

University of Massachusetts Amherst
Head Football Coach Agreement

This Agreement is by and between the University of Massachusetts Amherst with offices at 374 Whitmore Administration Building, Amherst, Massachusetts 01003 (the "University") and Walter Bell, now or formerly of 102 Linden Ridge Road, Amherst, MA 01002 ("Bell"), wherein in consideration of the promises hereinafter contained, the parties agree as follows:

1. Employment

The University hereby employs Bell as the head coach of the football program and Bell hereby accepts said employment, subject to the terms and conditions stated herein. Bell shall work under the immediate supervision of the Director of Athletics, and all matters of policy pertaining to the operation of the University's athletic program shall be subject to the direction and control of the Director of Athletics.

2. Term

This is a fixed term appointment for a period of five years commencing December 3, 2018, and terminating December 2, 2023, unless terminated sooner as otherwise provided in this Agreement. This Agreement shall serve as its own notice of termination notwithstanding any other provision of University policy. Unless otherwise indicated herein, the term "Contract Year" shall refer to the period commencing on December 3 and ending on the succeeding December 2.

3. Duties and Responsibilities

- (a) Bell shall devote his full time, attention, and energies to his duties as head coach of the football team and the performance of the other obligations set forth herein. At all times while employed by the University, Bell agrees to represent the University positively in all public and private forums and shall not engage in conduct that reflects adversely on the University or its athletic programs. Bell shall at all times personally comport himself, perform his duties, and conduct the UMass Football Program within the regulations established by the NCAA; the policies and standards of UMass, the UMass President, and the Board of Trustees; and the laws, rules and regulations of the Commonwealth of Massachusetts..
- (b) Bell shall comply fully with rules, regulations, and policies of the University, the National Collegiate Athletic Association (NCAA), and any and all conferences in which the football team participates, and he shall take every reasonable precaution to ensure that all members of his staff comply fully with such rules, regulations and policies. Bell shall be subject to all applicable disciplinary or corrective actions as set forth in the NCAA enforcement procedures as they may be amended from time to time.
- (c) Bell shall use reasonable efforts to foster excellence in academic performance, team conduct and personal conduct of the football team's student athletes.
- (d) Bell shall use reasonable efforts to foster success in competition of the football team.

- (e) Bell shall use reasonable efforts to meet a budget plan submitted in writing and approved by the beginning of the fiscal year by the Director of Athletics.
- (f) Bell shall use reasonable efforts to meet annual performance objectives established by the Director of Athletics.
- (g) The University shall annually evaluate Bell's performance based upon the performance of his duties and responsibilities stated herein.
- (h) Subject to University and departmental policies and procedures, Bell shall have the authority to select for hire, manage, discipline, and terminate assistant coaches and other direct reports, all pending the final approval of the Director of Athletics.

4. Base Salary and Benefits

- (a) Bell shall receive as compensation for his services as head football coach an annual base salary of Four Hundred Thousand Dollars (\$400,000.00).
- (b) Bell shall be eligible to receive cost-of-living and merit based increases in any contract year otherwise available to similarly situated non-unit professional employees of the University of Massachusetts Amherst.
- (c) Bell shall be eligible for all fringe benefits (except vacation) that normally accrue to members of the non-unit professional staff.
- (d) Bell shall be entitled to twenty (20) vacation days per Contract Year, which shall accrue at the rate of 6.15 hours per pay period. Bell shall not be entitled to carry over unused vacation days beyond the Contract Year. Bell shall not be able to cash out any unused vacation days at the end of any Contract Year. Bell shall be entitled to payment for accrued but unused vacation days in the event of Termination under Section 8 below.
- (e) Should Bell conduct, as proprietary ventures, any football camps or clinics at the University, and said camps or clinic activities take place during any part of Bell's regularly scheduled work day, said activities shall not be construed to be part of Bell's required University duties and responsibilities and Bell shall record vacation time as being used for all time spent participating in said football camp or clinic activities.

5. Other Compensation and Performance Bonuses

In addition to the base compensation described in Section 4 above, Bell shall receive:

- (a) Additional Compensation

Bell shall receive Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) each contract year, in lieu of insurance premiums or any other perquisite not specified in this Agreement; said payments are to be paid in monthly payments of Eighteen Thousand Seven Hundred and Fifty Dollars (\$18,750.00) during each year of the contract, up to an annual maximum of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00). Payments shall accrue monthly and become payable in arrears, as long as Bell continues to serve in the capacity of Head Coach of the Football program during the entire month in which the additional compensation accrues.

Should the University elect to terminate this Agreement for reasons set forth in subparagraph 8(c) prior to the normal expiration set forth in Section 2 herein, all such payments shall cease to accrue beginning in the month in which the termination is effective.

The compensation noted in the above paragraph represents the total other income to be paid to Bell for each contract year under this Agreement, on the condition that he completely and cooperatively fulfills the following responsibilities:

- (i) the delivery, making, and granting of various speaking and media appearances as coordinated through applicable Athletic Department staff and upon reasonable notice to Bell;
- (ii) the broadcast of any television, radio or other media programs related to the University's football program, including but not limited to coaches' shows, pre-game and post-game shows; and off season shows. The University shall own all rights to such programs and shall be entitled to produce and market the programs or may negotiate with third parties to produce and market programs.

Said Payment is inclusive of compensation for perquisites that might otherwise be separately identified, for example: game guarantees; ticket incentives; annuities; and all other similar perquisites as related to his responsibilities as Head Football Coach.

(b) Retention Bonuses

Effective July 1, 2020, and continuing effective July 1 for each of the following three years (namely, 2021, 2022, and 2023) the University shall provide Bell with a retention bonus of Twenty-Five Thousand Dollars (\$25,000.00) in each year provided Bell is serving as Head Coach of Football on each of these dates.

Said payments are to be made within fifteen (15) days of each applicable date.

(c) Temporary Housing

The University shall provide Bell a total housing allowance of Nine Thousand Dollars (\$9,000) payable at the rate of Three Thousand Dollars (\$3,000.00) per month for the months of December 2018, January 2019 and February 2019.

(d) Moving Expenses

The University will provide Bell with a signing bonus of Twenty-Five Thousand Dollars (\$25,000) in a one-time lump sum payment in lieu of moving expenses to the Amherst area.

(e) Season Tickets

The University shall provide Bell with sixteen (16) season tickets for each football home game in each season he serves as head coach of football. These tickets shall be assigned in the same location each season as designated by the Director of Athletics. Bell shall not sell these tickets.

(f) Country Club Membership

At no cost to Bell, The University shall provide Bell with an annual personal country club membership to a club of the University's choosing.

(g) Car Allowance

The University shall provide Bell either a courtesy car at no expense to Bell or shall provide Bell with a monthly car allowance of One Thousand Dollars (\$1000) during each year of the contract, up to an annual maximum of Twelve Thousand Dollars (\$12,000). Payments for car allowance shall accrue monthly, and be payable in arrears, provided Bell remains employed as Head Coach of the football team. Monthly payments shall discontinue should Bell receive a courtesy car.

(h) Adidas Promotional Credit

The University shall provide Bell with Ten Thousand Dollars (\$10,000.00) annually in Adidas promotional credit to be spent between December 1, 2018 – May 31, 2019 in Year One of this Agreement; and between July 1 and May 31 in each subsequent year of this Agreement. The final credit amount used annually by Bell shall be determined after May 31 in each year of this Agreement and shall be subject to all applicable tax withholdings.

(i) Spousal Travel

The following expenses for Bell's spouse are approved by the Chancellor, per the delegation of the President for the Chancellor to approve the terms of this Agreement. The Chancellor hereby approves limited spousal travel for each football game, in which the team travels by private airline charter only and incurs no additional expense for Bell's spouse, in any football season during the term of this Agreement. The Chancellor has determined spousal travel in this circumstance to be an institutional event subject to his prior approval.

(j) Academic Performance Bonuses

(i) Single-Year Academic Progress Rate:

The University shall provide Bell with a bonus of Fifteen Thousand Dollars (\$15,000.00) for each Academic Year in which the Single-Year Academic Progress Rate Report (APR) for the football program is 950-979; a bonus of Twenty Five Thousand Dollars (\$25,000.00) when the Single-Year APR is 980-1000. The first allowable bonus shall occur when the 2019-20 Single-Year APR report is calculated in the Fall of 2020.

(ii) Multi-Year Academic Progress Rate:

The University shall provide Bell with a bonus of Fifteen Thousand Dollars (\$15,000.00) for each Academic Year in which the Multi-Year Academic Progress Rate Report (APR) for the football program is above 940; The first allowable bonus shall occur when the Multi-Year APR report is calculated in the Fall of 2020.

Said bonus(es) shall be paid in the first available pay period following the Single-Year APR and/or Multi-Year APR calculations or as soon thereafter as practicable. Said payment shall accrue notwithstanding the University exercising its rights under Section 8(c), and provided Bell served in the capacity of Head Football Coach for the full academic year for which the APR is calculated.

For the purposes of this contract, "Academic Year" means two consecutive academic semesters, the first of which is the fall semester commencing in August or September of a calendar year and the second of which is the spring semester ending in May or June of the calendar year immediately following.

(k) Athletic Achievement

- (i) For each game the football team wins versus BYU, Notre Dame or any then current Power 5 Conference Member School, the University shall provide Bell with a bonus of Twenty Five Thousand Dollars (\$25,000) for each such win; said bonus(es) to be paid in the first available pay period following the regular season or as soon thereafter as practicable. Said payment(s) shall accrue notwithstanding the termination of this Agreement pursuant to Section 8(b) or the University exercising its rights under Section 8(c), provided said win was earned while Bell served in the capacity of Head Football Coach.
- (ii) Based on the football team's final Regular Season Record, Bell will be entitled to additional compensation for achieving the highest number (non-cumulative) of regular season wins for that season against NCAA Division I teams that count towards bowl eligibility for UMass.

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| Total wins against NCAA Division I bowl countable opponents: | Compensation: |
| Six (6) Regular Season Games | \$10,000 |
| Seven (7) Regular Season Games | \$15,000 |

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| Eight (8) Regular Season Games | \$20,000 |
| Nine to Twelve (9-12) Regular Season Games | \$30,000 |

Said bonus to be paid in the first available pay period following the regular season or as soon thereafter as practicable. Said payment shall accrue notwithstanding the termination of this Agreement pursuant to Section 8(b) or the University exercising its rights under Section 8(c), and provided said wins were earned while Bell served in the capacity of Head Football Coach.

- (iii) If the football team participates in a bowl game, the University shall provide Bell with a bonus of Twenty-Five Thousand Dollars (\$25,000); if the football team participates in a bowl game that is defined as a College Football Playoff (CFP) ("New Years Six") affiliated bowl, the University shall provide Bell with an additional bonus of Fifty Thousand Dollars (\$50,000); if the football team participates in a College Football Playoff (CFP) Semi-Final game, the University shall provide Bell with an additional bonus of One Hundred Thousand Dollars (\$100,000); if the football team participates in the College Football Playoff (CFP) National Championship Game, the University shall provide Bell with an additional bonus of One Hundred Fifty Thousand Dollars (\$150,000); each said bonus to be paid in the first available pay period following the bowl game or as soon thereafter as practicable. Said payment shall accrue notwithstanding the termination of this Agreement pursuant to Section 8(b) or the University exercising its rights under Section 8(c), and provided said participation occurred while Bell served in the capacity of Head Football Coach.
- (iv) If the football team wins a bowl game, the University shall provide Bell with a bonus of Fifteen Thousand Dollars (\$15,000); if the football team wins a bowl game that is defined as a College Football Playoff (CFP) ("New Years Six") affiliated bowl, the University shall provide Bell with an additional bonus of Fifty Thousand Dollars (\$50,000); if the football team wins the College Football Playoff (CFP) National Championship Game, the University shall provide Bell with an additional bonus of Two Hundred Fifty Thousand Dollars (\$250,000); each said bonus to be paid in the first available pay period following the bowl game or as soon thereafter as practicable. Said payment shall accrue notwithstanding the termination of this Agreement pursuant to Section 8(b) or the University exercising its rights under Section 8(c), and provided said win occurred while Bell served in the capacity of Head Football Coach.
- (v) For any season in which Bell is named Coach of the Year by the Conference (if applicable), Bell shall receive Fifteen Thousand Dollars (\$15,000.00). Said payment shall accrue notwithstanding the termination of this Agreement pursuant to Section 8(b) or the University exercising its rights under Section 8(c), and provided said Coach of the Year award was earned while Bell served in the capacity of Head Football Coach.
- (vi) For any season in which Bell is named AFCA, Associated Press, Home Depot, or Walter Camp Foundation National College Football Coach of the Year (limited to one per Contract Year), Bell shall receive Twenty Five Thousand Dollars

(\$25,000.00). Said payment shall accrue notwithstanding the termination of this Agreement pursuant to Section 8(b) or the University exercising its rights under Section 8(c), and provided said Coach of the Year award was earned while Bell served in the capacity of Head Football Coach.

6. Camps and Clinics

- (a) Bell may operate football camps or clinics at the University during the life of this contract while serving as head coach of football. He shall pay the University three percent (3%) of gross revenues from all such camps and clinics for indirect costs (percentage to be reviewed each spring to reflect any additional costs and changes due to inflation) and shall pay all direct costs connected with these activities. Bell shall operate said camps and clinics as a proprietary venture, but shall be subject to all rules and regulations which govern outside vendors who conduct proprietary operations on University property.
- (b) Bell shall maintain public liability insurance, with coverage for Sexual Molestation/Abuse and athletic injury coverage, with limits of at least One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate at all times during the operation of said camps and clinics, and Bell shall furnish a certificate of insurance evidencing said insurance naming as additional insured the University, its Trustees, officers and employees. Sexual Molestation/Abuse coverage and athletic injury coverage requirement can be met by way of a separate policy. If part of a General Liability policy, certificate must indicate the coverage.
- (c) Bell shall affirm that his employees, volunteers and other agents ("Personnel") acting at the operation of said camps and clinics have passed legally required background checks annually, including CORI and SORI. Notwithstanding the above, Bell shall at minimum ensure that all Personnel who, as part of their duties, may come in contact with children 18 years of age or less have completed a SORI check and a standard access CORI check. In the event that Bell, or any Personnel are from out of state, he shall also use its local jurisdiction's equivalent to ensure compliance with the above minimum requirements.
- (d) Bell acknowledges and agrees that all such sport camp/clinic activities be operated in accordance with all regulations, decisions established or issued by the University, sport camp policies for the Department of Athletics and NCAA bylaws concerning camps to then be in effect.

7. Endorsement Contracts

- (a) Bell may not enter into or retain revenue from endorsement or other consulting or services contracts with manufacturers of athletic equipment and apparel and other products and commercial entities without the University's prior express written consent.
- (b) The University has apparel agreements that include the football program. As the Head Coach, Bell is obligated to purchase equipment, apparel or other products and require

team members or employees to use equipment, apparel or other products which are the subject of said contracts.

8. Termination

- (a) This Agreement shall terminate prior to its normal expiration as set forth in paragraph 2 herein and all rights and obligations of the parties under this Agreement shall cease upon occurrence of any of the following:
- (i) Bell's death or a disability which prevents Bell from performing his duties under this agreement for a period in excess of sixty (60) consecutive days or for ninety (90) or more days in any 120 day period. In the event that Bell's physical or mental incapacity is of a nature that prevents Bell from performing his duties under this agreement, with or without reasonable accommodations, Bell and the University agree that such total or permanent disability shall be determined by a physician selected or approved by the University.
 - (ii) Upon termination of Bell's employment for cause. For cause termination shall mean if at any time, during the term of the Agreement Bell shall: (aa) willfully fail or refuse to perform the duties set forth in Section 3 of this Agreement, or (bb) be formally charged with or convicted of a felony, or (cc) knowingly commit or participate in any act, situation, or occurrence which brings Bell and/or the University into serious public disrepute, embarrassment, contempt, scandal or ridicule; or (dd) willfully fail to conform his personal conduct to conventional standards of good citizenship, with such conduct offending prevailing social mores and values including dishonesty, misrepresentation, fraud or violence that may or may not warrant arrest by the relevant authorities, or (ee) knowingly violate a University, NCAA or Conference rule or policy that causes material damage to the University, or (ff) be the subject of a finding by the NCAA or a duly constituted body, independent of Bell and the University, that Bell has knowingly violated a major rule, regulation, or policy of the NCAA, or any conference in which the football program participates. Solely for determining "for cause" as it relates to the actions of others, Bell shall not be responsible for misconduct of third parties, assistants, or other representatives of the athletic interest of the University, unless Bell was aware of such misconduct and failed to promptly report it to the University. Notwithstanding the language contained herein, the University acknowledges that it shall not be its intention to terminate Bell's employment for cause in the event of a minor, technical, or otherwise immaterial violation of the terms contained in this Agreement, and furthermore, that prior to invoking its right to terminate this Agreement for cause, the University shall afford Bell the reasonable opportunity to cure a violation where such opportunity will not cause further or more serious harm to Bell's or the University's reputation or standing in the community.

(b) Bell shall not engage in negotiations with any other prospective employer during the term of this Agreement without providing prior notice to the Director of Athletics. If Bell resigns from his position as head coach of football at the University and accepts football related employment (including, and limited to, employment as a coach, administrator, or broadcaster only) before completing the full term of this agreement as defined in Section 2, Bell shall pay the University as liquidated damages, upon conclusion of his employment, the amount specified as follows:

- From December 3, 2018 through and including December 2, 2020; One Million Five Hundred Thousand Dollars (\$1,500,000.00)
- From December 3, 2020 through and including December 2, 2021; One Million Dollars (\$1,000,000.00)
- From December 3, 2021 through and including December 2, 2022; Seven Hundred Fifty Thousand Dollars (\$750,000.00)
- From December 3, 2022 through and including December 2, 2023; Five Hundred Thousand Dollars (\$500,000.00)

At the time of the aforementioned payment, all rights and obligations of the parties under this Agreement shall cease. Such liquidated damages shall be due and payable in four (4) quarterly installments, with the first installment being due and payable within thirty (30) days after the effective date of termination of this Agreement. In the event said damages are tendered by Bell's new employer, the University agrees to accept said payment in satisfaction of this provision.

(c) If the University elects to terminate this Agreement for reasons other than those set forth in subparagraph 8(a) prior to the normal expiration set forth in Section 2 herein, the University shall pay Bell the amount specified as follows in substantially equal monthly installments (subject to all applicable withholdings) through the Term of this Agreement set forth in Section 2 above:

- On or prior to December 2, 2019 - Payment equal to 100% of the remaining value of total compensation in Year 1 as described in Section 4(a) and 5(a) (hereinafter "Total Compensation") plus 100% of Total Compensation for Years 2 through 5, equaling Two Million Five Hundred Thousand Dollars (\$2,500,000.00).
- December 3, 2019 – December 2, 2020 - Payment equal to 100% of the remaining value of Total Compensation in Year 2 as described in Section 4(a) and 5(a) plus 100% of Total Compensation for Year 3 and 75% of Total Compensation for Years 4 and 5, equaling One Million Five Hundred Sixty-Two Thousand Five Hundred Dollars (\$1,562,500.00).
- December 3, 2020 – December 2, 2021 - Payment equals to 100% of the remaining value of Total Compensation in Year 3 as described in Section 4(a) and

5(a) plus 75% of Total Compensation for Years 4 and 5, equaling Nine Hundred Thirty-Seven Thousand Five Hundred Dollars (\$937,500.00).

- December 3, 2021 – December 2, 2022 - Payment equal to 100% of the remaining value of Total Compensation in Year 4 as described in Section 4(a) and 5(a) plus 75% of Total Compensation for Year 5, equaling Four Hundred Sixty-Eight Thousand Seven Hundred Fifty Dollars (\$468,750.00).
- December 3, 2022 – December 2, 2023 - Payment equal to 75% of the remaining value of Total Compensation in Year 5 as described in Section 4(a) and 5(a).

At the time of such termination, all unaccrued benefits, compensation and bonuses described in Sections 4 (b), (c), (d), and 5 (a) through (k) herein shall immediately terminate and all rights and obligations of the parties under this Agreement, except as provided above, shall cease.

The first payment of such liquidated damages shall be due and payable within thirty (30) days after the effective date of termination of this Agreement. The University shall make such payments solely at the rate calculated in Section 8(c) of this Agreement in effect on the date of said termination and subject to the following:

The University shall be entitled to offset such obligation by deducting all income, salary, bonuses, and other remuneration Bell may receive from any other football related employment (including, but not limited to, employment as a scout, coach, administrator, or broadcaster) during the balance of the Term of this Agreement set forth in Section 2.

Bell agrees to use commercially reasonable efforts to obtain a comparable employment position (including, but not limited to, employment as a scout, coach, administrator, or broadcaster) under the circumstances and opportunities then prevailing as soon as practicable following such termination. Upon finding new employment, Bell shall not structure the timing of income in order to avoid his obligations or the reduction of liquidated damages owed by the University.

The parties intend for all payments and benefits under this Agreement to comply with or be exempt from Section 409A of the Internal Revenue Code and the regulations and guidance promulgated thereunder (collectively, "Section 409A"). To the extent permitted by law, the parties agree to modify this Agreement to the extent necessary to comply with changes to Section 409A. Solely to the extent necessary to comply with Section 409A, a termination of employment shall not be deemed to have occurred unless such termination is also a "separation from service" within the meaning of Section 409A and for purposes of any such provision of this Agreement, references to a "termination", "termination of employment" or like terms shall mean "separation from service."

For purposes of Section 409A, Coach's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and

distinct payments, and each such installment payment shall likewise be treated as a separate and distinct payment for purposes of Section 409A.

9. Liquidated Damages

The parties have bargained for and agreed to the liquidated damages provisions stated in Sections 8(b) and 8(c) of this Agreement giving consideration to the fact that the University will incur administrative, recruiting and resettlement costs in obtaining a replacement for Bell in addition to potentially increased compensation costs and loss of ticket revenue and other related revenue if Bell terminates, and that Bell may lose certain income, benefits and outside compensation and collateral business opportunities relating to employment at the University, all of which damages are extremely difficult to determine with certainty or fairly or adequately. The parties further agree that the payment of such liquidated damages by either party and acceptance thereof by the other party shall constitute adequate and reasonable compensation to the accepting party for damages and injury suffered by it because of such termination by the other. The foregoing shall not be, nor construed to be, a penalty.

10. Governing Law

This Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts, the courts of which shall be the forum for any lawsuits arising from or incident to this Agreement.

11. 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 provision, and the validity and enforceability of all the remaining provisions shall not be affected thereby.

12. Limitations and Modification

- (a) All payments made under this Agreement shall be subject to all applicable federal, state and local taxes.
- (b) This Agreement shall supersede any inconsistent language in the Personnel Policy for Non-Unit Professional Staff (Trustee Doc. T94-023).

13. Notice

Any notice or other communication hereunder will be in writing, sent via registered or certified mail, overnight courier, confirmed email to an official email address, or confirmed facsimile transmission and will be deemed provided, if, (a) mailed, when deposited, postage prepaid, in the United States mail, (b) sent by overnight courier, one business day after delivery to such courier, or (c) emailed, when received by the recipient email account. Any notice or other communication will be addressed as set forth below, or to such other address as any party will advise the others in writing:

If to the University:

Office of the Chancellor
The University of Massachusetts Amherst
374 Whitmore Administration Building
Amherst, Massachusetts 01003

with a copy to:

Office of the Director of Athletics
The University of Massachusetts Amherst
Mullins Center, Rm# 308
Amherst, Massachusetts 01003

If to Head Coach:

Walter Bell
UMass Football
Football Performance Center
Amherst, Massachusetts 01003

with a copy to:

Joseph E (Rick) Landrum, Esq
CAASPORTS - CREATIVE ARTISTS AGENCY
401 Commerce Street, Penthouse
Nashville, Tennessee 37219
Email: rick.landrum@caa.com

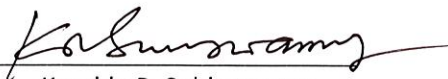
14. Entire Agreement

This Agreement contains all the terms between the parties and supersedes and replaces any and all previous agreements between the parties. It may be amended only in writing signed by both parties.


IN WITNESS WHEREOF, Bell and the authorized representative(s) of the University have executed this Agreement on this 11th day of Nov., 2019.

University of Massachusetts Amherst:

Coach:

By: 
Kumble R. Subbaswamy
Chancellor


Walter Bell

By: 
Ron Bamford
Director of Athletics