

## HEAD WOMEN'S SOCCER COACH EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement"), is made and entered into effective as of the 1st day of December , 2021, by and between the UNIVERSITY OF KENTUCKY ("University") and Troy Fabiano ("Coach" or "Employee").

NOW THEREFORE, for mutual consideration, the parties agree as follows:

### 1. Term

This Agreement shall commence on December 1, 2021, and end on June 30, 2027 ("Term") unless terminated at an earlier date as provided herein. As used herein, "Contract Year" shall be the annual twelve-month period beginning July 1 and ending June 30.

### 2. Duties and Authority

Coach is hereby employed by the University as the Head Women's Soccer Coach. Subject to the supervision and authority of the Director of Athletics, Coach's duties, responsibilities and obligations shall be those normally associated with the position of Head Women's Soccer coach at a NCAA Division I university such as the University of Kentucky. Coach shall devote such time and attention necessary to satisfy the responsibilities for the position of Head Women's Soccer Coach, which shall include, in addition to the usual and customary activities associated with coaching, the authority and responsibility for the following:

- (a) The employment, supervision, and discharge, subject to the approval of the Director of Athletics, of personnel associated with or related to the women's soccer program at the University including, but not limited to, the following:
  - (i) Assistant coaches;
  - (ii) Administrative aides (including any Director of Operations);
  - (iii) Administrative assistants; and
  - (iv) Team managers.

The employment and discharge of personnel mentioned in subparagraphs (ii), (iii), and (iv) above shall be subject to the approval of the University's Chief Human Resources Officer and in accordance with University's Human Resources Policy and Procedures, its Administrative Regulations, and any applicable provisions of the National Collegiate Athletic Association ("NCAA") Manual and the Southeastern Conference ("SEC") Commissioner's Regulations Manual, as amended.

- (b) Recommendations to the Director of Athletics, or designee, with respect to the scheduling (including dates, places and times) of all University women's soccer matches and the selection of the opponent for each such match, the means of travel, hotel accommodations and food service, size and content of the traveling squad and party, and all other matters pertaining to the operation of the University's women's soccer program.
- (c) All matters concerning the recruiting of prospective women's soccer student-athletes for the University, including compliance with NCAA and appropriate conference bylaws governing same.
- (d) Preparation of a recommended budget for the women's soccer program for submission to the Director of Athletics, consistent with comparable NCAA Division I women's soccer programs. Upon University's approval of the budget for the women's soccer program, Coach shall administer the budget in accordance with the applicable and appropriate regulations and policies of the University.
- (e) Cooperation with and fulfillment of the requirements and commitments of the University in any of its athletically-related agreements including, but not limited to, any agreements for multi-media rights (including but not limited to radio, television, social media and other digital media), athletic footwear, apparel and equipment, or other commercial endorsements ("University Agreements"), so long as such cooperation does not adversely affect Coach's coaching duties. Coach acknowledges and agrees that University may amend or enter into new University Agreements from time to time.
  - (i) Concerning the University's multi-media rights agreement, Coach shall promptly comply with whatever reasonable instructions, suggestions, and recommendations the University or its media rights partner may give to him in connection with the rendition of such services. Coach shall not appear on any broadcast program (television, radio, social media, digital or other media) or any advertisement not authorized by the University without the prior written approval for the University, except routine news media interviews for which no compensation is received.
  - (ii) Concerning University Agreements for athletic footwear, apparel, equipment or other athletic goods or services agreements, Coach agrees to fully comply with and abide by the terms and conditions of such University Agreements. Coach may receive shoes, apparel, or equipment each Contract Year during the Term of this Agreement, up to any maximum values established in the University Agreement. Coach acknowledges and agrees that (i) he shall not receive any shoes, apparel, or equipment after any notice contemplated by Section 9 is given, and (ii) in no event shall the University or the Athletic Department ever have any

liability with respect to the provision of shoes, apparel, or equipment by vendors under the University Agreements.

- (f) Commitment to assist the University in a reasonable number of University's fund-raising activities, and to make personal appearances at fund-raising or other activities at the reasonable request of the Director of Athletics. The University understands and agrees that so long as Coach is Head Women's Soccer Coach, such requests for assistance with fund-raising activities shall be commensurate with the number of requests similarly requested of the head coaches of comparable NCAA Division I women's soccer programs.
- (g) Any and all reasonable actions to sustain or increase student and fan interest in and support of the women's soccer program.
- (h) Devotion of time, attention, and abilities to duties as Head Women's Soccer Coach, as well as faithfully serve the Athletic Department and the University.
- (i) Notwithstanding any of aforementioned responsibilities, the University acknowledges, understands and agrees that so long as Coach remains Head Women's Soccer Coach, the Coach's primary coaching duties (including but not limited to coaching the team, recruiting prospective student-athletes, conducting practice sessions, overseeing team activities, managing the women's soccer staff, and in general the overall management of the women's soccer program) are paramount to the success of the program; and as such, the University agrees that any request for Coach to participate in any activity outside these primary duties shall be responsible in nature and with due regard to the time required for Coach to fulfill his primary duties and responsibilities.

### 3. Reporting Relationship

The Coach's immediate supervisor, for purposes of implementing this Agreement, shall be the respective Sport Administrative Liaison as assigned by the Director of Athletics of the University. All matters pertaining to the operation of the University's women's soccer program shall be subject to the ultimate direction and control of the Director of Athletics. On-field matters shall remain the exclusive province of the Coach, provided Coach's conduct is not in violation of NCAA, SEC, or University rules, regulations or policies.

### 4. Employment Opportunities

During the term of this Agreement, Coach shall notify the Director of Athletics of any offers of employment, employment opportunities or requests for meetings or discussions with respect to possible employment opportunities before engaging in substantive discussions regarding such employment or employment opportunities.

### 5. University Policy

- (a) The establishment of policies for the entire athletics program shall remain the exclusive prerogative of the University. The Coach shall administer the daily routine and organization of the program as he deems necessary to effectuate its success, provided such administration shall be in accordance with policies established by the Director of Athletics and the University. The terms and provisions of the University's Administrative Regulations and its Human Resources Policies and Procedures, as currently published and as may later be revised or amended, are incorporated by reference and made a part of this Agreement. To the extent, however, that an actual conflict exists between the terms and provisions of said Regulations and this Agreement, this Agreement shall prevail as it affects the Coach, but affects no other person.
- (b) Coach agrees to conduct the University's women's soccer program in accordance with the bylaws and regulations of the University, SEC, and NCAA and any subsequent amendments/revisions thereto, including but not limited to the duty to report known and suspected violations to the University Compliance Director or to the Director of Athletics. Pursuant to NCAA Bylaw 11.2.1, it is stipulated by the parties that Coach has an affirmative obligation to cooperate fully in the NCAA or SEC enforcement process, including the investigation and adjudication of a case, as set forth in NCAA or SEC bylaws or other procedures. It is also stipulated by the parties that if Coach is found 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.

## 6. Compensation

In consideration of Coach's services hereunder, the University shall pay Coach as follows:

### (a) Base Salary

For each Contract Year during the Term, a base salary ("Base Salary") of **One Hundred Seventy Thousand Dollars** (\$170,000) per 12-month period, payable in equal monthly installments in conformity with the payroll procedures of the University.

### (b) Media and Endorsements

It is understood that the University has entered into an exclusive multi-media rights agreement and agreements with suppliers of athletics footwear, apparel and equipment ("University Agreements"). In consideration of the compensation set forth below for all multi-media programs and all other endorsements, Coach hereby exclusively grants to the University his rights of endorsement, together with the

exclusive right, license and privilege of soliciting, securing and/or authorizing all endorsements, publications and/or radio, television, digital and all other forms of media, whether now known or subsequently developed (“multi-media”), performance and appearance opportunities secured for or featuring Coach. These rights specifically include any charitable or nonprofit activity which involves any form of endorsement or third party promotion and which offers payments of any type whether called an “honorarium” or other similar title.

- (i) In compensation for Coach’s participation in the University Agreements, the University will pay Coach the sum of Five Thousand Dollars (\$5,000) for each Contract Year, payable on July 31 and January 31 of each Contract Year.
  - (ii) Such compensation will be paid to the University, for the benefit of Coach, pursuant to the University Agreements. The University shall retain the sole and exclusive right to contract for multi-media broadcasting and with a supplier or suppliers of athletics goods or services for the University’s athletic teams and any such endorsements/promotions by the Coach will be pursuant to the terms and conditions of such University Agreements;
- (c) Camps. Coach may conduct one or more soccer camps, using University athletics facilities and equipment, and retain the net income therefrom after payment of appropriate but reasonable expenses (mutually agreed upon by Coach and University in advance) incurred by the University and others. Such camps will be conducted in accordance with University policies. Rates for rooms and meals shall not exceed those charged by the University's Housing and Dining System (or its contractors) for other major sports camps generally; and
- (d) Incentive Compensation.
- (i) Team GPA. In the event the University women’s soccer team achieves a cumulative team grade point average of 3.250 or higher in spring semester 2022, Coach will receive a performance supplement of One Thousand Two Hundred Fifty Dollars (\$1,250.00). Beginning with the Contract Year starting July 1, 2022, in the event the University women’s soccer team achieves a cumulative team grade point average of 3.250 or higher in both the fall semester and spring semester of a Contract Year, Coach will receive a performance supplement of Two Thousand Five Hundred Dollars (\$2,500). For clarity, beginning with the Contract Year starting July 1, 2022, this incentive is only payable if the team GPA is 3.250 or higher in each semester; if the team GPA is 3.250 or higher for the fall semester 2022, and is lower than 3.250 for spring semester 2023, no performance supplement will be paid.

(ii) NCAA and SEC Competition.

In any Contract Year in which women's soccer team wins the SEC Regular Season and/or Tournament Championship, participates in the NCAA Women's Soccer Tournament, participates in the NCAA Sweet 16, participates in the NCAA Final Four, or wins the NCAA Women's Soccer Championship, Coach will receive in that same Contract Year, in addition to his regular base salary for that year, a supplement in an amount that equals the highest financial incentive achieved as listed below:

- a. SEC Regular Season or SEC Tournament Championship (incentive will be paid for one championship or the other but not both)—an incentive equal to **ten thousand dollars (\$10,000)**.
- b. NCAA tournament appearance—an incentive equal to **ten thousand dollars (\$10,000)**.
- c. NCAA Sweet 16 participation—an incentive equal to **fifteen thousand dollars (\$15,000)**.
- d. NCAA Final 4 (College Cup) participation—an incentive equal to **twenty thousand dollars (\$20,000)**.
- e. NCAA Women's Soccer National Champions (awarded in the event that the women's soccer program wins the NCAA Women's Soccer Championship game)—an incentive equal to **thirty thousand dollars (\$30,000)**.

For the Contract Years beginning July 1, 2022, July 1, 2023, and July 1, 2024, Coach may earn a single bonus for the achievement outlined in (ii)b-e and separately a bonus for (ii)a. Therefore, by way of illustration, if the women's soccer program wins the Conference Regular Season Championship, the Conference Tournament Championship, and participates in the NCAA Women's Soccer Tournament in any of those Contract Years, Coach shall be entitled to incentive payments in the amount of \$20,000 (\$10,000 for the Conference Championship, and \$10,000 for the NCAA Women's NCAA Tournament appearance). Starting with the Contract Year beginning July 1, 2025, the incentive bonuses listed above are NOT cumulative. By way of illustration, if the women's soccer program wins the SEC Regular Season Championship, the SEC Tournament Championship, and the NCAA Women's Soccer National Championship in any Contract Year, Coach shall be entitled to a single incentive bonus in the amount of \$30,000.

7. Outside Activities.

- (a) Coach acknowledges that the University Agreements referenced in Section 6(b) provide substantial value to him, and Coach acknowledges, understands, and

agrees that he shall not enter into (i) any agreement that usurps or interferes with marketing and endorsement activities on behalf of the University, (ii) any other agreement for a commercial or otherwise competitive endeavor without the express written approval of both the Athletics Director (and when deemed necessary, the President of the University) and any applicable vendors and multi-media rights holders.

- (b) Any outside activities shall be authorized by the University pursuant to the terms of this Agreement, any applicable state law and University regulations. Coach shall perform any such outside activities at a time and in a way which will not interfere with the duties of the Coach's position as Head Women's Soccer Coach, and which will not be detrimental to the interests of the University. The name of the University, if used, shall be used properly in relation to such professional activities. University shall have no responsibility or liability for any claims arising from such outside activities, and Coach shall indemnify and hold harmless the University, its trustees, officers, employees, contractors and other agents from any and all suits, claims, demands, damages, liabilities, and costs and expenses arising from such outside activities.
- (c) Coach agrees to provide a written detailed account to the Director of Athletics and the President of the University at least once annually, or more frequently upon request, for all athletically related income, compensation, gratuities or benefits from any and all sources outside the University and the University Agreements ("Outside Athletic Related Compensation"); in addition, Coach agrees that the approval of all Outside Athletic Related Compensation shall be consistent with the University's regulations and policy related to outside income and benefits applicable to all full-time employees. Upon the request of the University, Coach shall also furnish or permit University to review any other information or documents concerning Outside Athletic Related Compensation that within the Coach's possession or control for the purpose of confirming compliance with applicable law, University regulations, NCAA or SEC bylaws, or the University Agreements.

#### 8. Additional Obligations of the University

In the discharge of Coach's obligations, the Director of Athletics may require Coach's participation to promote and enhance University's athletics program. In this regard and for the University's convenience during the Term of this Agreement, the University agrees to provide Coach the following (Coach acknowledges that some of the following may be considered a taxable fringe benefit to Coach under federal and state tax law and regulations):

- (a) Automobile Allowance/Expense Account

(i) Automobile Allowance. Coach shall be provided with a car allowance of \$400 per month (\$4,800 annually) which will be added into his regular monthly salary processed through university payroll and subject to applicable taxes.

(ii). Expense Account. The University shall fully reimburse Coach for all reasonable and necessary expenses on behalf of the University in connection with the performance of his duties and in accordance with the University's and Athletic Department's business policies and procedures, provided Coach substantiates such expenses. Transportation expenses for a guest of Coach to travel to one regular season away game(s) may be approved by the Director of Athletics at Coach's request. Post season travel for Coach's guests may be approved by the Director of Athletics upon receipt of Coach's request.

(b) Benefits

During the term of this Agreement, the University agrees to offer to Coach and his eligible dependents the standard employee benefits offered to University administrative (exempt) staff and other head coaches at University. Standard benefits include, but are not limited to, health plan, life insurance, dental insurance, accidental death and dismemberment insurance, and long term disability. The base salary as provided in Section 6(a) shall determine benefits that are based upon salary.

(c) Retirement

It is agreed that the funded retirement benefits usually paid to University administrative (exempt) staff will apply to the employment of Coach under this Agreement, currently set forth in Administrative Regulation (AR) 3:1, as follows: The University will contribute an amount equal to 5% or 10% (depending on whether payment is made as outlined in in AR 3:1.IV.A) of the annual base salary compensation stipulated in Section 6(a) hereof and the Coach will contribute 5% of said annual base salary compensation for this purpose, subject to limitations contained in the Internal Revenue Code for such contributions. The Coach may, at her election, contribute additional amounts to the University retirement plans subject to Internal Revenue Service and University limitations.

(d) Vacation

Coach shall be entitled to vacation leave, subject to approval of the Director of Athletics. Vacation leave does not accrue.

(e) Tickets

If available, Coach shall be provided, without charge, two (2) basketball tickets for each University home men's basketball game and two (2) football tickets for each



University home football game. Such tickets may not be resold or exchanged for anything of value by Coach.

9. Events of Default and Termination

- (a) If the University terminates this Agreement for "cause," as defined in Section 9(c) herein, no compensation whatsoever will be paid to the Coach beyond the date of termination.
- (b) The University shall have the right at any time to terminate this Agreement without cause and for its convenience prior to its expiration, including but not limited to a discontinuation of intercollegiate women's soccer by University. Termination by the University without cause shall be effectuated by delivering to Coach written notice of the University's intent to terminate this Agreement without cause. Such notice shall be effective upon the earlier of the date for termination specified in the notice or fourteen (14) days after receipt of such notice by the Coach. If the University terminates this Agreement without cause, the University shall pay, and Coach agrees to accept as liquidated damages all remaining Base Salary amounts due under section 6(a) of this agreement.

The University's obligation to pay such liquidated damages shall be subject to Coach's duty to mitigate the University's obligation as specified herein. Coach will be entitled to continue such benefits at Coach's own expense as required or permitted by law, but Coach will not otherwise be entitled to any employment or other benefit described herein. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Agreement by the University without cause prior to its expiration may cause the Coach to lose certain benefits and incentives, supplemental compensation, or other athletically-related compensation associated with Coach's employment at the University, 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 the University and acceptance thereof by the Coach shall constitute adequate and reasonable compensation to the Coach for the damages and injuries suffered by the Coach because of such termination by the University. The foregoing shall not be, nor be construed to be, a penalty. Notwithstanding any other provisions contained in this Agreement, the Coach agrees to mitigate the University's obligation to pay liquidated damages under this Agreement and to make reasonable and diligent efforts to obtain employment, such as a head or assistant coaching position or administrative position at an NCAA Division I college or university or with a professional sports team, as soon as possible after termination of this Agreement by the University. Upon Coach's acceptance of any new employment, the University's obligation to pay the full amount of liquidated damages provided herein shall be reduced by the amount of the minimum guaranteed annual salary of the Coach's new position or the reasonable

market value of the position, whichever is greater. Coach agrees to notify the University within fourteen (14) days of the date Coach accepts new employment of the minimum annual salary of the new employment.

- (c) The word "cause," as used herein, shall mean the occurrence of any of the following:
- (i) Any Level 1 or Level 2 violations of NCAA or SEC bylaws or regulations in the women's soccer program (as defined by each such organization) by the coach, or by any person noted in Section 2(a) when the coach knew or had reason to know of such violation(s) and failed to prevent or attempt to prevent such violation(s), engaged in actions designed to conceal such violation(s), or failed to report such violation(s) to the Director of Athletics and/or the Director of Compliance;
  - (ii) Failure to follow any written University policies and procedures, including any written policies of the Athletics Department;
  - (iii) Acts of misconduct including, but not limited to, conviction of a felony, or a finding that the Coach has at any time materially violated NCAA or SEC bylaws, rulings, regulations or policies applicable to the University or to the Coach's prior employers at the time of the violation. Misconduct shall also extend to such major violations of NCAA or University rules or policies if committed by any personnel described in Section 2(a), when the coach knew or had reason to know of such misconduct and failed to prevent or attempt to prevent such misconduct, engaged in actions designed to conceal such misconduct, or failed to report such misconduct to the Director of Athletics and/or the Director of Compliance;
  - (iv) Failure to abide by the principles of NCAA Bylaws, Article 10, Ethical Conduct, ("Bylaw 10") including, but not limited to:
    - a. Refusal to furnish information relevant to an investigation of a possible violation of an NCAA regulation when requested to do so by the NCAA or the individual's institution.
    - b. Knowing involvement in offering or provided a prospective or enrolled student-athlete an improper inducement or extra benefit or improper financial aid;
    - c. Knowingly furnishing or knowingly influencing others to furnish the NCAA or the individual's institution false or misleading information concerning an individual's involvement in or knowledge of matters relevant to a possible violation of an NCAA regulation;
    - d. Receipt of benefits by an institutional staff member for facilitating or arranging a meeting between a student-athlete and an agent, financial advisor, or a representative of an agent or advisor (e.g., "runner");
    - e. Knowing involvement in providing a banned substance or impermissible supplement to student-athletes, or knowingly providing medication to student-athletes contrary to medical licensure, commonly accepted standards of care in sports medicine practice, or state and federal law. This

- provision shall not apply to banned substances for which the student-athlete has received a medical exception per NCAA Bylaw 31.2.3.2; however, the substance must be provided in accordance with medical licensure, commonly accepted standards of care, and state or federal law;
- f. Engaging in any athletics competition under an assumed name or with intent to otherwise deceive; or
  - g. Failure to provide complete and accurate information to the NCAA, the NCAA Eligibility Center or the institution's athletics department regarding an individual's amateur status.
- (v) Failure to abide by NCAA Bylaw 10.3: Sports Wagering
    - a. Knowingly and intentionally providing information to individuals involved in organized gambling activities concerning intercollegiate athletics competition;
    - b. Soliciting a bet on any inter-collegiate team or accepting a bet on any team representing the University;
    - c. Participating in any gambling activity that involves intercollegiate athletics or professional athletics through a bookmaker, a parlay card, or any other method employed by organized gambling;
  - (vi) Failure to abide by NCAA Bylaw, Article 14: Eligibility ("Bylaw 14"). Involvement in arranging for impermissible academic assistance or academic misconduct, as defined and prohibited by NCAA Bylaw 14.
  - (vii) Engaging in conduct that would embarrass the University or cause harm to the reputation of the University; or
  - (viii) Engaging in conduct that harms or threatens to harm the welfare of a student-athlete.
  - (ix) Failure to abide by NCAA Bylaw 11.1.1.1 Head Coach Control. An institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly to the coach.
  - (x) Failure to abide by NCAA Bylaw 11.2: Contractual Agreements, Pursuant to NCAA Bylaw 11.2.1, a coach has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case. It is further stipulated that pursuant to NCAA Bylaw 11.2.1, a coach who is found in violation of NCAA regulations shall be subject to disciplinary or corrective actions as set forth in the provisions of the NCAA infractions

process, including suspension without pay or termination of employment for significant or repetitive violations.

- (xi) NCAA Bylaw 11.2.2: Athletically Related Income and Benefits. Failure or refusal to provide, in compliance with NCAA Bylaw 11.2.2, a detailed account, in writing, to the Director of Athletics and the President of the University, on at least an annual basis, the sources and amounts of all athletically related income, compensation, gratuities, or benefits from sources external to the University.

It is not the intention of the parties that this Agreement be terminable for minor, technical or otherwise insignificant University regulations or for NCAA or SEC violations which do not entail the risk of major institutional penalties. However, Level 1 or Level 2 violations by the Coach or by a staff member described in Section 2(a) or by a student-athlete or representative of the University's athletic interests where the coach knew or should have known of the violation of said bylaws of either the NCAA or SEC are 'cause' for termination of this Agreement by the University. Coach acknowledges that the University is obligated to, and will report, all such violations to the NCAA and SEC.

- (d) In the event of Coach's death, the University shall produce a final monthly paycheck for the appropriate rate of pay in accordance with the number of days the Coach actually worked. Dependents' continued eligibility for benefits shall be in accordance with the standard eligibility of dependents of administrative (exempt) staff of the University.
- (e) In the event Coach shall become disabled during the term of this Agreement, the University shall continue to provide salary and benefits in accordance with the University long term disability policy; provided, however, that any such termination of this Agreement shall not affect Coach's eligibility to receive disability payments provided pursuant to the long term disability plan referenced in Section 8(b). If the Coach becomes permanently disabled, the Coach shall be entitled to all the provisions and benefits of the University Long Term Disability Plan as provided in Human Resource Policy and Procedure 95.

(f) Suspension for Cause

In lieu of termination for cause, the University may suspend Coach for a period not to exceed ninety (90) days for any one or more of the acts or omissions representing grounds for termination for cause under Section 9(c). During such a period of suspension, Coach shall not be entitled to receive annual base salary.

As an alternative or supplement to any other remedies available hereunder the University may also suspend Coach for the following grounds: (1) in the event of an indictment or information being filed against Coach charging a felony; or (2) in the

event of the commencement, filing, or delivery of any notice of formal inquiry or charge or in the event of a preliminary finding by NCAA, SEC, or any commission, committee, council or tribunal of the same, alleging or finding one or more major, significant, or repetitive violations by Employee personally of NCAA or SEC rules, or such violations by other persons about which violations Coach knew or reasonably should have known, and willfully or with gross negligence failed to act to prevent, limit, or mitigate. Such suspension may continue until final resolution of such matter or proceeding. During such suspension, Coach shall receive only current annual base salary described in Section 6(a) and benefits described in Section 8(b), (c), and (d) and Coach shall not be entitled to receive any other benefits or perquisites hereunder for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of Coach, and does not otherwise represent an independent basis for termination hereunder for cause, University shall make the Coach whole for benefits hereunder otherwise payable to Coach during the period of suspension. Suspension under this paragraph shall not limit or prevent the right of the University to act pursuant to other provisions of this contract during or subsequent to such suspension.

(g) Suspension or Fine Imposed by the SEC or NCAA

Notwithstanding any other provision of this Agreement to the contrary, if Coach is suspended by the SEC or NCAA, Coach shall automatically be suspended by the Athletics Department for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension Coach shall not be entitled to receive any compensation, benefits, or any other payments under this Agreement, except for only the Basic Benefits provided under Section 8(b) of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, if Coach is fined by the SEC or NCAA for conduct attributable to Coach or assistant coaching staff, Coach shall be solely responsible for payment of the fine. In the event this agreement is terminated by either party, with or without cause, University shall collect the fined amount as it would any other unpaid obligation of employee.

(j) Termination by Coach. Coach shall have the right to terminate this Agreement without cause and for his convenience prior to its expiration, by delivering to University written notice of Coach's intent to terminate this Agreement without cause. Such notice shall be effective upon the earlier of (i) the date of termination stated in the notice, or (ii) fourteen (14) days after University's receipt of such notice. If Coach terminates this Agreement without cause, with the exception of any previously earned but unpaid compensation, Coach shall receive no compensation under this Agreement that accrues or becomes due and payable after the effective date of termination.

10. Notices

All notices, claims, requests, demands and other communications hereunder shall be made in writing and shall be deemed given if delivered or mailed (registered or certified mail, postage prepaid, return receipt requested) as follows:

To Coach:

Troy Fabiano  
Athletics Department  
Joe Craft Center  
University of Kentucky  
Lexington, KY 40506

To: Mitch Barnhart  
University of Kentucky  
Athletics Department  
Joe Craft Center  
University of Kentucky  
Lexington, KY 40506-0019

With a copy to:

President  
University of Kentucky  
101 Main Building  
University of Kentucky  
Lexington, KY 40506-0032

With a copy to:

General Counsel  
University of Kentucky  
301 Main Building  
Lexington, KY 40506-0032

or to such other address as the person to whom notice is to be given may have previously furnished to the other in writing in the manner set forth above, provided that notice of a change of address shall be deemed given only upon receipt.

#### 11. Severability

If any term, clause or provision of this Agreement shall be deemed to be illegal, invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the legality, validity or enforceability or any other term, clause, or provision of this Agreement, and this Agreement shall be construed and enforced as if such term, clause or provision had not been included.

#### 12. Governing Law

This Agreement shall be governed by, construed, and enforced under the laws of the Commonwealth of Kentucky.

13. Binding Effect

This Agreement binds and is for the benefit of the University and its successors, assignees, and legal representatives and of the Coach and his heirs, assignees, administrators, and personal representatives.

14. Amendment

No amendment, change, waiver, discharge, or modification of any provision of this agreement shall be valid unless it is evidenced by a written instrument signed by both parties hereto.

15. Waiver

The failure of either party to require strict performance by the other party of any provision of this Agreement shall not be deemed to affect that party's right to subsequently enforce a provision hereof. A waiver of a breach of any provision of this Agreement is not a waiver of any other breach or a waiver of the provision.

16. Headings

The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretations of this Agreement.

17. Assignment

Neither party may assign its duties or obligations hereunder, in whole or in part, without the prior express written agreement of the other party.

18. Entire Agreement

This Agreement incorporates any and all prior oral agreements and understandings of the parties with respect to its subject matter and supersedes all prior written agreements between the parties.

19. Authority

Each party warrants and represents that it has the full right, power and authority to enter into and perform this Agreement and to make the covenants set forth herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as indicated below.


COACH

By:  Date: \_\_\_\_\_  
Troy Fabiano

THE UNIVERSITY OF KENTUCKY

By: *Mitchell Barnhart* Date: \_\_\_\_\_  
By: Mitchell Barnhart (Nov 29, 2021 16:07 EST)

Mitch Barnhart, Director of Athletics

By:  Date: 120321  
Office of the President







# Fabiano Agreement v2 11282021

Final Audit Report

2021-11-29

Created:	2021-11-29
By:	Stephanie Campbell (sca223@uky.edu)
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