

**UNIVERSITY OF MICHIGAN**  
**ATHLETIC DIRECTOR EMPLOYMENT AGREEMENT**

**Effective March 8, 2010**

The parties to this employment agreement (this "Agreement") are the University of Michigan (the "University") and David A. Brandon (the "Director").

The parties agree as follows:

1. **Employment.** Subject to the terms and conditions of this Agreement, the University shall employ the Director, and the Director shall serve the University, as the Director of Intercollegiate Athletics.
2. **Term.** The term of the Director's employment (the "Term") shall commence on March 8, 2010 ("Effective Date") and, subject to earlier termination pursuant to Section 8 hereof, shall terminate on March 7, 2015. The Term shall be renewed for an additional five (5) year term only upon mutual agreement of the University and the Director.
3. **Compensation.** As full consideration for the Director's services and other covenants under this Agreement, contingent upon commencement of employment, the University shall pay the following amounts to the Director during the Term: (a) a base salary at an annual rate of \$560,000, subject to review and possible annual increase (but not decrease) based on merit as determined by, and in the sole discretion of, the President of the University (the "President") ("Base Salary"); (b) a one-time additional compensation payment of \$25,000, payable within thirty (30) days of the Effective Date; (c) additional compensation in the amounts and for the achievements set forth on Exhibit A; and (d) deferred compensation as set forth on Exhibit A. Base Salary shall be payable in installments in accordance with the University's customary payroll practices. Any additional compensation earned by the Director

shall be payable as set forth on Exhibit A. All compensation and benefits due to the Director under this Agreement shall be subject to all applicable taxes, deductions and withholdings required by applicable law or benefit plans. In accordance with the requirements of the University's Policy for Executive Officers and Presidential Direct Reports on Conflicts of Interest and Conflicts of Commitment as in effect from time-to-time (the "Conflicts Policy") and the University of Michigan Athletics Department Code of Conduct and Conflicts of Interest Policy, as in effect from time to time (the "Athletics Department Conflict of Interest Policy"), the Director shall not solicit money, loans, gifts or discounts and shall refrain from accepting money, gifts, entertainment, favors or services that give rise to potential conflicts of interest or commitment or that might influence or appear to influence his duties and responsibilities under this Agreement, without the prior written consent of the University.

4. Reimbursement of Expenses; Benefits.

4.1 Expenses. The University shall reimburse the Director, in accordance with the University's policies from time to time regarding reimbursable expenses, for all reasonable expenses incurred by him in connection with the performance of his duties under this Agreement, upon presentation of appropriate vouchers evidencing such expenses. The Director must submit all such vouchers within the time required by the University's policy for reimbursement. All reimbursements shall be made promptly but no later than the end of the calendar year following the calendar year in which the expenses are incurred.

4.2 Benefits. During the Term, the Director shall be entitled to such benefits as generally are provided to Executive Staff of the University, subject to the terms of the applicable benefit plans and to the University's employment policies as in effect from time to time. Such benefits currently include, but are not limited to, vacation, medical, prescription

drug, dental, vision, 403(b) retirement, supplemental retirement, expanded long-term disability, group term life insurance, travel accident insurance and long-term care insurance. The University reserves the right to amend, modify or terminate any benefit plan in accordance with its terms and applicable law. Nothing contained herein shall be construed to obligate the University to establish or maintain any specific employee benefit plan.

#### 4.3 Other Fringe Benefits.

(a) During the Term, the Director shall be entitled to participate in the dealer provided automobile program available to the Director as in effect from time to time (which as of January 2010 allows the Director and his spouse the use of two (2) automobiles, with the automobile dealer(s) providing the automobiles covering the costs associated with vehicle registration and license plates, and the University covering the cost of insurance and routine oil changes). All other costs of operation (fuel, etc.) are borne by the Director, subject to normal reimbursement for reasonable mileage or other costs incurred in connection with the discharge of his duties hereunder and timely and properly submitted.

(b) During the Term, the Director shall be entitled to the additional fringe benefits set forth on Exhibit B.

#### 5. Duties and Responsibilities.

(a) The Director shall be responsible for the leadership of, and shall oversee and administer all aspects of, the University's Athletic Department, including each of the University's intercollegiate athletic programs. The Director's duties are described more particularly in Exhibit C. The Director shall devote his full business time and his best efforts to the performance of his duties under this Agreement and shall perform them faithfully, diligently and competently; provided that, notwithstanding the foregoing, the Director may engage in such

business activities as may be permitted by the President, in writing, as long as such outside activities do not materially interfere with his duties and responsibilities as the Director and do not otherwise breach any provision of this Agreement or any applicable University policy. Notwithstanding the foregoing, the Director may engage in personal investments that do not violate the Conflicts Policy.

(b) The Director shall report directly to, and shall be subject to the direction and ultimate authority of, the President. The Director shall confer with the President on a regular basis as determined by the President and on major matters as necessary or appropriate.

(c) The Director shall, and shall use best efforts to cause the University's athletic programs, coaches, student athletes and other Athletic Department personnel to, at all times abide by and comply with: (i) all applicable laws, including, without limitation, laws relating to the hiring, termination and treatment of employees, and (ii) the rules, regulations, policies, procedures and agreements of the University, the National Collegiate Athletic Association and its applicable divisions (the "NCAA") (including, without limitation, the Constitution and By-Laws of the NCAA), and the Big Ten Conference (the "Conference"), in each case as in effect and interpreted by the applicable body from time to time. In the event the Director becomes aware, or has reasonable cause to believe, that violation of any of the foregoing may have occurred, he shall report it promptly to the President. The Director hereby acknowledges, agrees and understands that if he is found to have committed or participated in a violation of any Conference or NCAA rules and regulations, he may be subject to disciplinary or corrective action as set forth in the applicable disciplinary or enforcement Conference or

NCAA procedures, in addition to any disciplinary or corrective action imposed by the University.

(d) The Director shall represent the University positively in public and private forums and shall not engage in conduct that reflects adversely on the University or its athletic programs. The Director shall perform his duties and personally comport himself at all times in a manner consistent with the high moral, ethical and academic standards of the University and its Athletic Department.

6. Outside Engagements.

(a) The Director shall not at any time during the Term, without the prior written consent of the University, engage in any business or commercial activity other than on behalf of the University in accordance with this Agreement, including, but not limited to, (i) endorsing any product or service, (ii) wearing logo-identified clothing, (iii) appearing on any radio or television broadcast, (iv) appearing at any collectors' show, or (v) speaking for a fee. Notwithstanding the foregoing, the Director shall be entitled to engage in personal investments that do not violate the Conflicts Policy.

(b) The Director shall not at any time during the Term participate in the writing or scripting (including, without limitation, any "as told to" publications) of any book, periodical, story, movie, play or other written, audio-visual or theatrical work, except customary media interviews in the ordinary course of his employment, which relates to the Director's services to the University, without the prior written consent of the President.

(c) The Director shall comply with the Conflicts Policy. The Director shall disclose to the President any proposed outside engagements and any proposed remuneration to be received by the Director to the extent required by the Conflicts Policy or this Agreement.

7. Photographs; Authority to Use the Director's Likeness. The University shall have the right to take pictures of the Director for still photographs, motion pictures, telecasts or other forms of video or image reproduction or transmission, whether now existing or hereafter developed, at such times and places as the University may reasonably designate. The University shall have the right in perpetuity to use or authorize any third party to use such pictures and the name, likeness, image, signature, voice, biographical data and other identifiable features of the Director for publicity, promotional or any other business purposes (whether through general advertisements, sponsorships or otherwise). The rights in any such pictures or publicity or promotional materials shall belong exclusively to the University.

8. Termination.

8.1 Death or Disability. The Director's employment under this Agreement shall terminate upon the Director's death or disability (determined in accordance with the University's long-term disability policy). If the Director's employment is terminated because of his death or disability, the Director or his estate shall be entitled to receive, in full discharge of all obligations of the University to the Director (or his heirs or estate), any unpaid Base Salary or additional compensation earned by, and expense reimbursements due to the Director under Sections 3 or 4 through the date of termination. To the extent applicable, the Director (or his beneficiaries) shall be also eligible to receive disability and/or life insurance benefits but only to the extent that such benefits are available to him or his beneficiaries, as the case may be, from the University's insurance carrier.

8.2 Other Termination.

(a) With Cause by University. The University may terminate the Director's employment at any time for Cause. For purposes of this Agreement, the term "Cause"

shall mean: (i) the failure by the Director to perform in any material respect any of his duties or obligations under this Agreement; (ii) the Director's conviction of, or plea of, *nolo contendere* to a felony charge, or conviction of, or plea of, *nolo contendere* to a misdemeanor involving any financial impropriety, moral turpitude, or harassment of a University student or employee; (iii) conduct of the Director that offends against public decency or morality as shall be determined by the standards prevailing in the community, or any other conduct by the Director that materially and adversely affects the reputation or the assets of the University or one or more of its athletic programs; (iv) "Misconduct" as defined in Sections I and IIA of the University of Michigan Standard Practice Guide 201.12; (v) a determination by the NCAA, the Conference or the University that the Director has committed an intentional or major violation of any NCAA, Conference or University rule, regulation or other matter covered by Section 5(c); or (vi) any violation of NCAA or Conference rules that results in the University or one of its teams or programs (w) being placed on probation, (x) having to forfeit scholarships or games, (y) having to pay a material fine, or (z) suffering some other material penalty, in each case of which the Director knew or should have known about with reasonable diligence and oversight. If the Director's employment is terminated under this Agreement for Cause or if the Director resigns, the Director shall be entitled to receive, in full discharge of all obligations of the University under this Agreement or otherwise owed to the Director, any unpaid Base Salary and additional compensation earned by and expense reimbursements due to the Director under Sections 3 and 4 through the date of termination.

(b) Without Cause by University. If the University terminates the employment of the Director under this Agreement other than for expiration of this Agreement without renewal, death or disability or Cause (i.e., a termination "without Cause"), in exchange

for a release of all claims against the University, and the Regents, officers and employees of the University, the University shall pay to the Director, as its sole obligation under this Agreement or otherwise owed to the Director, the greater of (i) his Base Salary for the remainder of the Term as of the date of his termination of employment or (ii) one (1) year's Base Salary, in each case as, how and when base salary would have otherwise been paid had he remained the Director (in either case of (i) or (ii) the "Severance"). Notwithstanding the preceding sentence, if the University terminates the Director's employment without Cause, and during the period that would have been within the Term of this Agreement, as described in Section 2, the Director becomes employed by another employer, the University shall have the right to reduce any remaining Severance due to the Director under this Agreement by the cash compensation earned by the Director from such employment.

8.3 General. Upon termination of this Agreement for any reason, the Director shall not be entitled to receive any benefits or perquisites from the date of such termination, except as specifically provided herein. In no case shall the University be liable to the Director for the loss of any collateral business opportunities, or any other benefits, perquisites, income or consequential damages suffered by the Director as a result of a termination in accordance with this Agreement.

9. Representations and Warranties. The Director represents and warrants to the University that: (a) he is not bound by or subject to any contractual or other obligation that would be violated by his execution or performance of this Agreement, including, but not limited to, any non-competition agreement presently in effect, and (b) he is not the subject of any pending or, to the best of his knowledge, threatened claim, action, judgment, order or



investigation that could adversely affect his ability to perform his obligations under this Agreement or the business reputation of the University.

10. Non-Competition; Non-Solicitation; Confidentiality.

(a) Until the scheduled expiration of the Term under Section 2, the Director shall not, without the University's prior written consent, directly or indirectly engage or be interested in any capacity (including as athletic director or other employee or consultant) in any college or university athletic program, or conduct, directly or through any agent, attorney or other representative, any negotiations with another college or university about becoming so engaged or interested.

(b) Until one year after the termination of the Director's employment with the University, the Director shall not, directly or indirectly, employ or hire as a consultant or solicit for employment, on his own behalf or on behalf of any other person or enterprise, or otherwise encourage the resignation of, any individual who has been an employee of the University at any time during the six month period preceding the date of the termination of his employment.

(c) The Director acknowledges that during his employment he will acquire knowledge of confidential information regarding the business and athletic operations of the University. Accordingly, the Director shall not, without the written consent of the University, directly or indirectly, during the Term or at any time thereafter, disclose to anyone or use in any manner any confidential information other than in connection with his services for the University. Confidential information shall include information which has been or may be communicated orally, in writing, or in any other recorded or tangible form; data and information shall be considered confidential information if, due to its character, nature or the manner in

which it is conveyed, a reasonable person in a like position and under like circumstances as the Director would treat it as secret or confidential. The provisions of this Section 10(c) shall not apply to data and information which the Director can prove has become publicly available without breach of confidence by the Director or any other person. The Director shall not be prohibited from making truthful statements when defending himself in arbitration, litigation or NCAA proceedings or if required to testify by a government agency, order of a court or other governmental or regulatory body having jurisdiction, or to his own counsel, if necessary. If the Director is required to disclose any confidential information pursuant to any legal proceedings or court order, as described above, he shall immediately notify the University and shall cooperate with the University in seeking to maintain the confidentiality of that confidential information (e.g., by placing it under seal) or in setting aside the requirement or order compelling disclosure. Within seventy-two hours after the expiration or termination of this Agreement, the Director shall cause any confidential information, keys, credit cards and other University property in his possession or control to be delivered to the University.

(d) The Director's covenants under this Section 10 shall apply regardless of the reason for the termination of his employment. For the avoidance of doubt, the Director acknowledges that the consideration provided to him under this Agreement is adequate for such post-termination covenants. The Director acknowledges that the remedy at law for breach of the provisions of this Section 10 will be inadequate and that, in addition to any other remedy the University may have, it shall be entitled to an injunction restraining any breach or threatened breach, without any bond or other security being required and without the necessity of showing actual damages.

11. Miscellaneous.

11.1 Headings. The section headings of this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this Agreement.

11.2 Notices. Any notice or other communication under this Agreement shall be in writing and shall be considered given when delivered personally or sent by facsimile (with a copy by any other means permitted for the giving of notices under this Agreement), one business day after being sent by a nationally recognized overnight delivery service or three business days after being mailed by registered mail, postage prepaid and return receipt requested, to the parties at the following addresses (or at such other address as a party may specify by notice to the other):

- (i) if to the University:

Office of the President  
University of Michigan  
2074 Fleming  
Ann Arbor, MI 48109-1340  
Attention: President

with a copy to:

Office of the General Counsel  
University of Michigan  
5010 Fleming  
Ann Arbor, MI 48109-1340  
Attention: General Counsel

- (ii) if to the Director:

David A. Brandon  
660 Barton Shore Dr.  
Ann Arbor, MI 48104

With a copy to:

Margaret A. Hunter  
Dykema Gossett PLLC

400 Renaissance Center  
Detroit, MI 48243

11.3 Waiver. Either party may waive compliance by the other party with any provision of this Agreement. The failure of a party to insist on strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. No waiver of any provision shall be construed as a waiver of any other provision. Any waiver must be in writing. Whenever a matter referred to in this Agreement requires the consent or approval of the University or the President, such consent or approval may be granted or withheld in the sole discretion of the University or President, as applicable.

11.4 Assignment. This Agreement is a personal services agreement and, accordingly, the Director may not assign any of his rights or delegate any of his duties under this Agreement, and any attempted assignment or delegation shall be void. This Agreement shall inure to the benefit of and be binding upon the personal or legal representatives, executors, administrators, heirs, devisees and permitted assignees of the parties hereto.

11.5 Governing Law. This Agreement shall be governed by and in accordance with the substantive law of the state of Michigan applicable to agreements made and to be performed entirely in Michigan.

11.6 Entire Agreement. This Agreement contains, and is intended as, a complete statement of all the terms of the arrangements between the parties with respect to the matters provided for, supersedes any previous agreements and understandings between the parties with respect to those matters, and cannot be changed or terminated orally. The exhibits to this Agreement are incorporated into and form a part of this Agreement.

11.7 Disputes. It is mutually understood that every effort will be made to resolve intradepartmental and interpersonal conflicts or disagreements internally, in a spirit of goodwill among those concerned, using appropriate departmental and University processes. The parties further agree that in the event of a dispute arising out of this Agreement or in relation to the Director's employment (or termination thereof), they will engage in mutual negotiation for a reasonable period of time to attempt to resolve their dispute. If resolution to the mutual satisfaction of each is not achieved, the parties agree to investigate in good faith the use of an alternative dispute resolution procedure in lieu of a court action, including without limitation mediation or arbitration, as a means of resolving the dispute.

11.8 Section 409A.

(a) The benefits provided under this Agreement are intended to be exempt from, or comply with, Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"), and the provisions of the Agreement are to be interpreted accordingly.

(b) Whenever a payment under this Agreement may be paid within a specified period, the actual date of payment within the specified period shall be within the University's sole discretion.


(c) With regard to any installment payments provided for under this Agreement, each installment thereof shall be deemed a separate payment for purposes of Section 409A.

(d) Notwithstanding any provision to the contrary in this Agreement, a termination of the Director's employment will not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment that are subject to Section 409A, unless such termination is also a "separation from service" (as defined in Section 409A) and, for purposes of any such provision of this Agreement, references to a "termination" or "termination of employment" will mean separation from service.

UNIVERSITY OF MICHIGAN



Mary Sue Coleman, President, University of Michigan



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David A. Brandon

## EXHIBIT A

### UNIVERSITY OF MICHIGAN

#### DIRECTOR OF ATHLETICS—ADDITIONAL AND DEFERRED COMPENSATION

I. Additional Compensation. The Director will be eligible for annual additional compensation based on the achievement of certain performance metrics, as described herein, of up to One Hundred and Sixty Five Thousand Dollars (\$165,000) per year. The maximum amount available for payment to the Director as additional compensation for the initial four months of service (from March 8, 2010 through June 30, 2010), shall be Fifty-Five Thousand Dollars (\$55,000), assuming an employment start date of March 8, 2010. Payment of all or part of this amount for the period ending June 30, 2010 shall be based solely on the President's assessment of the Director's performance during this initial four month period.

Additional compensation for each Fiscal Year period (i.e., July 1 to June 30) following the initial period ending June 30, 2010 shall be determined as follows:

a) At the start of each Fiscal Year, the President and the Director shall mutually agree upon the performance objectives for that Fiscal Year applicable to the Director. The following shall apply with respect to these pre-established objectives and measures:

(i) Thirty-five percent (35%) of the additional compensation available for each Fiscal Year shall be based on the assessment of the overall performance of the Director with respect to his duties and responsibilities as set forth on Exhibit C, as determined in the discretion of the President;

(ii) The remaining elements of the additional compensation available for each Fiscal Year shall be determined based on the following:

1) 25% of any additional compensation shall be based on the Athletic Department's successful achievement of specific financial performance metrics established as part of the annual financial plan for the Fiscal Year;

2) 25% of any additional compensation shall be based on the Athletic Department's successful achievement of specific fundraising objectives established as part of the annual financial plan for the Fiscal Year;

3) 15% of any additional compensation shall be based on the Athletic Department's successful completion of pre-established short-term projects relevant to the annual operating plan for the Fiscal Year (i.e., capital projects, coaching changes, technology implementations, etc.).

b) The establishment of Fiscal Year objectives shall be as mutually determined by the President and the Director, at the start of each Fiscal Year. The determination of the extent to which objectives have been achieved shall be as determined by the President at the end of each Fiscal Year.

c) Additional compensation payments, if any, as described in this Section I, shall be paid to the Director as soon as reasonably practicable following the end of the Fiscal Year to

which such additional compensation applies, but in no event later than March 15<sup>th</sup> following the Fiscal Year to which such additional compensation applies.

## II. Deferred Compensation

(a) The University shall establish and maintain a "Deferred Compensation Account" on its financial records as a bookkeeping account to record the deferred compensation benefit earned by and payable to the Director pursuant to this Section II.

(b) Provided that the Director is employed as the University's Director of Intercollegiate Athletics on the "Applicable Credit Dates" indicated below, the University shall credit (*i.e.*, add to) the Deferred Compensation Account as follows:

<b>Applicable Credit Date</b>	<b>Credit Amount</b>
February 28, 2011	\$100,000
February 29, 2012	\$100,000
February 28, 2013	\$100,000
February 28, 2014	\$100,000
February 15, 2015	\$100,000

While the University is not required to annually "fund" the amounts credited above, it is anticipated that amounts credited shall be actually deposited in an account established by the University pursuant to a grantor trust or otherwise, and the balance in the Deferred Compensation Account shall be adjusted to reflect earnings or losses attributable to the investment of the principal and earnings thereon, made in accordance with investment procedures established by the University with input from the Director (to the extent such input does not result in the inclusion into his income of amounts deferred hereunder at a date earlier than an Applicable Payment Date (as described below)).

(c) Subject to the vesting and forfeiture provisions in subsections (d) and (e) below, the University shall debit (*i.e.*, subtract from) the Deferred Compensation Account and pay the Director (or his beneficiary) the following percentage of the outstanding account balance (adjusted by any earnings or losses thereon, if any, as described above) on the "Applicable Payment Dates":

<b>Applicable Payment Date</b>	<b>Percentage Distributable</b>
February 28, 2013	100% of principal (adjusted by earnings or losses) contributed on February 28, 2011 and 50% of principal (adjusted by earnings or losses) contributed on February 29, 2012
February 28, 2014	50% of principal (adjusted by earnings or losses) contributed on February



	28, 2012 and 50% of principal (adjusted by earnings or losses) contributed on February 28, 2013
February 28, 2015	100% of principal (adjusted by earnings or losses) remaining in account

(d) The Director's right to receive any portion of the balance credited to the Deferred Compensation Account is contingent upon the Director's continued employment as the University's Director of Intercollegiate Athletics through each of the applicable payment dates noted above. If Director is not so employed by the University through an applicable payment date for any reason other than his death, disability (as defined in the Agreement) or involuntary termination without Cause, then the balance credited to the Deferred Compensation Account at the time of his death, disability or involuntary termination without Cause shall not be forfeited. Instead, 100% of the then outstanding account balance credited to the Deferred Compensation Account shall be immediately due and payable, and shall be paid to or on behalf of the Director in a lump sum within 60 days of his death, disability or involuntary termination without Cause (as applicable). All deferred amounts shall be subject to withholding as required by law. All amounts in the account shall be paid net of applicable taxes and withholdings.

(e) The Director may designate one or more beneficiaries to receive the benefits otherwise due under this Section II in the event of his death. Such designation shall be made (or changed) by filing with the University a written notice (pursuant to Section 11.2 of the Agreement) signed by the Director stating the names of the beneficiaries. No designation or change of designation shall be effective until received in writing by the University. If no designation is made, or if the Director's designated beneficiaries fail to survive him, any payment due upon the Director's death shall be paid to his estate. Attached to this Exhibit A as Annex A is the Director's initial beneficiary designation.

(f) The obligations of the University under this Section II at all times shall be entirely unfunded for tax purposes, and no provision, including the maintenance of the Deferred Compensation Account, shall require the creation of a trust or the segregation of assets of the University for payment of any amounts hereunder. Neither the Director nor his beneficiaries shall have any interest in any particular asset of the University by reason of the right to receive a payment under this Section II, or by reason of any action taken by the University to provide for such payment, including the maintenance of the Deferred Compensation Account. The Director and his beneficiaries shall have only the rights of general unsecured creditors of the University with respect to any rights under this Section II. Nothing contained in this Agreement shall constitute a guarantee by the University or any entity or person that the assets of the University will be sufficient to pay any benefit hereunder.

(g) No amount payable under this Section II shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge prior to actual

receipt thereof by the payee, except to the extent provided by law. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge prior to such receipt shall be void. The University shall not be liable in any manner for or subject to the debts, contracts, liabilities, engagements or torts of any person entitled to any payment under this Section II.

## **EXHIBIT B**

### **UNIVERSITY OF MICHIGAN**

#### **DIRECTOR OF ATHLETICS—FRINGE BENEFITS**

1. Complimentary tickets for each football, basketball and hockey home game as follows.

Football: Four contiguous chairback seats on the west side of the stadium, comprised of two Regent Emeritus seats and two additional seats;

Men's Basketball: Four contiguous seats, comprised of two Regent Emeritus seats and two additional seats; and

Hockey: Four contiguous seats, comprised of two Regent Emeritus seats and two additional seats.

In addition, the University will use its best effort to assist the Director in acquiring (at his cost) up to four additional seats (contiguous to those described above) for each football, basketball and hockey home game.

2. Adidas merchandise allowance applicable to Athletic Department personnel.
3. Continuation of Director's Golf privileges at the University golf course as in effect immediately prior to the Effective Date of this Agreement, which privileges shall not be diminished under any University policy applicable to Athletic Department personnel.

4. Spousal travel as follows: For Bowl games, Men's Basketball Final Four and other significant sports events, the University shall pay for or reimburse the Director for the reasonable travel expenses of his spouse. For other games and events, the University shall cover the travel expenses of the Director's spouse if there is no significant incremental cost to the University. If commercial carriers are used for travel not in the context of NCAA business travel or significant athletic events, the Director shall be responsible for his spouse's travel expenses. Notwithstanding the foregoing, the Director shall be responsible for all taxes on imputed income that he and/or his spouse may incur from travel described herein.

## **EXHIBIT C**

### **UNIVERSITY OF MICHIGAN**

#### **DIRECTOR OF ATHLETICS—JOB DUTIES AND RESPONSIBILITIES**

Without limiting the general duties and responsibilities of the Director provided for elsewhere in this Agreement, the Director shall:

- Direct and supervise the intercollegiate athletics program in a manner that promotes the mission, values and aspirations of the University.
- Serve as a primary spokesperson for the Athletic Department, promoting the philosophy and mission of the University and its athletic program with faculty, staff, students, alumni, the media and the general public on a local and national basis. As such spokesperson, the Director shall participate in, among others, speaking engagements, news conferences, radio, television and other media appearances.
- Manage and oversee the Athletic Department's men's and women's intercollegiate sports through each coach and senior athletic staff, including coordinating and/or overseeing the recruitment, selection (negotiates and approves contracts) and evaluation (including approving salaries) of all coaches. The Director shall promote athletic excellence on local, conference and national levels for the men's and women's intercollegiate athletic program.
- Manage and oversee all Athletic Department staff members, including coordinating and/or overseeing the recruitment, selection and evaluation (including approving salaries within prescribed University budgets) of all Athletic Department staff members. The Director shall establish and periodically refine, as necessary, the Athletic Department's organizational structure to ensure the effective management of human resources.
- Maintain all administrative, operational, and business functions of the Athletic Department in accordance with policies, procedures and budgets established by the University, including, without limitation, oversight of all coaches and staff of the program. Periodically review and evaluate those functions.
- Develop a strategic plan for the Athletic Department, including an updated mission statement, long-term aspirational goals, core strategies and specific annual initiatives and objectives that are compatible with the mission and long-range goals for the Athletic Department.
- Direct a talent assessment of the entire department and develop an organizational design concept for immediate implementation ("The Go-Forward Plan").
- Plan and develop specific policies, procedures, programs, and methods to implement the Athletic Department's athletic philosophy and support the University's strategic plan.

Consult with the Advisory Board on Intercollegiate Athletics (“ABIA”) on areas where such input is required, customary or appropriate.

- Ensure the fiscal integrity of the athletics program; develop strategic plans and budgets for approval by the President; raise private funds; monitor the expenditure of all funds consistent with law, University policies, practices and budgets, and in accordance with NCAA and Conference rules and regulations.
- Demonstrate a commitment to academic integrity and foster an environment in which the academic needs of student athletics are paramount by recruiting qualified students, providing appropriate assistance through independent and well-qualified support staff, monitoring competitive demands, consulting with the President and others, as appropriate, to encourage and monitor academic progress of student-athletes toward graduation, and ensuring that all Athletic Department staff members actively support the Athletic Department’s commitment to academic achievement for each student-athlete.
- Represent the University athletics programs to external constituencies; develop athletics as an outreach vehicle for the University; provide national leadership in maintaining strengths of intercollegiate athletics.
- Know, recognize and comply with all applicable laws, as well as all applicable policies and rules and regulations of the University, the Conference and the NCAA, and oversee and ensure compliance of all aspects of the athletic program with University, Conference and NCAA rules and regulations, as well as applicable laws.
- Create a departmental environment in which diversity, equity, and individual opportunity can thrive.
- Strive to enhance relationships and communication with all parties that have an association with or interest in the success of the Athletic Department.
  - Maintain an effective communication link with athlete and other interested alumni across the country.
  - Oversee public relations, speak to civic groups, work with media, and interact with spectators at-large on behalf of the Athletic Department.
- Recruit, select, employ, and supervise staff to ensure efficient and productive operation of all administrative, business, fiscal, and athletic activities of the Athletic Department.
- Serve on committees in the Conference and NCAA.
- Inform and advise central administration staff on matters related to athletics and represent the President as needed.
- Coordinate with the NCAA Faculty Athletics Representative in representing the University at Conference, NCAA, or other national meetings.

- Develop initiatives that enhance the image and attractiveness of the University and the Athletic Department.
- Supervise scheduling of all intercollegiate athletic events.
- Perform such other duties and responsibilities consistent with his position as athletic director as may be assigned from time to time by the President.

**Amendment No. 1 to  
Athletic Director Employment Agreement**

This Amendment No. 1 to Athletic Director Employment Agreement (this "Amendment") is entered into as of the 10<sup>th</sup> day of May, 2010 by and between the University of Michigan (the "University") and David A. Brandon ("Director").

WHEREAS, the University and the Director have entered into an Athletic Director Employment Agreement dated as of March 8, 2010 (the "Agreement"); and

WHEREAS, the University and the Director now desire to amend the Agreement as set forth below:

1. The University and the Director hereby agree that the language in paragraph 1 of Exhibit B to the Agreement regarding the complimentary football tickets that the Director is entitled to receive is hereby amended to read as follows:

"Football: Six contiguous chairback seats on the west side of the stadium, comprised of two Regent Emeritus seats and four additional seats;"

2. Except as provided in this Amendment, all capitalized terms used in this Amendment that are not otherwise defined shall have the meanings ascribed to such terms in the Agreement.
3. This Amendment embodies the entire agreement between University and Director with respect to the amendment of the Agreement. Except as specifically modified and amended herein, all of the terms set forth in the Agreement remain in full force and effect, including without limitation the other provisions of Exhibit B. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement.
4. This Amendment shall be governed by and in accordance with the substantive laws of the state of Michigan.

IN WITNESS WHEREOF, this Amendment is entered into as of the date first set forth above.

**UNIVERSITY OF MICHIGAN**

By: Mary Sue Coleman  
Mary Sue Coleman  
President

**DIRECTOR**

David A. Brandon  
David A. Brandon  
Athletic Director