

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

This Agreement is made by and between the **University of Connecticut** (“the University”) and **Geno Auremma** (“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 Women’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 as Head Women’s Basketball Coach in connection with the supervision and administration of the women's basketball program and such 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 Director of Athletics at the University (“the Director”), who reports directly to the President of the University (“the President”), and shall confer with the Director on all matters requiring administrative and technical decisions.

**ARTICLE 2 - TERM.** The term of this contract shall begin on July 1, 2008, and shall terminate on April 15, 2013, 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. During the fourth year of this Agreement, the parties agree to engage in good faith negotiations regarding terms and conditions of a future coaching contract to take effect after the completion of this Agreement.

**ARTICLE 3 - COMPENSATION.** 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>
7/1/2008 – 6/30/2009	\$300,000
7/1/2009 – 6/30/2010	\$325,000
7/1/2010 – 6/30/2011	\$350,000
7/1/2011 – 6/30/2012	\$375,000
7/1/2012 – 4/15/2013	\$400,000 (Annualized)

**3.1** The Coach shall be entitled to the same personnel benefits that are currently provided to the members of the University of Connecticut Chapter of the American Association of University Professors (the “AAUP”).

**3.2** 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 contract, the Coach does promise and agree as follows:

**4.1** To perform faithfully and conscientiously the duties assigned by the Director and the President of the University 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 Women's Basketball Coach, as required herein, for service including fundraising activities and the promotion of the University's Athletic program and to avoid any business or professional activities or pursuits that will conflict with his performance of the duties under this contract.

The University acknowledges that his current University-approved pursuits are acceptable and not in conflict with his performance and duties under this contract.

**4.3** To recognize and comply with the State of Connecticut laws, policies, rules and regulations governing its employees, the rules and official interpretations of the National Collegiate Athletic Association (“NCAA”) and the Big East 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 regulations of any conference that the University’s women’s basketball program may become affiliated with during the term of this Agreement. Also, in accordance with NCAA by-law 11.1.2.1 (2008-09 NCAA Manual), it shall be the responsibility of the Coach to promote an atmosphere for compliance within the program supervised by the Coach and to 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 be considered by a reasonable person in Coach’s position as a potential violation of NCAA or Big East Conference legislation involving the University, the Coach shall immediately report such information to the 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 players. The Coach agrees to follow conscientiously any directives from the Director or from the President concerning such matters.

**4.5** In accordance with NCAA by-law 11.2.1 (2008-09 NCAA Manual), the Coach acknowledges that if he is found by either the University or the NCAA to be in violation of NCAA 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

### CAR ALLOWANCE.

**5.1** The Coach shall conduct such travel as is necessary to carry out duties as Head

Women's Basketball Coach and shall attend such meetings and/or functions, including, but not limited to, University events, fundraising events, NCAA events, and events in connection with the Big East Conference (or any conference with which the University is affiliated) and shall be authorized to have his spouse accompany him at such times as the President deems appropriate. The University shall reimburse the Coach for all reasonable expenses incurred by him and his spouse related to the conduct of such travel and to the attendance at such meetings and functions pursuant to the terms of this Agreement and the applicable University's rules and rates regarding travel.

**5.2** The University will provide the Coach with twenty (20) tickets for discretionary

use for all home, away, conference tournament and post-season women's basketball events and purchase privileges for fifteen (15) additional tickets for all home, away, conference tournament and post-season women's basketball events. Also, the Coach will be entitled to receive four (4) tickets for University of Connecticut men's basketball home games, four (4) tickets in the chairback seating area for University of Connecticut football home games and two (2) tickets for all University of Connecticut home games in sports other than football, men's basketball and women's basketball. The Coach is responsible for all tax consequences associated therewith. The Coach is required to maintain a list or log of the names of individuals who have received all complimentary and purchased admissions issued to coach for each home, away and post-season athletic event. The Coach will be responsible for delivering the list or log to the Director or President at the request of the University.

**5.3** The University will provide the Coach with a family membership at the Hartford

Golf Club and shall be responsible for paying the current fee categories arising from the

membership. If Coach wishes to change his membership to another golf club, any such change shall be approved by the Director. In such case, Coach will be responsible for paying the initiation fee at the country club.

5.4 The Coach will receive an annual car allowance in the amount of \$15,000.00 (fifteen thousand dollars) to be payable on a bi-weekly basis.

### **ARTICLE 6 - SPEAKING, 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 September and the second payment will be made on the first payroll period in January during each year of this Agreement, for speaking fees, media appearances and events in accordance with the payment schedule set forth below:

<u>Period</u>	<u>Payment 1</u>	<u>Payment 2</u>
7/1/2008 - 6/30/2009	9/1/2008 - \$550,000	1/1/2009 - \$550,000
7/1/2009 - 6/30/2010	9/1/2009 - \$587,500	1/1/2010 - \$587,500
7/1/2010 - 6/30/2011	9/1/2010 - \$625,000	1/1/2011 - \$625,000
7/1/2011 - 6/30/2012	9/1/2011 - \$662,500	1/1/2012 - \$662,500
7/1/2012 - 4/15/2013	9/1/2012 - \$700,000	1/1/2013 - \$700,000

6.2 The Coach agrees that he will be available for a maximum of fifteen (15) speaking engagements or other events to be determined by the Director after consultation with the Coach. Of the fifteen (15) events, the following six (6) annual events are mandatory: (1) UConn Club Golf Outing; (2) UConn Corporate Sponsor Golf Outing; (3) UConn Club Dinner; (4) UConn Hall of Fame Dinner; (5) UConn Club Endowment Dinner and (6) the team's annual visit to the State Capitol. The Coach will be present with his team at the UConn Club Dinner, UConn Club Endowment Dinner and the State of Connecticut Capitol visit and other events as designated by the Director. Notwithstanding the above, in the event of illness, death

of a family member, or recruiting activities (as determined by the Director), the Coach may be excused from any of the six (6) listed events.

**6.3** The Coach may not designate a staff member to appear in his stead without the prior written approval of the 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 sports 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, athletics facilities and other campus facilities. Any such camp or clinic shall be conducted 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 the off-campus summer basketball camp 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 rules 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 In accordance with NCAA rules and official interpretations, the Coach agrees to submit for University audit, 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 - PROMOTION, ENDORSEMENTS AND CONSULTING ACTIVITIES.**

8.1 (a) Subject to the Director's approval, which said approval shall not be unreasonably withheld or delayed, the Coach may enter into third party promotional agreements, consulting deals and/or endorsement contracts (including agreements with shoe, apparel or equipment manufacturers or sellers until such time as the University has entered into equipment and apparel contracts) (the "Off the Court Deals"). The Coach may retain all such endorsement monies paid by the shoe, apparel or equipment manufacturers or sellers to the extent permitted by the Code of Ethics for Public Officials, as interpreted by the Office of State Ethics. The University is not obligated to purchase such equipment for its players. If the University does enter into an apparel contract that covers or is applicable to the women's basketball program during the time the Coach is performing the duties set forth in Article 1, the University will compensate the Coach in the amount that the Coach would have been

compensated under any former apparel contract then in existence. The University acknowledges that the Coach has an apparel contract in place with Nike and is entitled to receive such monies until such time as the University enters into an institutional apparel contract.

(b) Any apparel or equipment donated to the University by a manufacturer is subject to NCAA rules and regulations 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 of Connecticut.

**8.2** 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 by the University 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.

(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.

**8.3** Except as expressly provided in Article 6 (“Speaking, Consulting and Media Fees”), Article 7 (“Basketball Camps or Clinics”) and Article 8.1 (with respect to equipment endorsement contracts), the Coach may not engage in any endorsement, consulting, or broadcasting activities without prior written consent and approval of the Director, which shall not be unreasonably withheld or delayed. The Coach shall submit a written list prior to June 30 of each year to the President, through the Director, describing any such activities and the compensation received from said activities. Furthermore, in accordance with NCAA by-law 11.2.2 (2008-2009 NCAA Manual - Athletically Related Income), the Coach agrees to request annually the prior written approval from the President for all athletically related income and benefits from sources outside the institution. This request shall be in writing and shall include the amount and source of income. In addition, the approval of all athletically-related income and benefits shall be consistent with the institution’s policy related to outside income and benefits applicable to all full-time or part-time employees. Sources of such income shall include, but are not limited to, the following:

- (a) Income from annuities;
- (b) Sports camps or clinics;
- (c) Housing benefits (including preferential housing arrangements);
- (d) Country club memberships;
- (e) Complimentary ticket sales;
- (f) Television and radio programs; and
- (g) Endorsements or consultation contracts with athletic, shoe, apparel or equipment manufacturers.

**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 "Policy on Consulting for Faculty and Members of the Faculty Bargaining Unit" 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 all annual salary, speaking, consulting and media fees and other compensation (or installments thereof) earned as of the date of 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 permanently disabled, provided that termination of the Agreement for this reason shall become effective one-hundred eighty (180) calendar days after 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;

(d) In the event the Coach is removed from the position or otherwise disciplined for just cause, as defined in the Collective Bargaining Agreement between the

University and the AAUP, 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, a violation by the Coach of any law, rule, regulation, policy, constitutional provision, by-law, or official interpretation of the University, the Conference, or the NCAA; or a violation by a member of the women's basketball coaching staff, or any other person under the Coach's supervision and direction, including student-athletes in the women's basketball program, that the Coach knew as a violation and took 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) 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 between the University of Connecticut and the University of Connecticut Chapter, American Association of University Professors (July 1, 2007-June 30, 2011), 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, the Coach shall be entitled to receive the following payment in accordance with the date of termination and in full satisfaction of the University's obligation to the Coach:

<u>Period</u>	<u>Payment</u>
7/1/2008 – 4/15/2009	\$4,000,000.00
4/16/2009 – 4/15/2010	\$3,400,000.00
4/16/2010 – 4/15/2011	\$2,750,000.00
4/16/2011 – 4/15/2012	\$1,500,000.00
4/16/2012 – 11/1/2012	\$1,000,000.00

The time and manner of said payment shall be mutually agreed upon by 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. Any payment under this provision shall be reduced, however, by an amount equal to the compensation (to include salary and value of fringe benefits) Coach actually earns in any basketball-related position from the date of termination to the end of this Agreement. The Coach agrees to provide University with timely, current and accurate information regarding his total compensation from any subsequent basketball-related employer. The Coach agrees that he must exercise reasonable diligence in seeking other employment in a comparable basketball-related position between the date of a non-just cause termination by the University and the scheduled expiration of the term hereof.

#### **ARTICLE 11 - OTHER EMPLOYMENT.**

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

**11.2** In the event the Coach accepts a position during the term of this Agreement as a Head Coach of Men's or Women's Basketball at any NCAA Division I institution or as a Head Coach in any Men's or Women's professional basketball league, the following will be due to the University from the Coach:

<u>Period</u>	<u>Payment</u>
7/1/2008 – 4/15/2009	\$1,500,000.00
4/16/2009 – 4/15/2010	\$1,000,000.00
4/16/2010 – 4/15/2011	\$500,000.00
4/16/2011 – 4/15/2012	\$400,000.00
4/16/2012 – 11/1/2012	\$250,000.00

The time and manner of the payment shall be mutually agreed upon by the University and the Coach with the understanding that full and final satisfaction of all payments shall be due within sixty (60) days of the date of separation from the University.

**ARTICLE 12 - POST-SEASON COMPENSATION.** In consideration for 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 one non-cumulative payment in the amount equivalent to: (1) one month of annual salary (Article 3) for participation in the NCAA Tournament, (2) two months of annual salary (Article 3) for participation in the NCAA Final Four, or (3) three months annual salary for winning the NCAA Women's Basketball Championship.

The Coach shall receive one payment equivalent to (a) one half of one month's salary (Article 3) for the selection as the "National Coach of the Year" from one or more of any of the following awards: Associated Press, United States Basketball Writers of America, Women's Basketball Coaches' Association, Naismith Trophy given by the Atlanta Tipoff Club or (b) one quarter of one month's annual salary (Article 3) for the selection as the "Coach of the Year" as determined by the Big East Conference. In the event that the Coach receives the "National" and "Conference" Coach of the Year awards in the same season, the Coach shall receive the one payment detailed in (a) above. The payment will be made by the first payroll period of August following the post-season tournament.

**ARTICLE 13 - SUPPORT STAFF.** The Coach shall have the right to select and retain

assistant coaches, subject to the approval of the Director, which approval shall not be unreasonably withheld or delayed.

**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 - RENEGOTIATION.** The parties agree that if the Coach's position is no longer governed by the agreement between the University and the UConn Chapter of the AAUP, they will, in good faith, renegotiate this Agreement.

**ARTICLE 16 - 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 17 - 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 18 - GOVERNING LAW.** This Agreement shall be governed by and construed under the laws of the State of Connecticut.

**ARTICLE 19 - 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 20 - 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 15<sup>th</sup> day of May, 2008.

Dave Riege  
Witness

Geno Auremma  
Geno Auremma  
Coach

UNIVERSITY OF CONNECTICUT:  
STORRS, CONNECTICUT

Clay Berta  
Witness

By: [Signature]  
Jeffrey A. Hathaway  
Director of Athletics

Lynne Zayin  
Witness

By: [Signature]  
Michael J. Hogan  
President

AAUP- STORRS CHAPTER

Debra Reynolds  
Witness

By: [Signature]  
Edward Marth  
Executive Director/AAUP