

## EMPLOYMENT AGREEMENT

### TRICIA M. CULLOP

This Employment Agreement (“Agreement”) is made between The University of Toledo, an Ohio public institution of higher education (the “University”) and Tricia Cullop (“Coach”). In consideration of the mutual promises hereinafter contained, and intending to be legally bound hereby, the parties agree as follows:

1. EMPLOYMENT.

- 1.1. Head Coach. Subject to the terms and conditions of this Agreement, the University will employ Coach as head coach of the intercollegiate women’s basketball team (“Team”). Coach represents and warrants that she is fully qualified to serve, and is available for immediate employment, in this capacity.
- 1.2. Reporting. Coach is responsible, reports directly to the Athletic Director of Intercollegiate Athletics (“Athletic Director”) and will confer with the Athletic Director or the Athletic Director’s designee on all administrative and technical matters.
- 1.3. Duties. Coach manages and supervises the Women’s Basketball Team and will perform such other duties in the University’s athletic program, consistent with her status as head coach, as the Athletic Director may assign. Coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. Coach shall promote an atmosphere of compliance within her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the Coach.
  - 1.3.1. The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act. Coach acknowledges that staff in the Department of Intercollegiate Athletics, including all coaches at the University, are “Campus Security Authorities” and as such must perform duties consistent with that title including the requirement to

report certain crimes involving University personnel or students or that occurs on University property.

- 1.3.2. Title IX, Education Amendments of 1972. Coach acknowledges that staff in the Department of Intercollegiate Athletics, including all coaches at the University, are “responsible employees” as that term is used for Title IX purposes, and as such must promptly report to the University’s Title IX Coordinator any sexual misconduct of which they are aware, as that term is defined in University policy 3364-50-01.
- 1.3.3. University policy 3364-50-02 prohibiting unlawful discrimination by reason of race, color, religion, sex, age, national origin, ancestry, sexual orientation, gender identity and expression, military or veteran status, the presence of a disability, genetic information, familial status, political affiliation, or participation in protected activities. Coach acknowledges the obligation to promptly report any alleged violations of which Coach becomes aware, pursuant to University policy 3364-50-02.

2. TERM.

2.1. Length. This Agreement is effective April 18, 2017 and terminates on June 30, 2025, subject to the conditions stated herein.

2.2. No Tenure. This Agreement does not grant Coach a claim to tenure in employment, nor do Coach’s service pursuant to this Agreement count in any way toward tenure at the University. This Agreement does not grant any expectancy of employment or reemployment except as expressly provided by the terms herein.

3. COACH’S SPECIFIC DUTIES AND RESPONSIBILITIES.

3.1. Duties. In consideration of the compensation and other benefits specified in this Agreement, Coach will:

- 3.1.1. Devote full time attention and energies to the duties of head coach as stated under this Agreement, including all duties that the Athletic Director may assign;

- 3.1.2. Develop and implement programs and procedures with respect to the evaluation, training and coaching of student team members to compete successfully while assuring their welfare;
  - 3.1.3. Observe and uphold all academic standards, requirements and policies of the University;
  - 3.1.4. Know, recognize and comply fully with all federal, state and local laws, as well as all applicable University Rules and Governing Athletic Rules; including but not limited to the rules, regulations and policies of the Mid-American Conference and the National Collegiate Athletic Association (NCAA), and to take every reasonable precaution to ensure that all members of her staff comply with the same, and to immediately advise the Athletic Director if there is reasonable cause to believe violations have occurred or will occur.
  - 3.1.5. Represent the University positively in public and private forums and not engage in conduct that reflects adversely on the University or its athletic program. Coach recognizes that Coach is covered by Ohio Ethics Law for public officials and state employees and represents that Coach has received a copy of this legislation from the University and has completed and returned the form acknowledging receipt of such legislation. Any violation of this provision as determined by the University will subject Coach to disciplinary action, up to and including termination.
- 3.2. Assistant Coaches. Coach has the primary responsibility and authority to recommend to the Athletic Director the hiring and termination of assistant coaches for the women's basketball team, but the final decision will be made by the Athletic Director, subject to the approval of the University's Board of Trustees. The Athletic Director will not hire a candidate not recommended by Coach.
- 3.3. Scheduling. Coach has the primary responsibility with respect to the scheduling of the Team's competitions, in consultation with the Athletic

Director, which shall include the identification, selection, and negotiation with opponents for the non-conference schedule.

- 3.4. Outside Income. During the term of this Agreement, Coach will have the opportunity to earn outside income, but only upon the terms and conditions set forth herein. Sources of outside income may include, but are not limited to: sports camps, television and radio programs, endorsements or consultation contracts with athletic apparel, shoes or equipment manufacturers, vendors or other entities; income from speeches, appearances and written materials. The following terms and conditions apply to each case in which Coach receives outside income as a result of her position as Coach.
- 3.4.1. Such outside activities cannot interfere with the full and complete performance by Coach and her duties and obligations as a University employee, recognizing always that Coach's primary obligations lie with the University and its students.
- 3.4.2. In no event will Coach accept or receive, directly or indirectly, any monies, benefits or any other gratuity whatsoever from any person, corporation, booster club or alumni association or other benefactor if such action would violate the NCAA Constitution, bylaws, rules or regulations or interpretations thereof by the NCAA as now or hereafter enacted. Changes in the Constitution, bylaws, rules, regulations or interpretations automatically apply to this Agreement without the necessity of a written modification.
- 3.4.3. Activities involving use of University facilities or the name of University, such as sports camps, will be subject to separately negotiated and written agreements between the parties. Coach must obtain the advance written approval of the Athletic Director and the President of the University before entering into such agreements, which approval will not be unreasonably withheld. Coach is not permitted to participate in any business transactions or endorse any products or appear on any radio or television programs that may discredit or bring undue criticism to the University.

- 3.4.4. Such outside activities are independent of Coach's University employment and the University has no responsibility or liability for any claims arising therefrom. Coach agrees to indemnify and hold harmless the University, its trustees, officers, employees and agents from any and all claims based on such outside activities.
- 3.4.5. Coach may not, under any circumstances, accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Athletic Director and President of the University.
- 3.4.6. Coach will report, whenever reasonably requested – but no less than annually on or before October 1 of each year – in writing to the President of the University, through the Athletic Director, all athletically related income from sources outside the University. Such income may include, but not be limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, fees for speaking engagements, television and radio programs and endorsements or consultation contracts with athletic apparel, shoe or equipment manufacturers, vendors or other entities. Athletic Director, as well as the President or her designee, shall have reasonable access to all records of Coach necessary to verify such report, excluding communication that is deemed to be attorney-client privilege. However, Coach will use best efforts to comply with all reasonable requests for documents.
- 3.5. Budgeting. During the term of this Agreement, Coach will have the authority to develop and administer the Women's Basketball Team Budget for the overall benefit and development of the Women's Basketball Program (the "Program") as she deems necessary and appropriate to advance the athletic and academic levels of achievement for the Program. The development and administration of the Team's Budget, as discussed above, shall be subject to the review and approval of the Athletic Director and all

other required levels of University review and approval. Such approval of the development and administration of the Team's Budget by the Coach shall not be unreasonably withheld, to the extent that the Coach's administration of the Program Budget does not result in expenditures in excess of the total amount of funding approved in the Program Budget, unless otherwise approved by the Athletic Director. At all times during the term of this Agreement or any extension, renegotiation or renewal hereof the Athletic Director, the President and the Board of Trustees hereby agree and commit that the Women's Basketball Program shall be funded, by the University, as a high priority athletics Program. The Women's Basketball Program in terms of its operational budget (to include team travel, allocated funds for recruiting, game guarantees, salaries, equipment and other essential athletic and administrative expenses) shall at all times be amongst the leading Programs in the Conference and other elite Division I Basketball Programs in comparable Conferences.

4. COMPENSATION.

In consideration of Coach's services and satisfactory performances of the conditions of this Agreement, the University promises to provide Coach, the following described compensation:

- 4.1. Annual Base Salary. An annual base salary (minus applicable withholdings) of \$300,000.00, payable in bi-weekly installments in accordance with normal University payroll procedures for administrative unclassified employees. Each April 8<sup>th</sup> throughout the term thereafter, Coach will receive an additional \$10,000 increase in annual base salary.
- 4.2. Benefits. Employee benefits as the University provides generally to its administrative unclassified employees in existence at the time of the Employees initial employment or as revised and/or substituted from time to time by the University.
- 4.3. Marketing Compensation. While Coach is serving as head coach of the women's intercollegiate basketball team, she will receive additional

compensation of \$20,000 annually in the form of marketing income: including, but not limited to, sponsorships, television and radio shows, rollover sponsor fees, speaking engagements and any other talent fee payments, in consideration for which Coach agrees that she will perform television and radio shows, speeches and other appearances as reasonably requested by the University.

4.4. Incentive Bonus Compensation. Coach will be entitled to following incentive bonus payments. All such bonus payments will be paid each and every time such incentive targets are achieved during the contract term.

4.4.1. Mid-American Conference (MAC) West Championship Incentive. If the Team should win the MAC Championship while Coach is head coach, she will receive a bonus of 5% of her annual base salary. These amounts are cumulative.

4.4.2. Mid-American Conference (MAC) Championship Incentive. If the Team should win the MAC Championship while Coach is head coach, she will receive a bonus of 5% of her annual base salary. These amounts are cumulative.

4.4.3. NCAA Post-Season Tournament Incentive. If the Team participates in the NCAA post-season tournament game while Coach is head coach, she will receive a bonus in the amount of 10% of her base salary. For each round the Team advances she will receive a bonus of 5% of her annual base salary. These amounts are cumulative.

4.4.4. NIT Post-Season Tournament Incentive Bonus: If the Team participates in the NIT post-season tournament while Coach is the head coach, she will receive a bonus of 2.5% of her annual base salary. For each round the team advances, Coach will receive a bonus of 5% of annual salary. These amounts are cumulative.

4.4.5. Academic Progress Rate. If the Team's roster of eligible players in any given year while Coach is the head coach, achieves an APR (Academic Progress Rate as adopted by the NCAA) score of 930 or greater, or if

the team ranks in the Final WBCA Academic Top 25 poll, Coach will receive a bonus of five percent (5%) of her annual salary. These amounts are not cumulative. Should both occur in the same year, the Coach will receive the academic incentive bonus of 5% of her annual base salary.

4.4.6. Professional Recognition. During her employment as head coach of the Team, Coach will receive the following supplemental, cumulative compensation in consideration of her efforts in being recognized as the Coach of the Year from the following organizations:

4.4.6.1. Mid-American Conference Coach of the Year, a bonus in the amount of two and one-half percent (2.5%) of her base salary

4.4.6.2. Women's Basketball Coaches Association Regional Coach of the Year, a bonus in the amount of five percent (5%)

4.4.6.3. Women's Basketball Coaches Association National Coach of the Year, a bonus in the amount of ten percent (10%)

4.5. Deductions. Said supplemental compensation and bonuses are subject to and contingent upon any then current NCAA limitations applicable to the division of competition in which the Team competes. Compensation is subject to payroll deductions, including federal, state and local taxes and mandatory contribution to the state retirement system that apply to the University's administrative, unclassified employees.

4.6. Insurance Benefits. The University will provide Coach with health care coverage and life and disability insurance, in accordance with the standard medical package provided to administrative, unclassified employees.

4.7. Automobile. While Coach is serving as head coach of the Team, Coach will have the use of one (1) automobile in accordance with University Policy Number 3364-35-04 and the car dealership agreement. Coach will immediately return the automobile to the University upon termination or expiration of this Agreement, except as provided herein. In the event that



the University terminates the Coach with or without cause, at the full discretion of the Athletic Director, Coach may be given a reasonable period of time to procure an alternative means of transportation before she is required to return the automobile to the University, for a period up to thirty (30) days after the effective or actual date of termination, whichever is later. If exercised, Coach will be responsible for all costs associated with the vehicle, including but not limited to, maintenance, fuel, etc. and will comply with University Policy Number 3364-35-04 and the dealership agreement. In the event that the University cannot secure an automobile for the Coach during her service as a head coach of the Team, the University will provide Coach an automobile stipend of \$375.00 per month in lieu of the use of an automobile. In such event, Coach will obtain the necessary insurance coverage at her own cost and will be responsible for all costs associated with the vehicle, including but not limited to, maintenance, fuel, etc.

- 4.8. Coach will be entitled to a membership at a country club as long as the board of directors of said country club provides a membership, and the University will pay the Coach's business expenses, not to exceed the annual budget for such expenses. If the board of directors of the country club withdraws the donated membership for the women's basketball coach, the University will use best efforts to obtain a donated membership elsewhere from a country club of comparable quality.
- 4.9. On June 29<sup>th</sup> of each year that Coach remains employed in her capacity as the head women's basketball coach, beginning with June 29, 2017 and continuing for each subsequent year during the term of this Agreement, Coach will earn a contribution to The University of Toledo 403(b) Plan ("403(b) Plan") in an amount equal to the lesser of (i) \$25,000 or (ii) the maximum amount that can be contributed as an employer contribution on behalf of Coach without violating Section 415(c)(1)(A) of the Internal Revenue Code taking into consideration all other employer contributions made to the 403(b) Plan on behalf of Coach and employee contributions made by Coach during such calendar year. The University will make the contribution to the

403(b) Plan no later than thirty (30) days following the date on which it was earned.

5. TERMINATION BY UNIVERSITY

5.1. Termination by University for Cause. At all times, Coach serves at the pleasure of the Athletic Director. Other than as set forth below in Section 5.1.16, no further payment or benefits shall be made to Coach if the Athletic Director notifies Coach that it is terminating this Agreement for cause, which shall mean the following:

5.1.1. Neglect or inattention by Coach to the duties of Coach or Coach's refusal or inability to perform such duties after written notice has been given to Coach by the Athletic Director, and Coach has continued such neglect, inattention, refusal or inability during a subsequent reasonable period specified by University; or

5.1.2. (a) A significant and/or intentional violation of University Rules or Governing Athletic Rules (which would constitute an incurable and material breach of this Employment Agreement or which would constitute a major violation of the Governing Athletic Rules of the Conference or the NCAA); or a pattern of repetitive secondary violations of a same or similar nature which taken together are deemed to be equivalent to a major violation of the Governing Athletic Rules of the Conference and/or the NCAA as contemplated by the Constitution and Bylaws of the NCAA and Conference, as determined by the University based upon substantial evidence or as adjudicated by the Conference and/or the NCAA; or (b) Significant or intentional or repetitive secondary violations of University or Governing Athletic Rules which are deemed to be major violations, as contemplated above in 5.1.2 (a), by the assistant coaches, the Team's support staff, student athletes or any other personnel in her direct chain of supervision for which she had prior actual knowledge of a potential violation and failed to deter such violation, or which she had subsequent knowledge of such violation and failed to notify the University of the violation

and to take appropriate corrective and/or disciplinary action or which she directed such violation, as determined by the University based upon substantial evidence or as adjudicated by the Conference and/or the NCAA;

- 5.1.3. A material breach of the terms and conditions of this Employment Agreement, as determined by the Athletic Director, based upon substantial evidence, or a conviction under a state of Ohio statute or a United States federal felony criminal statute or a misdemeanor statute resulting in incarceration of thirty (30) days or more (excluding minor traffic violations); or
- 5.1.4. A significant violation of University Rules which would be deemed a material and incurable breach of the Coach's duties and responsibilities as provided under the terms and conditions of this Employment Agreement or a violation of the Ohio Ethics Laws as determined by an Opinion of the Attorney General's Office and/or the Ohio Ethics Commission which would be deemed a material breach of the Coach's duties and responsibilities under the terms and conditions of this Employment Agreement; or
- 5.1.5. Fraud or dishonesty of Coach in the performance of her duties or responsibilities under this Agreement as determined by University; or
- 5.1.6. Fraud or dishonesty of Coach in preparing, falsifying, submitting or altering documents or records of University, NCAA, or documents or records required to be prepared or maintained by law, Governing Athletic Rules or University Rules, or other documents or records pertaining to any recruit or student-athlete, including without limitation, expense reports, telephone logs, transcripts, eligibility forms or compliance reports, or permitting, encouraging or condoning such fraudulent or dishonest acts by any other person, as determined by University; or

- 5.1.7. Failure by Coach to respond accurately and fully to any request or inquiry relating to the performance of her duties hereunder or the performance of her duties during her prior employment at any other institution of higher learning propounded by University, NCAA, or other governing body having supervision over the athletic programs of University or such other institution of higher learning, or required by law, Governing Athletic Rules of University Rules, as determined by University; or
- 5.1.8. Counseling or instructing by Coach of any coach, student or other person to fail to respond accurately and fully to any request or inquiry concerning a matter relevant to University's athletic programs or other institution of higher learning which shall be propounded by University, NCAA, or other governing body having supervision over the athletic programs of University or such other institution of higher learning, or required by law, Governing Athletic Rules or University Rules, as determined by University; or
- 5.1.9. Soliciting, placing or accepting by Coach of a bet on any intercollegiate or professional athletic contest, or permitting, condoning or encouraging by Coach of any illegal gambling, bookmaking or illegal betting involving any intercollegiate or professional athletic contest whether through a bookmaker, a parlay card, a pool or any other method of organized gambling; or furnishing by Coach of information or data relating in any manner to football or any other sport to any individual known by Coach to be or whom she should reasonably know to be a gambler, better or bookmaker, or an agent of any such person, or the consorting or associating by Coach with such persons, as determined by University; or
- 5.1.10. Illicit or excessive use or consumption by Coach of alcoholic beverages, drugs (illicit or legal), controlled substances, or steroids (except as prescribed by a physician) during the performance of her duties, or as to impair her ability to perform her duties hereunder as determined

by the University in accordance with State and Federal Law regarding employees with substance abuse problems; or failure by coach to fully cooperate in the enforcement and implementation of a legal and equitable drug testing program established by the University for the testing of student-athletes, by the University which is uniformly and equitably administered to all student athletes of the University; or

- 5.1.11. Coach's sale, use or possession, or Coach's permitting, encouraging or condoning by a student-athlete, assistant coach or other athletic staff member of the sale, use or possession of any narcotics, drugs, controlled substances, steroids or other chemicals, the sale, use or possession of which by Coach or such student-athlete is prohibited by law or by Governing Athletic Rules, as determined by University; or
- 5.1.12. Failure by Coach to report promptly to the Athletic Director and to the Office of Compliance Services in writing any violations known to coach of Governing Athletic Rules or University Rules by Coach, the assistant coaches, students or other persons under the direct control or supervision of Coach, as determined by University; or
- 5.1.13. Failure by Coach to obtain prior approval for outside activities as required by Section 3.4 et seq. of this Agreement and by NCAA rules or to report accurately all sources and amounts of all income and benefits as required by NCAA rules and Section 3.4.6 of this Agreement, as determined by University; or
- 5.1.14. It is recognized that this Section 5.0 encompasses findings or determinations of violations during employment of Coach at University or any other institution of higher learning. As required by NCAA Bylaw 11.2.1, Coach is hereby notified that in addition to the actions University may take in accordance with this Agreement, Coach is also subject to disciplinary or corrective action by the NCAA as set forth in the provisions of the NCAA enforcement procedures if coach is found by the NCAA or University to be in violation of NCAA Bylaws.

5.1.15. Notice. If University terminates this Agreement for cause under this Section 5.0 or Section 5.2, it shall give written notice to Coach of its intention to so terminate this Agreement and the intended effective date of termination.

5.1.16. Termination for Cause/Loss of Compensation and Benefits. In the event this Agreement is terminated for cause under Section 5.0, Coach shall not be entitled to receive any further compensation or benefits under this Agreement, except for compensation, benefits or expenses earned or accrued prior to the date of termination. In no case shall University be liable to Coach for the loss of any collateral business opportunities, or any other benefits, perquisites, income or consequential damages suffered by Coach as a result of University's termination of her employment.

5.2. Termination by University Without Cause. The University may terminate this Agreement prior to its expiration without cause. Termination without cause means termination of this Agreement on any basis other than those set forth in Section 5.1 above. Termination without cause will be effectuated by delivery by the University to Coach of written notice of the University's intent to terminate this Agreement without cause, and provide at least 30 days' notice before such termination becomes effective. If the University exercises its right to terminate the Agreement under this section, Coach will be entitled to damages only as provided below.

5.3. Liquidated Damages Upon Termination by University Without Cause. If the University terminates this Agreement without cause prior to its expiration, the University will pay to Coach, as liquidated damages, the following amount:

5.3.1. Subject to the mitigation provision below, the University will pay Coach her base salary due under Section 4.1 and any bonuses or additional compensation due under Section 4.0 of this Agreement from the effective date of termination through the current term of this Agreement. Further, the Coach will be entitled to all expenses

incurred in the performance of her duties as Head Coach but not yet reimbursed or otherwise received by the date of the termination.

- 5.3.2. The University's obligation will be paid on a monthly basis and is subject to Coach's duty to mitigate the University's obligation as set forth below. Any other employee benefits that coach was receiving at the time of the Coach's termination will be terminated, including contribution to retirement plans. Notwithstanding the aforementioned termination of University provided benefits, Coach may continue her health insurance plan and group life insurance at her own expense in accordance with then existing laws and regulations regarding the continuation of such benefits after termination of employment with the University.
- 5.3.3. In no case is the University liable for the loss of any marketing, incentive, or bonuses set forth in Section 4, or for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from University or outside activities.
- 5.3.4. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of the Agreement by the University without cause prior to its natural expiration may cause Coach to lose certain benefits, supplemental compensation, or outside compensation relating to her employment at the University, which damages are difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the University and acceptance thereof by Coach constitute adequate and reasonable compensation to Coach for any damages and injury she suffered because of such termination by the University. The foregoing is not, nor is construed to be, a penalty. This Section 5.3 is subject, however, to the following:

Coach agrees that as a condition of receiving any post-termination benefit as set forth in this Section 5.3, except for earned but unpaid compensation to the date of termination and

any legally protected rights Coach has under any employee benefit plan maintained by University, Coach or, in the case of any amounts due after the Coach's death, the person to whom those amounts are payable (collectively, the "Payee") must execute a comprehensive release in the form determined from time to time by University in its sole discretion. Generally, the release will require the Coach and the Coach's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, legatees and assigns to release and forever discharge University and its trustees, officers, employees, directors, agents, attorneys, successors and assigns from any and all claims, suits and/or causes of action that grow out of or are in any way related to Coach's employment with University, other than any claim that University has breached this Agreement. This release will include, but not be limited to, any claim that University violated the Public Health Services Act; the Age Discrimination in Employment Act; the Older Worker's Benefit Protection Act; the Americans with Disabilities Act; Title VII of the Civil Rights Act of 1965 (as amended); the Family and Medical Leave Act; any state, federal law or local ordinance prohibiting discrimination, harassment or retaliation in employment; any claim for wrongful discharge, including in violation of public policy; claims of promissory estoppel or detrimental reliance, defamation, intentional infliction of emotional distress; or the public policy of any state; or any federal, state or local law relating to any matter contemplated by Coach. Upon Coach's termination of employment with University, the Coach will be presented with a release and if the Coach fails to execute the release, Coach agrees to forego any payment from University. Coach acknowledges that Coach is an experienced person knowledgeable about the claims that might arise in the course of employment with University and knowingly agrees that the



payments upon termination provided for in this agreement are satisfactory consideration for the release of all possible claims described in the release.

For purposes of this Section 5.3, any reference to Coach's "termination of employment" (or any form thereof) shall mean Coach's "separation from service" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), and Treasury Regulation Section 1.409A-1(h).

5.4. Mitigation of Damages by Coach if University Terminates Without Cause.

Notwithstanding the provision of Section 5.3, Coach agrees to make reasonable efforts to obtain comparable employment, after termination of this Agreement by the University without cause. After Coach obtains such new employment as specified herein above, the University's obligation to pay liquidated damages under this Agreement shall be reduced by the amount of Coach's new monthly base salary through the current term of this Agreement.

6. TERMINATION BY COACH.

Coach recognizes that her promise to work for the University for the entire term of this Agreement is of the essence of this Agreement to the University. Nevertheless, Coach may terminate this Agreement prior to its expiration, but only under the following terms and conditions:

6.1. Written Notice. Coach may terminate this Agreement by giving the Athletic Director four (4) days advance written notice of her intention to terminate.

6.2. Termination of University's Obligations Under Agreement. Upon termination of this Agreement by Coach and payment of all amounts then owing through the effective date of termination by the University to Coach pursuant to the terms of this Agreement, all obligations owed by the University to Coach under this Agreement shall cease as of the effective date of the termination. In no case is the University to be liable for the loss of any

marketing, incentive, or bonuses set forth in Section 4, or for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from University or outside activities.

7. PROPERTY OF THE UNIVERSITY.

All materials or articles of information, including without limitation, personnel records, recruiting records, team information, films, statistics, or any other material or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment are and remain the sole property of the University. Within ten (10) days of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach must immediately cause any such materials in her possession or control to be delivered to the University.

8. BOARD OF TRUSTEES.

This Agreement is subject to the approval of University's Board of Trustees. Board of Trustees' approval will be sought as soon as reasonably practicable after execution of this Agreement by all parties hereto.

9. ASSIGNMENT.

Neither party may assign its rights or delegate its obligations under this Agreement.

10. NOTICES.

Any notices, requests or demands required or permitted hereunder must be in writing and are deemed to have been given when received, if delivered in person to the Coach or the Athletic Director, or after three (3) business days following the mailing thereof by certified, first class mail, postage prepaid, return receipt requested, to:

If to the University, to:

Michael E. O'Brien

Vice President/Director of Athletics

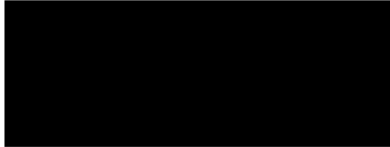
The University of Toledo

2801 W. Bancroft, MS302

Toledo, Ohio 43606

If to Coach, to:

Tricia M. Cullop



Copy to:

Tom Cross

4004 Childress Street

Houston, TX 77005

11. COMPLETE AGREEMENT.

This Contract sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, contracts, promises, representations, warranties, statements, arrangements and understandings, if any, among the parties hereto or their representatives. No waiver, modification or amendment of any provision, term or condition hereof is valid unless in writing and signed by the parties and any such waiver, modification or amendment is valid only to the extent therein set forth.

12. BINDING EFFECT.

This Contract is binding upon and inures to the benefit of the parties hereto and their respective successors, heirs and assigns.

13. GOVERNING LAW.

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

14. SEVERABILITY.

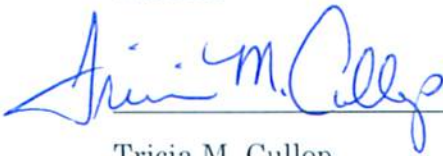
Any provisions of this Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction are, as to such jurisdiction, ineffective only to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction does not invalidate or render unenforceable such provision in any other jurisdiction.

15. CONFIDENTIALITY.

Coach acknowledges that University is subject to Ohio Revised Code §149.43, et seq., and all laws pertaining to public records.

This Employment Agreement is signed by the parties or their duly authorized representatives.

COACH



Tricia M. Cullop

5/2/17

Date

THE UNIVERSITY OF TOLEDO

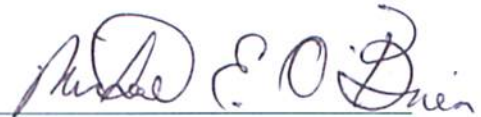
By: 

Sharon L. Gaber

President

4/26/17

Date

By: 

Michael E. O'Brien,

Vice President/Director of Athletics

4/25/17

Date