation relating to the Program by an assistant coach, other Program personnel or a Program student-athlete, and either (A) the violation occurs or continues to occur after Coach knew or should have known that it was about to occur or was occurring, or (B) Coach failed to establish and maintain reasonable policies and procedures for the Program to prevent violations of NCAA or Conference Legislation.

Coach must forfeit and repay any Supplemental Compensation or performance bonus already paid, as applicable, within 60 days of the vacation or diminishment of the relevant achievement(s) and/or the imposition of the sanctions in connection with such achievement(s) described in this Section 10(e). This Section 10(e) will apply regardless of whether (A) such violations of NCAA or Conference Legislation result in termination of this Contract or (B) Coach is still employed by the University. This Section 10 will survive the expiration or termination of this Contract.

7. Termination by University for Cause. Section 13(a) of the Contract is hereby amended and restated in its entirety as follows:

a. Definition. For purposes of this Contract, “cause” includes any of the following:

- i. Dishonesty. Demonstrated dishonesty of Coach;
- ii. Neglect. Material neglect by Coach of properly and reasonably assigned duties consistent with the position of Program head coach, including without limitation, supervision of assistant coaches and all other Program team personnel;
- iii. Improper Personal Conduct. Personal conduct that materially impairs Coach’s fulfillment of assigned duties and responsibilities;
- iv. Violations of Code of Conduct. Material violation by Coach of the Code of Conduct or other Rules governing athletics or Department employees;
- v. Conflicts. Material violation by Coach of conflict of interest laws and policies applicable to University employees;
- vi. NCAA/Conference Legislation Violations by Coach. Significant or repetitive violation of NCAA or Conference Legislation (including without limitation, the rules relating to sportsmanship and impermissible sports wagering activities) by Coach;
- vii. NCAA/Conference Legislation Violations by Others. Significant or repetitive violation of NCAA or Conference Legislation (including without limitation, the rules relating to sportsmanship and impermissible sports wagering activities) relating to the Program by an assistant coach, other Program personnel or a Program student-athlete, and either (i) the violation occurs or continues to occur after Coach knew or should have known that it was about to occur or was occurring, or (ii) the Coach failed to establish and maintain reasonable policies and procedures for the Program to prevent violations of NCAA or Conference Legislation;
- viii. Failure to Report Rules Violations. Material or repetitive failure by Coach to comply with the Department’s rules violation reporting policy (SDA 602: Rules Violation Reporting) or otherwise cooperate with the Department’s Athletics Compliance Office;
- ix. Failure to Comply with ACD 401 or SDA 406, including Failure to Report and engaging in Retaliation. Failure by Coach to comply with ACD 401 and SDA 406, including failing to report as required, or to otherwise cooperate with any University investigation of allegations of violations of ACD 401 or SDA 406; retaliation against any individual who makes a report under ACD 401 or SDA 406 or who participates in a University investigation of allegations of violations of ACD 401 or SDA 406;
- x. Postseason Ineligibility. The Program is ineligible to participate in postseason competition as a result of failure to achieve minimum academic standards established by NCAA or Conference Legislation and Coach has repeatedly

exhibited a grossly negligent failure to create and support an atmosphere of academic success and accountability;

- xi. Convictions. Conviction of Coach of a criminal act that constitutes either a felony, a misdemeanor involving moral turpitude or any other criminal act which demonstrates that Coach is not fit to serve in the position of Program head coach;
- xii. Conduct Affecting University. Participating in any conduct, committing any act, or becoming involved in any situation, occurrence or activity that brings Coach into public disrepute, contempt, scandal or ridicule or that reflects unfavorably on the reputation or the high moral or ethical standards of the University; or
- xiii. Breach. A material breach by Coach of any provision of this Contract or any representation made herein by Coach that is not cured within thirty (30) days after written notice thereof.

8. Termination for Cause Due to NCAA Violations. Section 13(h) of the Contract is hereby amended to change the reference the “Commercial Arbitration Rules of the American Arbitration Association” to the “Employment Arbitration Rules of the American Arbitration Association.”

9. Effect of Amendment. Except as modified by this Amendment, and only to the extent so modified, all other terms and conditions of the Contract shall remain unmodified and in full force and effect.

10. Conflict or Inconsistency. In the event there is any conflict or inconsistency between the terms and conditions of this Amendment and the terms and conditions of the Contract, the terms and conditions of this Amendment shall govern and control the rights and the obligations of the parties.

11. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE.]

This Amendment is dated and effective as of January 1, 2020.

COACH

By: 
Herman Edwards

**ARIZONA BOARD OF REGENTS
for and on behalf of
ARIZONA STATE UNIVERSITY**

By: 
Michael M. Crow, President

APPROVED

By: 
Raymond Anderson, Vice President for
University Athletics

ATTACHMENT 1

AMENDED EXHIBIT A

BASIC TERMS

<u>Contract Section</u>	<u>Contract Provision</u>	<u>Terms</u>									
1	Expiration Date	December 31, 2024									
4(a)	Base Salary	\$700,000									
4(b)	Additional Salary	\$2,800,000 Effective January 1, 2021 and on each January 1 thereafter, Coach's per annum Additional Salary will increase by \$200,000.									
5(a)	Supplemental Compensation	<p>To the extent permitted by law, the University will pay to Coach on an annual basis the largest applicable amount, if any, for academic performance achievements by Program student-athletes. Coach will receive one payment for the highest achievement:</p> <p>Grade Point Average 2.70 OR Graduation Success Rate 76% = \$75,000</p> <p>Grade Point Average 2.80 OR Graduation Success Rate 81% = \$125,000</p> <p>Grade Point Average 2.90 OR Graduation Success Rate 86% = \$200,000</p> <p>Grade Point Average 3.00 OR Graduation Success Rate 91% = \$300,000</p> <p>In addition, Coach will receive a bonus of 5% of annual salary (Base and Additional) if the football team's Academic Progress Rate is 969 and an additional 5% of annual salary (Base and Additional) if the Academic Progress Rate is over 974.</p> <p>In addition, Coach will receive the following bonus payments based on the number of new Program scholarship student-athletes enrolled in the University's Barrett Honors College in a given year. Coach will receive one payment for the highest achievement per Contract Year:</p> <table border="0"> <tr> <td>3 - 6 new Program scholarship student-athletes</td> <td align="center">=</td> <td>\$ 50,000</td> </tr> <tr> <td>7 - 11 new Program scholarship student-athletes</td> <td align="center">=</td> <td>\$100,000</td> </tr> <tr> <td>12 or more new Program scholarship student-athletes</td> <td align="center">=</td> <td>\$250,000</td> </tr> </table>	3 - 6 new Program scholarship student-athletes	=	\$ 50,000	7 - 11 new Program scholarship student-athletes	=	\$100,000	12 or more new Program scholarship student-athletes	=	\$250,000
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12 or more new Program scholarship student-athletes	=	\$250,000									

<u>Contract Section</u>	<u>Contract Provision</u>	<u>Terms</u>
5(b)	Other Supplemental Compensation	<p><u>Conference Performance:</u></p> <p>Appearance in Pac-12 Conference championship = 10% of that year's annual salary (Base and Additional)</p> <p><u>OR</u></p> <p>Wins Pac-12 Conference championship = 20% of that year's annual salary (Base and Additional)</p> <p><u>Post-Season Performance:</u></p> <p>Appearance in college football national championship game = 40% of that year's annual salary (Base and Additional)</p> <p><u>OR</u></p> <p>Wins college football national championship game = 50% of that year's annual salary (Base and Additional)</p> <p>Appearance in college football semi-final game = 30% of that year's annual salary (Base and Additional)</p> <p><u>OR</u></p> <p>Wins college football semi-final game = 35% of that year's annual salary (Base and Additional)</p> <p>Appearance in a major bowl game (Rose, Sugar, Orange, Cotton, Peach or Fiesta) = 15% of that year's annual salary (Base and Additional)</p> <p><u>OR</u></p> <p>Wins major bowl game (Rose, Sugar, Orange, Cotton, Peach or Fiesta) = 25% of that year's annual salary (Base and Additional)</p>

<u>Contract Section</u>	<u>Contract Provision</u>	<u>Terms</u>
		<p>Appearance in non-major bowl game = \$50,000</p> <p><u>AND</u></p> <p>Wins non-major bowl game = one (1) month of that year's annual salary (Base and Additional)</p> <p><u>Regular Season Wins</u></p> <p>(Payment in this section is cumulative and is based on the assumption that the Program will play a twelve-game regular season. In the event the Program plays more or less than twelve regular season games, each bonus in this bonus structure will be adjusted accordingly so that twelve wins equals an undefeated season (e.g., if thirteen games are played, the bonus for nine wins will be paid for ten wins, etc.):</p> <p>8 wins = \$100,000 9 wins = \$200,000 10 wins = \$300,000 11 wins = \$400,000 12 wins = \$500,000</p> <p>Total Possible Bonus = \$1,500,000</p> <p><u>Coach of the Year Awards</u> (there will be a one-time payment for each achievement):</p> <p>National Coach of the Year = \$100,000 Any other Coach of the Year = \$50,000</p> <p><u>Rankings in Final Polls</u> (there will be only one payment for the highest achievement; whichever ranking is highest and regardless of poll):</p> <p>Top 5 Ranking in Final Poll = 7% of that year's annual salary (Base and Additional) Top 10 Ranking in Final Poll = 5% of that year's annual salary (Base and Additional) Top 15 Ranking in Final Poll = 4% of that year's annual salary (Base and Additional) Top 25 Ranking in Final Poll = 3% of that year's annual salary (Base and Additional)</p>

<u>Contract Section</u>	<u>Contract Provision</u>	<u>Terms</u>
15(a)	Termination by Coach/Liquidated Damages	<p>University may require Coach to pay the following depending on the year of termination and based on a five-year Contract term:</p> <ul style="list-style-type: none"> • \$3,000,000 if Coach terminates the Contract in Contract Year 1; • \$2,500,000 if Coach terminates the Contract in Contract Year 2; • \$2,000,000 if Coach terminates the Contract in Contract Year 3; • \$500,000 if Coach terminates the Contract in Contract Year 4; and • \$0 if Coach terminates the Contract in Contract Year 5. <p>If this Contract is subsequently extended, the above terms will reset based on the number of years remaining in the extended Contract term.</p>