



Employment Contract
between
MORA KANIM
HEAD VOLLEYBALL COACH
and
KENT STATE UNIVERSITY, Kent, Ohio

This Contract entered into this 1st day of July, 2004, by and between **Kent State University**, and **Mora Kanim**.

WHEREAS, **Kent State University** agrees that **Mora Kanim** (hereinafter referred to as "**Kanim**") shall be employed by **Kent State University** as its Head Volleyball coach; and

WHEREAS, the parties to this Contract desire to establish terms of employment not contained in the standard university employment Contract,

NOW, THEREFORE, in consideration of the above, the parties agree as follows:

1. The term of this Contract shall be for an initial period of three (3) years, to terminate on June 30, 2007.
2. The salary for fiscal year 2004-05 shall be a cash salary of \$54,900, and a deferred salary of \$5,100, totaling \$60,000 annually, effective July 1, 2004. Thereafter, beginning in 2005, on or about June 1 of each year, the salary will be reviewed by the Director of Intercollegiate Athletics. The Director shall recommend a salary to the President, consistent with the guidelines established by the Board of Trustees for the particular fiscal year. If salary increases were approved by the Board for the fiscal year as "across the board" or "cost of living" increases. **Kanim's** salary shall increase by not less than that amount. Increases for merit may be recommended at the discretion of the Director, based upon **Kanim's** performance, consistent with the Board guidelines. Any increases will be effective on the same date as the fiscal year salary adjustments are effective for non-faculty University employees.

In addition, **Kanim** shall receive a one-time payment of \$2,500 in July, 2004 for executing this Agreement. *pd 7/2004*

In addition to the salary listed above, should the Volleyball team win the regular season MAC Championship or participate in the NCAA tournament in a given year, **Kanim** shall receive that year a bonus equal to 1/12 of her annual salary for that year, minus all regular payroll deductions, for coaching her team to the requisite MAC wins or qualify for such an appearance.

Additionally, should **Kanim** accomplish any of the following achievements, she shall receive, minus all regular payroll deductions, the respective bonus amount indicated:

MAC Coach of the Year	-	\$1,000
NCAA District Coach of the Year	-	\$1,500
Each NCAA Tournament Win	-	\$1,500
MAC Final Four Tournament	-	\$1,000
Annual Team GPA of 3.0	-	\$500
Graduation Rate of 80%	-	\$500

3. A suitable automobile will be provided for **Kanim's** use consistent with the Athletic Department's Memorandum of Agreement regarding automobiles, which is incorporated herein by reference.
4. **Kanim** shall have primary recruiting, hiring, and dismissal authority for all assistant Volleyball coaches subject to the final approval of the Director of Intercollegiate Athletics and the President. In addition, **Kanim** shall have salary recommendation authority for all assistant Volleyball coaches, subject to the approval of the Director of Intercollegiate Athletics, within the aggregate amount determined by the President. The prerogatives granted to **Kanim** shall at all times be exercised consistent with University policy and procedure.

5. **Kanim** shall accrue vacation in accordance with normal University policy.
6. Subject to **Kanim's** continuing compliance with NCAA and University rules and regulations, if either party terminates this Agreement prior to June 30, 2007 except for cause as defined in Rule 3342-09(D)(2) of the Administrative Code as contained in the University Policy Register, the initiating party shall pay to the other the agreed upon early termination cost. If the University is the initiator, it shall pay the balance of the then in effect base salary due for the remaining term. If **Kanim** is the initiator, she shall pay the University in accordance with the declining scale below. In addition, **Kanim** agrees that she will not seek potential job prospects nor accept a position within the MAC nor will she seek job prospects with any other program during the term of this agreement. If, however, she is sought for a job prospect outside of the MAC, **Kanim** will not respond to such inquiries without the permission of the Director of Intercollegiate Athletics, with such permission not to be unreasonably withheld. Upon receipt of a firm job offer from outside the MAC, **Kanim** hereby grants the University the right to match the salary offer from the prospective employer. If the salary offer is not matched by the University, **Kanim** shall be relieved of the early termination costs outlined herein. Otherwise, **Kanim** or the prospective employer shall pay these costs in accordance with the following declining scale:
 - During the first year of the contract - 100% of the then base salary amount for the remaining term;
 - During the second year of the contract - 50% of the then annual base salary;
 - During the third year of the contract - 25% of the then annual base salary; and,
7. **Kanim** shall have the right to use the game film of all university Volleyball contests in connection with any television show, sanctioned and approved by the **Kent State University** that **Kanim** may be associated with, and for lectures and clinics, so long as she is Head Volleyball coach.
8. **Kanim** shall have the right during each year of the term of this Contract in which she holds the position of **Kent State University's** Head Volleyball Coach to:
 - a. Conduct a Volleyball Camp or School. **Kanim** shall be entitled to use the name of **Kent State University** in association with any Volleyball school or camp provided such camps are conducted in accordance with **Kent State University's** policies and procedures regarding facility rental, insurance, and additional staff compensation.
 - b. Participation in television and radio broadcasts, including commercial advertisements in the broadcast and print media; and produce, direct and/or appear in films; and participate in print ventures of all kinds; and
 - c. Conduct or appear in clinics of all types, both national and international; and
 - d. Negotiate and retain, as her sole property, all income derived from the endeavors specifically set forth herein, or for any and all personal service endeavors.

These endeavors, items a. through d., shall be conducted on *non-university* time unless approved in advance in writing by the Director of Intercollegiate Athletics, and create no obligation for **Kent State University** to ensure **Kanim** of such opportunities.
9. **Kanim** agrees to abide by all National Collegiate Athletic Association (hereinafter called "NCAA" rules, regulations and requirements, inclusive of but in no way limited to the following:
 - a. As required by NCAA regulations, a coach may be suspended for a period of time, without pay, or the coach's employment may be terminated if the coach is found to be involved in deliberate and serious violations of NCAA regulations.
 - b. **Kanim** shall, on an annual basis, report all athletic-related income from sources other than **Kent State University**, including but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs, endorsements or consultation Contracts with athletic shoe, apparel or equipment manufacturers. Such reporting shall be through the Director of Intercollegiate Athletics to the

President. If **Kanim** is found in violation of NCAA regulations, she shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedure.

10. Except for those terms contained herein to the contrary, all other conditions of this employment are contained in and controlled by any and all University and Administrative Policies and Procedures, as published in the University Register, and as may be added to or amended during the period of employment consistent with **Kent State University's** Constitution and Bylaws.
11. Notwithstanding other provisions herein, **Kent State University** may discipline **Kanim** up to and including termination of employment without further obligation if **Kanim** is found to have committed deliberate and serious violations of **Kent State University**, Mid-American Conference, NCAA rules and regulations, or committed the acts specified in rule 3342-6-09(D)(2) of the Ohio Administrative Code as contained in the University Policy Register.
12. Compensation is payable at the completion of each month of service. If employment is terminated before the end of the term, and such termination falls within the middle of any month, payment shall be prorated for the time of actual service. No allowance shall be made for any incomplete month of employment, other than is specified elsewhere in this Contract.
13. As earned, deferred salary will be contributed by **Kent State University** to the state retirement system for **Kanim** account.
14. This Contract, including the payment of salary, is conditional upon and subject to the continuing availability of funds and confirmation by the Board of Trustees of **Kent State University**. In this context, availability of funds refers to the overall funding of **Kent State University**.
15. This is the entire Contract between the parties and no other terms exist or shall be enforceable except as agreed in writing, and executed by the parties hereto. The terms of this Agreement may be amended upon the mutual agreement of the parties and a renegotiation may be requested by either party to which the other party may not unreasonably deny such request.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the date first set forth above.

Vicki L. Nadau
Witness

Mora Kanim
MORA KANIM

KENT STATE UNIVERSITY

Carol Cartwright
CAROL A. CARTWRIGHT, President

Laing Kennedy
LAING KENNEDY, Director of Athletics

[Signature]
Witness

[Signature]
Witness

**Employment Contract
between
HELEN W. KNULL
Assistant Field Hockey Coach
and
KENT STATE UNIVERSITY, Kent, Ohio**

This Contract entered into this 10th day of November, 2004, by and between **Kent State University**, and **Helen W. Knull**.

WHEREAS, **Kent State University** agrees that **Helen W. Knull** (hereinafter referred to as "**Knull**") shall continue to be employed by **Kent State University** as its Assistant Field Hockey Coach; and

WHEREAS, the parties to this Contract desire to establish terms of employment not contained in the standard university employment Contract,

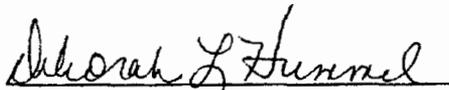
NOW, THEREFORE, in consideration of the above, the parties agree as follows:

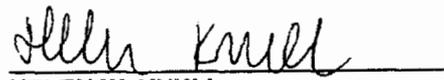
1. The term of this Contract shall be for a period of thirty two (32) months, beginning November 10, 2004, to terminate on June 30, 2007.
2. The initial salary shall be a total cash salary of \$27,375, and a deferred salary of \$2,625, totaling \$30,000 annually. Beginning in 2005, on or about June 1 of each year, the salary will be reviewed by the Director of Intercollegiate Athletics. The Director shall recommend a salary to the President, consistent with the guidelines established by the Board of Trustees for the particular fiscal year. If salary increases were approved by the Board for the fiscal year as "across the board" or "cost of living" increases, **Knull's** salary shall increase by not less than that amount. Increases for merit may be recommended at the discretion of the Director, based upon **Knull's** performance, consistent with the Board guidelines. Any increases will be effective on the same date as the fiscal year salary adjustments are effective for non-faculty University employees.
3. **Knull** shall not accrue vacation, but shall be granted 20 days paid leave per year upon the approval of the Director of Intercollegiate Athletics.
4. **Knull** agrees to abide by all National Collegiate Athletic Association (hereinafter called "**NCAA**") rules, regulations and requirements, inclusive of but in no way limited to the following:
 - a. As required by **NCAA** regulations, a coach may be suspended for a period of time, without pay, or the coach's employment may be terminated if the coach is found to be involved in deliberate and serious violations of **NCAA** regulations.
 - b. **Knull** shall, on an annual basis, report all athletic-related income from sources other than **Kent State University**, including but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs, endorsements or consultation Contracts with athletic shoe, apparel or equipment manufacturers. Such reporting shall be through the Director of Intercollegiate Athletics to the President. If **Knull** is found in violation of **NCAA** regulations, she shall be subject to disciplinary or corrective action as set forth in the provisions of the **NCAA** enforcement procedure.

Helen W Knull continued

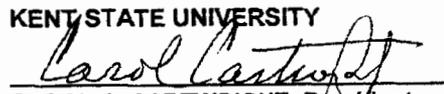
5. Subject to **Knull's** continuing compliance with **NCAA** and University rules and regulations, if either party terminates this Agreement prior to June 30, 2007 or any renewal period thereof, except for cause as defined in Rule 3342-09(D)(2) of the Administrative Code as contained in the University Policy Register, the initiating party shall pay to the other an amount equal to the balance of the salary due for the remaining amount of the term. In addition, **Knull** agrees that she will not seek potential job prospects within the MAC nor will she seek job prospects with any other program during the term of this agreement. If, however, she is sought for a job prospect within the MAC for a head coaching position or outside of the MAC for an equal or higher level position, **Knull** will not respond to such inquiries without the permission of the Director of Intercollegiate Athletics, with such permission not to be unreasonably withheld. Upon receipt of a firm job offer, which meets these criteria, **Kent State University** shall relieve **Knull** of the early termination costs outlined above. Otherwise, **Knull** or the prospective employer shall pay the termination costs.
6. Except for those terms contained herein to the contrary, all other conditions of this employment are contained in and controlled by any and all University and Administrative Policies and Procedures, as published in the University Register, and as may be added to or amended during the period of employment consistent with **Kent State University's** Constitution and Bylaws.
7. Notwithstanding other provisions herein, **Kent State University** may discipline **Knull** up to and including termination of employment without further obligation if **Knull** is found to have **committed deliberate and serious violations of Kent State University, Mid-American Conference, NCAA** rules and regulations, or committed the acts specified in rule 3342-6-09(D)(2) of the Ohio Administrative Code as contained in the University Policy Register.
8. Compensation is payable at the completion of each month of service. If employment is terminated before the end of the term, and such termination falls within the middle of any month, payment shall be prorated for the time of actual service. No allowance shall be made for any incomplete month of employment, other than is specified elsewhere in this Contract.
9. As earned, deferred salary will be contributed by **Kent State University** to the state retirement system for **Knull's** account, or, in the case an alternative retirement system is offered by **Kent State University**, elected by **Knull**, and amenable to the deferred contribution, such deferred salary will be contributed by **Kent State University** to such alternative system.
10. This Contract, including the payment of salary, is conditional upon and subject to the continuing availability of funds and confirmation by the Board of Trustees of **Kent State University**.
11. This is the entire Contract between the parties and no other terms exist or shall be enforceable except as agreed in writing, and executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the date first set forth above.


Witness


HELEN W. KNULL


Witness

KENT STATE UNIVERSITY

CAROL A. CARTWRIGHT, President


Witness


LAING E. KENNEDY, Director of Athletics

Employment Contract
between
Gary S. Waters
HEAD Men's BASKETBALL COACH
and
KENT STATE UNIVERSITY, Kent, Ohio

This Contract entered into this 29th day of JUNE, 2000, by and between Kent State University, and Gary S. Waters.

WHEREAS, Kent State University agrees that Gary S. Waters (hereinafter referred to as "Waters") shall be employed by Kent State University as its Head Men's Basketball Coach; and

WHEREAS, the parties to this Contract desire to establish terms of employment not contained in the standard university employment Contract,

NOW, THEREFORE, in consideration of the above, the parties agree as follows:

1. The term of this Contract shall be for a period of six (6) years, to terminate on March 30, 2006. This Contract shall automatically renew for an additional year if either of the following occur: Kent finishes .600 overall in MAC competition or finishes either in the top four of the Conference overall or in the top 2 in the East Division, if applicable. This renewal provision will continue to operate in future years in which these goals are met, up to a total contract term of seven (7) years at any one time.
2. The salary shall be as follows: a base salary of \$100,000 per year for coaching duties and a supplemental salary of \$25,000. for supplemental duties hereinafter delineated, for a total cash salary of \$114,375, and a deferred salary of \$10,675, totaling \$125,000 annually, which shall be payable beginning July 1, 2000 or as soon thereafter as the annual increases for non-faculty staff are paid. Beginning in 2001, on or about June 1 of each year, the salary and the deferred compensation account contribution will be reviewed by the Director of Intercollegiate Athletics. The Director shall recommend a salary and any additional deferred compensation account contribution to the President, consistent with the guidelines established by the Board of Trustees for the particular fiscal year. For fiscal year 01-02, Water's increase shall not be less than \$5,000 and for fiscal year 02-03, Water's increase shall not be less than \$5,000. If salary increases were approved by the Board for the fiscal year as "across the board" or "cost of living" increases, Waters's salary shall increase by not less than that amount. Increases for merit may be recommended at the discretion of the Director, based upon Waters's performance, consistent with the Board guidelines. Any increases will be effective on the same date as the fiscal year salary adjustments are effective for non-faculty University employees.

In addition to the salary listed above should the Men's Basketball team participate in the NCAA tournament in a given year, Waters shall receive that year a bonus equal to 10% of his annual salary for that year minus all regular payroll deductions for coaching his team to qualify for such an appearance.

Additionally, should Waters accomplish any of the following achievements, he shall receive, minus all regular payroll deductions, the respective bonus amount indicated:

MAC Coach of the Year - \$1,000
NCAA District Coach of the Year - \$1,500
MAC Regular Season Overall Champion - 5% of salary; or
if MAC East Division Champ only, 2.5%
MAC Tournament Champion - \$1,000
Appearance in MAC Final 4 - \$1,000
Appearance in MAC Final 2 - \$2,000
First Round NCAA Tournament Win - \$2,000
Second Round NCAA Tournament Win - \$4,000
Third Round NCAA Tournament Win - \$8,000
Fourth Round NCAA Tournament Win - \$16,000

NIT post season appearance - 5% of salary

1st NIT Win - \$1,000

2nd NIT Win - \$2,000

3rd NIT Win - \$4,000

4th NIT Win - \$8,000

NIT Champion - \$20,000

An overall team annual gpa of 2.50 - \$1,000.

Annual home appearance attendance average of 3,500 - \$1,500

20 Win Season - \$1,000

3. A suitable automobile will be provided for Waters's use consistent with the Athletic Department's Memorandum of Agreement regarding automobile's, which is incorporated herein by reference.
4. Waters shall have primary recruiting, hiring, and dismissal authority for all assistant Men's Basketball coaches subject to the final approval of the Director of Intercollegiate Athletics and the President. In addition, Waters shall have salary recommendation authority for all assistant Men's Basketball coaches, subject to the approval of the Director of Intercollegiate Athletics, within the aggregate amount determined by the President. The prerogatives granted to Waters shall at all times be exercised consistent with University policy and procedure.
5. Waters shall accrue vacation in accordance with normal University policies.
6. In addition to the duties of coaching men's basketball, Waters shall also have the following supplemental duties:
 - A. Develop and participate in fund raising opportunities which may benefit either men's basketball or the Department of Intercollegiate Athletics in general.
 - B. Provide his talents for on-air performance and off-air production for radio and/or television programs initiated by the Department of Intercollegiate Athletics. Waters agrees that he is ready and willing to provide such talent for such programs and is receiving compensation hereunder for such talents, but that nothing herein shall be construed as requiring Kent to undertake such programs, except in Kent's sole discretion.
 - C. Participate as requested by the Department of Intercollegiate Athletics in the design and implementation of Marketing and Promotions initiatives relative to awareness and attendance at basketball events.

The salary stated for these supplemental duties are in consideration of Waters being ready and willing to perform these supplemental duties and will be paid together with his monthly base salary regardless of whether or not he has had the opportunity to perform them.
7. Waters recognizes that his promise to work for the University for the entire term of this six year Contract is of the essence of this Contract to the University. Waters also recognizes that the University is making a highly valuable investment in his continued employment by entering into this Contract and its investment would be lost were he to resign or otherwise terminate his employment as Head Men's Basketball Coach with the University prior to the expiration of this Contract. Accordingly, Waters agrees that in the event he resigns or otherwise terminates his employment as Head Men's Basketball Coach, prior to the expiration of this Contract, and is employed or performing services for a person or institution other than the University, he will pay to the University as liquidated damages an amount equal to his Base and Supplemental Salary, less amounts that would otherwise be deducted or withheld from his Base and Supplemental Salary for income and PERS purposes, multiplied by the number of years (or portion(s) thereof) remaining on the Contract or \$225,000, whichever is less. Such liquidated damages amount may be waived by mutual agreement between Waters and the Director of Intercollegiate Athletics.
 - A). Subject to Waters's continuing compliance with NCAA and University rules and regulations, if the University terminates this Agreement prior to April 1, 2006 except for cause as defined in Rule 3342-09(D)(2) of the Administrative Code as contained in the University Policy Register, the University shall pay to Waters an amount equal to the balance of the Base and Supplemental Salary due for the

remaining amount of the term.

- B). In addition, **Waters** agrees that he will not seek potential job prospects nor accept a position within the MAC nor will he seek job prospects with any other program during the term of this agreement.
 - C). If, however, he is sought for a job prospect outside of the MAC, **Waters** will not respond to such inquiries without the permission of the Director of Intercollegiate Athletics, with such permission not to be unreasonably withheld.
 - D). Notwithstanding the foregoing, should **Waters** complete the 02-03 season, including post-season tournament play at the University without entertaining an employment offer nor an announcement of his accepting employment at any other entity, **Waters** shall receive a bonus of \$20,000.
 - E). Notwithstanding the foregoing, should **Waters** complete the 05-06 season, including post-season tournament play at the University without entertaining an employment offer nor an announcement of his accepting employment at any other entity, **Waters** shall receive the proceeds from a non-qualified deferred compensation fund established pursuant to this provision, which is incorporated herein by reference. The parties agree that, if desired, and still allowable pursuant to then current tax law, at the fifth year of this Agreement, the non-qualified deferred compensation agreement may be extended beyond the 05-06 season.
8. **Waters** shall have the right to use the game film of all university Men's Basketball contests in connection with any television show, sanctioned and approved by the Kent State University that **Waters** may be associated with, and for lectures and clinics, so long as he is Head Men's Basketball Coach.
9. **Waters** shall have the right during each year of the term of this Contract in which he holds the position of Kent State University's Head Men's Basketball Coach to:
- a. Conduct a Men's Basketball Camp or School. **Waters** shall be entitled to use the name of Kent State University in association with any Men's Basketball school or camp provided such camps are conducted in accordance with Kent State University's Sport Camp policies.
 - b. Participation in television and radio broadcasts, including commercial advertisements in the broadcast and print media; and produce, direct and/or appear in films; and participate in print ventures of all kinds; and
 - c. Conduct or appear in clinics of all types, both national and international; and
 - d. Negotiate and retain, as his sole property, all income derived from the endeavors specifically set forth herein, or for any and all personal service endeavors, except to the extent that such endeavors are included in the supplemental duties delineated above, in which case they may be conducted on University time.
- These endeavors, items a. through d., shall be conducted on *non-university* time unless approved in advance in writing by the Director of Intercollegiate Athletics, and create no obligation for Kent State University to ensure **Waters** such opportunities.
10. **Waters** agrees to abide by all National Collegiate Athletic Association (hereinafter called "NCAA" rules, regulations and requirements, inclusive of but in no way limited to the following:
- a. As required by NCAA regulations, a coach may be suspended for a period of time, without pay, or the coach's employment may be terminated if the coach is found to be involved in deliberate and serious violations of NCAA regulations.
 - b. **Waters** shall, on an annual basis, report all athletic-related income from sources other than Kent

State University, including but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs, endorsements or consultation Contracts with athletic shoe, apparel or equipment manufacturers. Such reporting shall be through the Director of Intercollegiate Athletics to the President. If Waters 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 procedure.

11. Except for those terms contained herein to the contrary, all other conditions of this employment are contained in and controlled by any and all University and Administrative Policies and Procedures, as published in the University Register, and as may be added to or amended during the period of employment consistent with Kent State University's Constitution and Bylaws.
12. Notwithstanding other provisions herein, Kent State University may discipline Waters up to and including termination of employment without further obligation if Waters is found to have committed deliberate and serious violations of Kent State University, Mid-American Conference, NCAA rules and regulations, or committed the acts specified in rule 3342-6-09(D)(2) of the Ohio Administrative Code as contained in the University Policy Register.
13. Compensation is payable at the completion of each month of service. If employment is terminated before the end of the term, and such termination falls within the middle of any month, payment shall be prorated for the time of actual service. No allowance shall be made for any incomplete month of employment, other than is specified elsewhere in this Contract.
14. As earned, deferred salary will be contributed by Kent State University to the state retirement system for Waters account.
15. It is understood and agreed that this Contract is for Waters assignment and performance as Head Men's Basketball Coach. While the supplemental duties contained in paragraph 6 may be amended from time to time by mutual agreement, reassignment to any other position at Kent State University which does include the title and functions of a Division I head men's basketball coach shall be a breach of this Contract by Kent State University the same as if Waters were terminated without cause.
16. This Contract, including the payment of salary, is conditional upon and subject to the continuing availability of funds and confirmation by the Board of Trustees of Kent State University.
17. This is the entire Contract between the parties and no other terms exist or shall be enforceable except as agreed in writing, and executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the date first set forth above.

Deborah L. Hummel

Witness

Vicki L. Nader

Witness

Martha H. Sharp

Witness

Vicki L. Nader

Witness

Gary S. Waters

GARY S. WATERS

KENT STATE UNIVERSITY

Carol Cartwright

CAROL A. CARTWRIGHT, President

Laing Kennedy

LAING KENNEDY, Director of Athletics

**Employment Contract
between
DEAN PEES
HEAD FOOTBALL COACH
and
KENT STATE UNIVERSITY, Kent, Ohio**

This Contract extension entered into this 1st day of December, 2003, by and between Kent State University, and Dean Pees.

WHEREAS, Kent State University agrees that Dean Pees (hereinafter referred to as "Pees") shall continue to be employed by Kent State University as its Head Football Coach; and

WHEREAS, the parties to this Contract desire to establish terms of employment not contained in the standard university employment Contract,

NOW, THEREFORE, in consideration of the above, the parties agree as follows:

1. The term of this Contract shall be for an period of three (3) years, beginning December 1, 2003, to terminate on Dec. 31, 2006. This Contract shall automatically renew for an additional year if either of the following occur: Kent finishes .625 overall in MAC competition or finishes in the top 2 in the East Division. This renewal provision will continue to operate in future years in which these goals are met, up to a total contract term of seven (7) years at any one time.
2. The initial salary shall be a total cash salary of \$112,929.41, and a deferred salary of \$10,490.71 totaling \$123,420.12. annually. Beginning in 2004, on or about June 1 of each year, the salary will be reviewed by the Director of Intercollegiate Athletics. The Director shall recommend a salary to the President, consistent with the guidelines established by the Board of Trustees for the particular fiscal year. If salary increases were approved by the Board for the fiscal year as "across the board" or "cost of living" increases, 's salary shall increase by not less than that amount. Increases for merit may be recommended at the discretion of the Director, based upon Pees' performance, consistent with the Board guidelines. Any increases will be effective on the same date as the fiscal year salary adjustments are effective for non-faculty University employees.

In addition to the salary listed above should the Football team achieve the following accomplishments, Pees shall receive a bonus of the listed amount, subject to all appropriate deductions:

Division Champion	-	\$5,000.
Conference Champion	-	\$10,000.
Bowl Appearance	-	\$12,000.
Accomplishing 15,000 average		
Home Attendance	-	5,000

3. A suitable automobile will be provided for Pees' use consistent with the Athletic Department's Memorandum of Agreement regarding automobiles, which is incorporated herein by reference.
4. Pees shall have primary recruiting, hiring, and dismissal authority for all assistant Football coaches subject to the final approval of the Director of Intercollegiate Athletics and the President. In addition, Pees shall have salary recommendation authority for all assistant football coaches, subject to the approval of the Director of Intercollegiate Athletics, within the aggregate amount determined by the President. The prerogatives granted to Pees shall at all times be exercised consistent with University policy and procedure.
5. Pees shall not accrue vacation , but shall be granted 20 days paid leave per year upon the approval of the Director of Intercollegiate Athletics.
6. In addition to the duties of coaching football. Pees shall also have the following supplemental duties:

- A. Develop and participate in fund-raising opportunities which may benefit either football or the Department of Intercollegiate Athletics in general.
 - B. Provide his talents for on-air performance and off-air production for radio and/or television programs initiated by the Department of Intercollegiate Athletics. Pees agrees that he is ready and willing to provide such talent for such programs and is receiving compensation hereunder for such talents, but that nothing herein shall be construed as requiring Kent to undertake such programs, except in Kent's sole discretion.
 - C. Participate as requested by the Department of Intercollegiate Athletics in the design and implementation of Marketing and Promotions initiatives relative to awareness and attendance at football events.
7. Subject to Pees continuing compliance with NCAA and University rules and regulations, if either party terminates this Agreement prior to Dec. 31, 2002 or any renewal period thereof, except for cause as defined in Rule 3342-09(D)(2) of the Administrative Code as contained in the University Policy Register, the initiating party shall pay to the other an amount equal to the balance of the salary due for the remaining amount of the term. In addition, Pees agrees that he will not seek potential job prospects nor accept a position within the MAC nor will he seek job prospects with any other program during the term of this agreement. If, however, he is sought for a job prospect outside of the MAC, Pees will not respond to such inquiries without the permission of the Director of Intercollegiate Athletics, with such permission not to be unreasonably withheld. Upon receipt of a firm job offer from outside the MAC, Pees hereby grants the University the right to match the salary offer from the prospective employer. If the salary offer is not matched by the University, Pees shall be relieved of the early termination costs outlined above. Otherwise, Pees or the prospective employer shall pay these costs.

Notwithstanding any of the foregoing, and in addition to any early termination costs defined above, should Pees accept other employment prior to the dates indicated below, he shall secure payment from such employment entity or pay from his personal funds, to Kent State University liquidated damages in the amount indicated:

- i). December 31, 2004 = \$250,000
- ii). December 31, 2005 = \$200,000
- iii). December 31, 2006 = \$200,000

Such liquidated damages amount may be waived by mutual agreement between Pees and the Director of Intercollegiate Athletics.

- 8. Pees shall have the right to use the game film of all university Football contests in connection with any television show, sanctioned and approved by the Kent State University that Pees may be associated with, and for lectures and clinics, so long as he is Head Football Coach.
- 9. Pees shall have the right during each year of the term of this Contract in which he holds the position of Kent State University's Head Football Coach to:
 - a. Conduct a Football Camp or School. Pees shall be entitled to use the name of Kent State University in association with any Football school or camp provided such camps are conducted in accordance with Kent State University's policies and procedures regarding facility rental, insurance, and additional staff compensation.
 - b. Participation in television and radio broadcasts, including commercial advertisements in the broadcast and print media; and produce, direct and/or appear in films; and participate in print ventures of all kinds, and

- c. Conduct or appear in clinics of all types, both national and international; and
- d. Negotiate and retain, as his sole property, all income derived from the endeavors specifically set forth herein, or for any and all personal service endeavors, except to the extent that such endeavors are included in the supplemental duties delineated above, in which case they may be conducted on University time.

These endeavors, items a. through d., shall be conducted on *non-university* time unless approved in advance in writing by the Director of Intercollegiate Athletics, and create no obligation for Kent State University to ensure Pees such opportunities.

- 10. Pees agrees to abide by all National Collegiate Athletic Association (hereinafter called "NCAA" rules, regulations and requirements, inclusive of but in no way limited to the following:
 - a. As required by NCAA regulations, a coach may be suspended for a period of time, without pay, or the coach's employment may be terminated if the coach is found to be involved in deliberate and serious violations of NCAA regulations.
 - b. Pees shall, on an annual basis, report all athletic-related income from sources other than Kent State University, including but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs, endorsements or consultation Contracts with athletic shoe, apparel or equipment manufacturers. Such reporting shall be through the Director of Intercollegiate Athletics to the President. If Pees 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 procedure.
- 11. Except for those terms contained herein to the contrary, all other conditions of this employment are contained in and controlled by any and all University and Administrative Policies and Procedures, as published in the University Register, and as may be added to or amended during the period of employment consistent with Kent State University's Constitution and Bylaws.
- 12. Notwithstanding other provisions herein, Kent State University may discipline Pees up to and including termination of employment without further obligation if Pees is found to have committed deliberate and serious violations of Kent State University, Mid-American Conference, NCAA rules and regulations, or committed the acts specified in rule 3342-6-09(D)(2) of the Ohio Administrative Code as contained in the University Policy Register.
- 13. Compensation is payable at the completion of each month of service. If employment is terminated before the end of the term, and such termination falls within the middle of any month, payment shall be prorated for the time of actual service. No allowance shall be made for any incomplete month of employment, other than is specified elsewhere in this Contract.
- 14. As earned, deferred salary will be contributed by Kent State University to the state retirement system for Pees account, or, in the case an alternative retirement system is offered by Kent State University, elected by Pees, and amenable to the deferred contribution, such deferred salary will be contributed by Kent State University to such alternative system.
- 15. This Contract, including the payment of salary, is conditional upon and subject to the continuing availability of funds and confirmation by the Board of Trustees of Kent State University.
- 16. This is the entire Contract between the parties and no other terms exist or shall be enforceable except as agreed in writing, and executed by the parties hereto. This contract replaces the employment agreement entered into on November 17, 2000.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the date first set forth above

Witness

Witness

Witness

Witness

DEAN PEES

KENT STATE UNIVERSITY

CAROL A. CARTWRIGHT, President

LAING KENNEDY, Director of Athletics

Employment Contract
Between
JAMES P. CHRISTIAN
Head Men's Basketball Coach
And
KENT STATE UNIVERSITY, Kent, Ohio

This Contract entered into this 1st day of April, 2006, by and between Kent State University, Kent, Ohio and **JAMES P. CHRISTIAN**.

WHEREAS, Kent State University agrees that **James P. Christian** (hereinafter referred to as "**CHRISTIAN**") shall be employed by **Kent State University** (hereinafter referred to as "**UNIVERSITY**") as its Head Men's Basketball Coach; and

WHEREAS, the parties to this Contract desire to establish terms of employment not contained in the standard university employment Contract,

NOW, THEREFORE, in consideration of the above, the parties agree as follows:

1. The term of this contract employing **CHRISTIAN** as the Head Men's Basketball Coach shall be for a period of seven (7) years and shall expire on March 31, 2013. However, the Contract will extend for one (1) additional year upon the occurrence of one of the following milestones during a given fiscal year: NIT or NCAA appearance; 20 win season; a team GPA greater than 2.80 AND attendance averages at least 3,500 per home contest; or appearance in the MAC semi-final tournament game.
2. The salary shall be as follows: a base salary of \$220,000 per year for coaching duties and a supplemental salary of \$30,000 for supplemental duties hereinafter delineated, for a total annual salary of \$250,000, with a deferred salary equal to the employee contribution to the retirement system and the remainder to be paid as a cash salary. Beginning in 2007, on or about June 1 of each year, the salary will be reviewed by the Director of Intercollegiate Athletics. The Director shall recommend a salary to the President, consistent with the guidelines established by the Board of Trustees for the particular fiscal year, but in no event shall the rate paid to **CHRISTIAN** fall below the top 33% of the salaries paid to Mid-American Conference Head Men's Basketball Coaches. If salary increases were approved by the Board for the fiscal year as "across the board" or "cost of living" increases, **CHRISTIAN'S** salary shall increase by not less than that amount. Increases for merit may be recommended at the discretion of the Director, based upon **CHRISTIAN'S** performance, consistent with the Board guidelines. Any increases will be effective on the same date as the fiscal year salary adjustments are effective for non-faculty **UNIVERSITY** employees.

In addition to the salary listed above should the Men's Basketball team participate in the NCAA tournament in a given year, **CHRISTIAN** shall receive that year a bonus equal to 10% of his annual salary for that year, minus all regular payroll deductions, for coaching his team to qualify for such an appearance.

Additionally, should **CHRISTIAN** accomplish any of the following achievements, he shall receive, minus all regular payroll deductions, the respective bonus amount indicated on or before May 1 of the year in which earned:

MAC Coach of the Year - \$1,000
NCAA District Coach of the Year - \$1,500
MAC Regular Season Overall Champion - 5% of salary; or
If MAC East Division Champ only, 2.5%
Appearance in MAC Final 4 - \$1,000
Appearance in MAC Final 2 - \$2,000
MAC Tournament Champion - \$1,000
First Round NCAA Tournament Win - \$3,000

Second Round NCAA Tournament Win - \$6,000
Third Round NCAA Tournament Win - \$12,000
Fourth Round NCAA Tournament Win - \$20,000
Final Round NCAA Tournament Win - To be determined by the University
NIT post-season appearance - 5% of salary
1st NIT Win - \$1,000
2nd NIT Win - \$2,000
3rd NIT Win - \$4,000
4th NIT Win - \$8,000
NIT Champion - \$20,000
An overall team annual GPA of 2.80 - \$1,000.
Annual home appearance attendance average of 3,500 - \$1,500
20 Win Season - \$1,000

3. A suitable automobile will be provided for **CHRISTIAN'S** use consistent with the Athletic Department's Memorandum of Agreement regarding automobiles, which is incorporated herein by reference.
4. **CHRISTIAN** shall have primary recruiting, hiring, and dismissal authority for all assistant men's basketball coaches subject to the final approval of the Director of Intercollegiate Athletics and the President. In addition, **CHRISTIAN** shall have salary recommendation authority for all assistant men's basketball coaches, subject to the approval of the Director of Intercollegiate Athletics, within the aggregate salary pool amount determined by the President. The prerogatives granted to **CHRISTIAN** shall at all times be exercised consistent with University policy and procedure.
5. **CHRISTIAN** shall not accrue vacation, but shall be granted 20 days paid leave per year upon the approval of the Director of Intercollegiate Athletics.
6. In addition to the duties of coaching men's basketball, **CHRISTIAN** shall also have the following supplemental duties:
 - a. Develop and participate in fund raising opportunities which may benefit either Men's Basketball or the Department of Intercollegiate Athletics in general.
 - b. Provide his talents for on-air performance and off-air production for radio and/or television programs initiated by the Department of Intercollegiate Athletics. **CHRISTIAN** agrees that he is ready and willing to provide such talent for such programs and is receiving compensation hereunder for such talents, but that nothing herein shall be construed as requiring the **UNIVERSITY** to undertake such programs, except in the **UNIVERSITY'S** sole discretion.
 - c. Participate as requested by the Department of Intercollegiate Athletics in the design and implementation of marketing and promotions initiatives relative to awareness and attendance at basketball events.

The salary stated for these supplemental duties are in consideration of **CHRISTIAN** being ready and willing to perform these supplemental duties and will be paid together with his monthly base salary regardless of whether or not he has had the opportunity to perform them.

7. **CHRISTIAN** recognizes that his promise to work for the **UNIVERSITY** for the entire term of this seven (7) year Contract is of the essence of this Contract to the **UNIVERSITY**. **CHRISTIAN** also recognizes that the **UNIVERSITY** is making a highly valuable investment in his continued employment by entering into this Contract and its investment would be lost were he to resign or otherwise terminate his employment as with the **UNIVERSITY** prior to the expiration of this Contract. Accordingly, **CHRISTIAN** agrees that in the event he resigns or otherwise terminates his employment, prior to the expiration of this Contract, and is employed or performing services for a person or institution other than the **UNIVERSITY**, he will pay to the **UNIVERSITY** as liquidated damages an amount equal to his base and supplemental salary, less amounts that would otherwise be deducted or withheld from his base and supplemental salary for employee contributions to the retirement system, multiplied by the number of years (or portion(s) thereof) remaining on the Contract.

- a. Subject to **CHRISTIAN'S** continuing compliance with NCAA and University rules and regulations, if either party terminates this Agreement prior to March 31, 2013 except for cause as defined in Rule 3342-09(D)(2) of the Administrative Code as contained in the University Policy Register, the initiating party shall pay to the other an amount equal to the balance of the salary due for the remaining amount of the term.
- b. In addition, **CHRISTIAN** agrees that he will not seek potential job prospects nor accept a position within the Mid-American Conference nor will he seek job prospects with any other program during the term of this agreement.
- c. If, however, he is sought for a job prospect outside of the Mid-American Conference, **CHRISTIAN** will not respond to such inquiries without the permission of the Director of Intercollegiate Athletics, with such permission not to be unreasonably withheld. It is understood that denying such requests for permission after May 1 of any given year, except in extraordinary circumstances about which **CHRISTIAN** will advise the Director of Intercollegiate Athletics, shall not be deemed unreasonable. Nor shall it be deemed unreasonable to deny permission at any time prior to April 1, 2007.
- d. Upon receipt of a firm job offer from outside the Mid-American Conference, **CHRISTIAN** hereby grants the **UNIVERSITY** the right to match the salary offer from the perspective employer.
 - i. If the salary offer is not matched by the **UNIVERSITY**, **CHRISTIAN** shall be relieved of the early termination costs outlined in paragraph 7a.
 - ii. Otherwise, **CHRISTIAN** or the prospective employer shall pay these costs.
- e. Notwithstanding any of the foregoing, and in addition to any early termination costs defined above, should **CHRISTIAN** accept other employment prior to March 31, 2013, he shall secure payment from such employment entity or pay from his personal funds, to the **UNIVERSITY** liquidated damages an amount equal to one year's base plus supplemental salary.

However, in a circumstance when other employment has been accepted AND communicated to the Director of Intercollegiate Athletics prior to April 15 of any given year, the liquidated damages shall be determined as follows:

2007: \$250,000 plus an amount equal to any increase in base and supplemental salary over \$250,000
 2008: \$200,000 plus an amount equal to any increase in base and supplemental salary over \$250,000
 2009: \$150,000 plus an amount equal to any increase in base and supplemental salary over \$250,000
 2010 and beyond: \$100,000 plus an amount equal to any increase in base and supplemental salary over \$250,000

Such liquidated damages amount may be waived by mutual agreement between **CHRISTIAN** and the Director of Intercollegiate Athletics. However, notwithstanding these liquidated damages, at anytime during his employment with the **UNIVERSITY** should **CHRISTIAN** agree to accept a non-coaching position at any entity within a one hundred fifty mile radius of the home residence of his minor daughter, all liquidated damages are hereby waived and no monies will be owed by **CHRISTIAN** to the **UNIVERSITY**.

- f. Permission pursuant to paragraph 7c above shall be conditioned upon the requestor agreeing, prior to the granting of such permission, to pay such liquidated damages to the **UNIVERSITY** should **CHRISTIAN** accept a position with the requestor.
- g. Notwithstanding the foregoing, should **CHRISTIAN** continue his employment at the **UNIVERSITY** without acceptance of an offer of employment or an announcement of his accepting an offer of employment through May 1, 2008, **CHRISTIAN** shall receive an additional bonus of \$30,000.

- h. Notwithstanding the foregoing, should CHRISTIAN continue his employment at the UNIVERSITY without acceptance of an offer of employment or an announcement of his accepting an offer of employment through May 1, 2010, CHRISTIAN shall receive an additional bonus of \$30,000.
8. CHRISTIAN shall have the right to use the game film of all university Men's Basketball contests in connection with any television show, sanctioned and approved by the UNIVERSITY that CHRISTIAN may be associated with, and for lectures and clinics, so long as he is the Head Men's Basketball Coach.
9. CHRISTIAN shall have the right during each year of the term of this Contract in which he holds the position of the UNIVERSITY'S Head Men's Basketball Coach to:
- a. Conduct a Men's Basketball Camp or School. CHRISTIAN shall be entitled to use the name of the UNIVERSITY in association with any Men's Basketball school or camp provided such camps are conducted in accordance with the UNIVERSITY'S Sport Camp policies.
 - b. Participation in television and radio broadcasts, including commercial advertisements in the broadcast and print media; and produce, direct and/or appear in films; and participate in print ventures of all kinds; and
 - c. Conduct or appear in clinics of all types, both national and international; and
 - d. Negotiate and retain, as his sole property, all income derived from the endeavors specifically set forth herein, or for any and all personal service endeavors, except to the extent that such endeavors are included in the supplemental duties delineated above, in which case they may be conducted on UNIVERSITY time.

These endeavors, items a. through d., shall be conducted on *non-university* time unless approved in advance in writing by the Director of Intercollegiate Athletics, and create no obligation for the UNIVERSITY to ensure CHRISTIAN such opportunities.

10. CHRISTIAN agrees to abide by all National Collegiate Athletic Association (hereinafter called "NCAA") rules, regulations and requirements, inclusive of but in no way limited to the following:
- a. As required by NCAA regulations, a coach may be suspended for a period of time, without pay, or the coach's employment may be terminated if the coach is found to be involved in deliberate and serious violations of NCAA regulations.
 - b. CHRISTIAN shall, on an annual basis, report all athletic-related income from sources other than the UNIVERSITY, including but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs, endorsements or consultation Contracts with athletic shoe, apparel or equipment manufacturers. Such reporting shall be through the Director of Intercollegiate Athletics to the President. If CHRISTIAN 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 procedure.
11. Except for those terms contained herein to the contrary, all other conditions of this employment are contained in and controlled by any and all University and Administrative Policies and Procedures, as published in the University Policy Register, and as may be added to or amended during the period of employment consistent with the UNIVERSITY'S Constitution and Bylaws.
12. Notwithstanding other provisions herein, the UNIVERSITY may discipline CHRISTIAN up to and including termination of employment without further obligation if CHRISTIAN is found to have committed deliberate and serious violations of the UNIVERSITY, Mid-American Conference, NCAA rules and regulations, or committed the acts specified in rule 3342-6-09(D)(2) of the Ohio Administrative Code as contained in the University Policy Register.

13. Compensation is payable at the completion of each month of service. If employment is terminated before the end of the term, and such termination falls within the middle of any month, payment shall be prorated for the time of actual service. No allowance shall be made for any incomplete month of employment, other than terms specified elsewhere in this Contract.
14. As earned, deferred salary will be contributed by the UNIVERSITY to the state retirement system or a state approved alternative retirement system for CHRISTIAN'S account.
15. It is understood and agreed that this Contract is for CHRISTIAN'S assignment and performance as the Head Men's Basketball Coach. While the supplemental duties contained in paragraph 6 may be amended from time to time by mutual agreement, reassignment to any other position at the UNIVERSITY which does not include the title and functions of a Division I head men's basketball coach shall be a breach of this Contract by the UNIVERSITY the same as if CHRISTIAN were terminated without cause.
16. This Contract, including the payment of salary, is conditional upon and subject to the continuing availability of funds and confirmation by the Board of Trustees of the UNIVERSITY.
17. This is the entire Contract between the parties and no other terms exist or shall be enforceable except as agreed in writing, and executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the date first set forth above

Deborah L. Hummel
 Witness

Vicki L. Maden
 Witness

[Signature]
 Witness

Vicki L. Maden
 Witness

[Signature]
 JAMES P. CHRISTIAN

KENT STATE UNIVERSITY

Carol Cartwright
 CAROL A. CARTWRIGHT, President

Laing Kennedy
 LAING KENNEDY, Director of Athletics

Employment Contract
Between
STAN HEATH
Head Men's BASKETBALL COACH
And
KENT STATE UNIVERSITY, Kent, Ohio

This Contract entered into this, 19th day of April, 2001, by and between **Kent State University**, and **STAN HEATH**.

WHEREAS, **Kent State University** agrees that **STAN HEATH** (hereinafter referred to as "**HEATH**") shall be employed by **Kent State University** as its Head Men's Basketball Coach; and

WHEREAS, the parties to this Contract desire to establish terms of employment not contained in the standard university employment Contract,

NOW, THEREFORE, in consideration of the above, the parties agree as follows:

1. The term of this Contract shall be for a period of five (5) years, to terminate on June 30, 2006. This Contract shall automatically renew for an additional year if either of the following occur: Kent finishes .600 overall in MAC competition or finishes either in the top four of the Conference overall or in the top two in the East Division, if applicable. This renewal provision will continue to operate in future years in which these goals are met, up to a total contract term of seven (7) years at any one time.
2. The salary shall be as follows: a base salary of \$ 90,000 per year for coaching duties and a supplemental salary of \$30,000 for supplemental duties hereinafter delineated, for a total cash salary of \$109,800, and a deferred salary of \$10,200, totaling \$120,000 annually. Beginning in 2002, on or about June 1 of each year, the salary will be reviewed by the Director of Intercollegiate Athletics. The Director shall recommend a salary to the President, consistent with the guidelines established by the Board of Trustees for the particular fiscal year, but in no event shall the rate paid to HEATH fall below the top 33% of the salaries paid to MAC Head Men's Basketball Coaches. For fiscal year 02-03, HEATH'S increase shall not be less than \$5,000 and for fiscal year 03-04, HEATH'S increase shall not be less than \$5,000. If salary increases were approved by the Board for the fiscal year as "across the board" or "cost of living" increases, HEATH'S salary shall increase by not less than that amount. Increases for merit may be recommended at the discretion of the Director, based upon HEATH'S performance, consistent with the Board guidelines. Any increases will be effective on the same date as the fiscal year salary adjustments are effective for non-faculty University employees.

In addition to the salary listed above should the Men's Basketball team participate in the NCAA tournament in a given year, HEATH shall receive that year a bonus equal to 10% of his annual salary for that year, minus all regular payroll deductions, for coaching his team to qualify for such an appearance.

Additionally, should HEATH accomplish any of the following achievements, he shall receive, minus all regular payroll deductions, the respective bonus amount indicated:

MAC Coach of the Year - \$1,000
NCAA District Coach of the Year - \$1,500
MAC Regular Season Overall Champion - 5% of salary; or
If MAC East Division Champ only, 2.5%
Appearance in MAC Final 4 - \$1,000
Appearance in MAC Final 2 - \$2,000
MAC Tournament Champion - \$1,000
First Round NCAA Tournament Win - \$2,000
Second Round NCAA Tournament Win - \$4,000
Third Round NCAA Tournament Win - \$8,000

Fourth Round NCAA Tournament Win - \$16,000
Final Round NCAA Tournament Win - To be determined by the University
NIT post-season appearance - 5% of salary
1st NIT Win - \$1,000
2nd NIT Win - \$2,000
3rd NIT Win - \$4,000
4th NIT Win - \$8,000
NIT Champion - \$20,000
An overall team annual GPA of 2.50 - \$1,000.
Annual home appearance attendance average of 3,500 - \$1,500
20 Win Season - \$1,000

3. A suitable automobile will be provided for **HEATH'S** use consistent with the Athletic Department's Memorandum of Agreement regarding automobile's, which is incorporated herein by reference.
4. **HEATH** shall have primary recruiting, hiring, and dismissal authority for all assistant Men's Basketball coaches subject to the final approval of the Director of Intercollegiate Athletics and the President. In addition, **HEATH** shall have salary recommendation authority for all assistant Men's Basketball coaches, subject to the approval of the Director of Intercollegiate Athletics, within the aggregate salary pool amount determined by the President. The prerogatives granted to **HEATH** shall at all times be exercised consistent with University policy and procedure.
5. **HEATH** shall not accrue vacation, but shall be granted 20 days paid leave per year upon the approval of the Director of Intercollegiate Athletics.
6. In addition to the duties of coaching men's basketball, **HEATH** shall also have the following supplemental duties:
 - A. Develop and participate in fund raising opportunities which may benefit either men's basketball or the Department of Intercollegiate Athletics in general.
 - B. Provide his talents for on-air performance and off-air production for radio and/or television programs initiated by the Department of Intercollegiate Athletics. **HEATH** agrees that he is ready and willing to provide such talent for such programs and is receiving compensation hereunder for such talents, but that nothing herein shall be construed as requiring Kent to undertake such programs, except in Kent's sole discretion.
 - C. Participate as requested by the Department of Intercollegiate Athletics in the design and implementation of Marketing and Promotions initiatives relative to awareness and attendance at basketball events.

The salary stated for these supplemental duties are in consideration of **HEATH** being ready and willing to perform these supplemental duties and will be paid together with his monthly base salary regardless of whether or not he has had the opportunity to perform them.

7. **HEATH** recognizes that his promise to work for the University for the entire term of this five (5) year Contract is of the essence of this Contract to the University. **HEATH** also recognizes that the University is making a highly valuable investment in his continued employment by entering into this Contract and its investment would be lost were he to resign or otherwise terminate his employment as Head Men's Basketball Coach with the University prior to the expiration of this Contract. Accordingly, **HEATH** agrees that in the event he resigns or otherwise terminates his employment as Head Men's Basketball Coach, prior to the expiration of this Contract, and is employed or performing services for a person or institution other than the University, he will pay to the University as liquidated damages an amount equal to his Base and Supplemental Salary, less amounts that would otherwise be deducted or withheld from his Base and Supplemental Salary for income and PERS purposes, multiplied by the number of years (or portion(s) thereof) remaining on the Contract.
 - A). Subject to **HEATH'S** continuing compliance with NCAA and University rules and regulations, if either party terminates this Agreement prior to April 1, 2006 except for cause as defined in Rule 3342-09(D)(2) of the Administrative Code as contained in the University Policy Register, the initiating party shall pay to the other an amount equal to the balance of the salary due for the remaining amount of the term.

- B). In addition, **HEATH** agrees that he will not seek potential job prospects nor accept a position within the MAC nor will he seek job prospects with any other program during the term of this agreement.
- C). If, however, he is sought for a job prospect outside of the MAC, **HEATH** will not respond to such inquiries without the permission of the Director of Intercollegiate Athletics, with such permission not to be unreasonably withheld. It is understood that denying such requests for permission after June 1 of any given year, except in extraordinary circumstances about which **HEATH** will advise the Director of Intercollegiate Athletics, shall not be deemed unreasonable.
- D). Upon receipt of a firm job offer from outside the MAC, **HEATH** hereby grants the University the right to match the salary offer from the prospective employer.
- i). If the salary offer is not matched by the University, **HEATH** shall be relieved of the early termination costs outlined above in paragraph 7A.
- ii). Otherwise, **HEATH** or the prospective employer shall pay these costs.
- E). Notwithstanding any of the foregoing, and in addition to any early termination costs defined above, should **HEATH** accept other employment prior to the dates indicated below, he shall secure payment from such employment entity or pay from his personal funds, to Kent State University liquidated damages in the amount indicated:
- i). April 1, 2002 = \$250,000
- ii). April 1, 2003 = \$200,000
- iii). April 1, 2004 = \$150,000
- iv). April 1, 2005 = \$100,000
- v). April 1, 2006 = \$50,000

Such liquidated damages amount may be waived by mutual agreement between **HEATH** and the Director of Intercollegiate Athletics.

- F). Notwithstanding the foregoing, should **HEATH** complete the 04 - 05 season, including post-season tournament play at the University without entertaining an employment offer nor an announcement of his accepting employment at any other entity, **HEATH** shall receive a bonus of \$20,000.
8. **HEATH** shall have the right to use the game film of all university Men's Basketball contests in connection with any television show, sanctioned and approved by the Kent State University that **HEATH** may be associated with, and for lectures and clinics, so long as he is Head Men's Basketball Coach.
9. **HEATH** shall have the right during each year of the term of this Contract in which he holds the position of Kent State University's Head Men's Basketball Coach to:
- a. Conduct a Men's Basketball Camp or School. **HEATH** shall be entitled to use the name of Kent State University in association with any Men's Basketball school or camp provided such camps are conducted in accordance with Kent State University's Sport Camp policies.
- b. Participation in television and radio broadcasts, including commercial advertisements in the broadcast and print media, and produce, direct and/or appear in films; and participate in print ventures of all kinds; and
- c. Conduct or appear in clinics of all types, both national and international; and

- d. Negotiate and retain, as his sole property, all income derived from the endeavors specifically set forth herein, or for any and all personal service endeavors, except to the extent that such endeavors are included in the supplemental duties delineated above, in which case they may be conducted on University time.

These endeavors, items a. through d., shall be conducted on *non-university* time unless approved in advance in writing by the Director of Intercollegiate Athletics, and create no obligation for Kent State University to ensure HEATH such opportunities.

10. HEATH agrees to abide by all National Collegiate Athletic Association (hereinafter called "NCAA" rules, regulations and requirements, inclusive of but in no way limited to the following:
 - a. As required by NCAA regulations, a coach may be suspended for a period of time, without pay, or the coach's employment may be terminated if the coach is found to be involved in deliberate and serious violations of NCAA regulations.
 - b. HEATH shall, on an annual basis, report all athletic-related income from sources other than Kent State University, including but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs, endorsements or consultation Contracts with athletic shoe, apparel or equipment manufacturers. Such reporting shall be through the Director of Intercollegiate Athletics to the President. If HEATH 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 procedure.
11. Except for those terms contained herein to the contrary, all other conditions of this employment are contained in and controlled by any and all University and Administrative Policies and Procedures, as published in the University Register, and as may be added to or amended during the period of employment consistent with Kent State University's Constitution and Bylaws.
12. Notwithstanding other provisions herein, Kent State University may discipline HEATH up to and including termination of employment without further obligation if HEATH is found to have committed deliberate and serious violations of Kent State University, Mid-American Conference, NCAA rules and regulations, or committed the acts specified in rule 3342-6-09(D)(2) of the Ohio Administrative Code as contained in the University Policy Register.
13. Compensation is payable at the completion of each month of service. If employment is terminated before the end of the term, and such termination falls within the middle of any month, payment shall be prorated for the time of actual service. No allowance shall be made for any incomplete month of employment, other than is specified elsewhere in this Contract.
14. As earned, deferred salary will be contributed by Kent State University to the state retirement system or a state approved alternative retirement system for HEATH'S account.
15. It is understood and agreed that this Contract is for HEATH'S assignment and performance as Head Men's Basketball Coach. While the supplemental duties contained in paragraph 6 may be amended from time to time by mutual agreement, reassignment to any other position at Kent State University which does include the title and functions of a Division I head men's basketball coach shall be a breach of this Contract by Kent State University the same as if HEATH were terminated without cause.
16. This Contract, including the payment of salary, is conditional upon and subject to the continuing availability of funds and confirmation by the Board of Trustees of Kent State University.
17. This is the entire Contract between the parties and no other terms exist or shall be enforceable except as agreed in writing, and executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the date first set forth above

Debbie Delonghi
Witness

Denise M. DeHass
Witness

Stan Heath
STAN HEATH

Debbie Delonghi
Witness

Deborah L. Hummel
Witness

KENT STATE UNIVERSITY

Carol Cartwright
CAROL A. CARTWRIGHT, President

Laing E. Kennedy
LAING KENNEDY, Director of Athletics

2012

**Employment Contract
Between
BRICE R. BIGGIN
HEAD WOMEN'S GYMNASTICS COACH
And
KENT STATE UNIVERSITY, Kent, Ohio**

This Contract entered into this 1st day of October 2009, by and between **Kent State University**, and **Brice R. Biggin**.

WHEREAS, **Kent State University** agrees that **Brice R. Biggin** (hereinafter referred to as "**Biggin**") shall be employed by **Kent State University** as its HEAD WOMEN'S GYMNASTICS COACH; and

WHEREAS, the parties to this Contract desire to establish terms of employment not contained in the standard university employment Contract,

NOW, THEREFORE, in consideration of the above, the parties agree as follows:

1. The term of this contract shall be for three (3) years, terminating on June 30, 2012.
2. The salary shall be a total of \$64,480, with a deferred salary equal to the employee contribution to the state retirement system or a state-approved alternative retirement system and the remainder to be paid as a cash salary. Thereafter, beginning in 2009, on or about August 1 of each year, the salary will be reviewed by the Director of Intercollegiate Athletics. The Director shall recommend a salary to the President, consistent with the guidelines established by the Board of Trustees for the particular fiscal year. If salary increases were approved by the Board for the fiscal year as "across the board" or "cost of living" increases, **Biggin's** salary shall increase by not less than that amount. Increases for merit may be recommended at the discretion of the Director, based upon **Biggin's** performance, consistent with the Board guidelines. Any increases will be effective on the same date as the fiscal year salary adjustments are effective for non-faculty University employees.
3. Additionally, should **Biggin** accomplish any of the following achievements, he shall receive, minus all regular payroll deductions, the respective bonus amount indicated:

MAC Regular Season Champion	\$ 500
MAC Coach of the Year	\$1,000
MAC Tournament Champ	\$1,000
Advance team to Regionals	\$ 500
NCAA One or more Athletes to NCAA Championship	\$ 500
Finish in Top 10 at NCAA Championship	\$2,000
Finish in Top 5 at NCAA Championship	\$5,000
Annual Team GPA of 3.0 & above	\$ 500
APR (Academic Progress Rate of 1000)	\$ 500
GSR (Graduate Success Rate) 80%	\$ 500

4. A suitable automobile will be provided for **Biggin's** use consistent with the Athletic Department's Memorandum of Agreement regarding automobiles, which is incorporated herein by reference.
5. **Biggin** shall have primary recruiting, hiring, and dismissal authority for all coaching staff within the WOMEN'S GYMNASTICS program subject to the final approval of the Director of Intercollegiate Athletics and the President. In addition, **Biggin** shall have salary recommendation authority for all coaching staff within the WOMEN'S GYMNASTICS program, subject to the approval of the Director of Intercollegiate Athletics, within the aggregate amount determined by the President. The prerogatives granted to **Biggin** shall at all times be exercised consistent with University policy and procedure.

6. **Biggin** shall not accrue vacation in accordance with normal University policy, but shall be granted 20 days paid vacation leave upon approval of direct supervisor and the Director of Intercollegiate Athletics.

7. Subject to **Biggin's** continuing compliance with NCAA and University rules and regulations, if either party terminates this Agreement prior to June 30, 2012, except if such termination is initiated by the University for cause as defined in Rule 3342-6-05(D) (2) of the Administrative Code as contained in the University Policy Register, the initiating party shall pay to the other as the cost of early termination the amount indicated below. **Biggin** agrees that he will not seek potential job prospects nor accept a position within the MAC nor will he seek job prospects with any other program during the term of this agreement. If, however, he is sought for a job prospect outside of the MAC, **Biggin** will not respond to such inquiries without the permission of the Director of Intercollegiate Athletics, with such permission not to be unreasonably withheld.
 - A. Early termination costs:

Prior to June 30, 2010	-	100% of the annual base salary
Prior to June 30, 2011	-	75% of the annual base salary
Prior to June 30, 2012	-	50% of the annual base salary
Prior to the end of the 2012 season	-	25% of the annual base salary

8. **Biggin** shall have the right to use the game film of all University WOMEN'S GYMNASTICS contests in connection with any television show, sanctioned and approved by the Kent State University that **Biggin** may be associated with, and for lectures and clinics, so long as he is the HEAD WOMEN'S GYMNASTICS COACH.

9. **Biggin** shall have the right during each year of the term of this Contract in which he holds the position of Kent State University's HEAD WOMEN'S GYMNASTICS COACH to:
 - a. Conduct a WOMEN'S GYMNASTICS camp and/or clinic. **Biggin** shall be entitled to use the name of Kent State University in association with any WOMEN'S GYMNASTICS camp and/or clinic provided such camp/clinic are conducted in accordance with Kent State University's and Kent State Athletic policies and procedures regarding conducting a camp/clinic, facility charges, insurance, and additional staff compensation.
 - b. Participation in television and radio broadcasts, including commercial advertisements in the broadcast and print media; and produce, direct and/or appear in films; and participate in print ventures of all kinds; and
 - c. Conduct or appear in camps/clinics of all types, both national and international; and
 - d. Negotiate and retain, as **Biggin's** sole property, all net income derived from the endeavors specifically set forth herein, or for any and all personal service endeavors. Net camp/clinic proceeds will be paid as directed by **Biggin**. Net camp/clinic proceeds as defined as gross receipts minus all expenses, including facility charges, insurance and additional staff compensation.

These endeavors, items 8a. through 8d., shall be conducted on *non-university* time unless approved in advance in writing by the Director of Intercollegiate Athletics, and create no obligation for Kent State University to ensure **Biggin** of such opportunities.

10. **Biggin** agrees to abide by all National Collegiate Athletic Association (hereinafter called "NCAA" rules, regulations and requirements), inclusive of but in no way limited to the following:
 - a. As required by NCAA regulations, a coach may be suspended for a period of time, without pay, or the coach's employment may be terminated if the coach is found to be involved in deliberate and serious violations of NCAA regulations.

- b. **Biggin** shall, on an annual basis, report all athletic-related income from sources other than **Kent State University**, including but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs, endorsements or consultation Contracts with athletic shoe, apparel or equipment manufacturers. Such reporting shall be through the Director of Intercollegiate Athletics to the President. If **Biggin** 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 procedure.
11. Except for those terms contained herein to the contrary, all other conditions of this employment are contained in and controlled by any and all University and Administrative Policies and Procedures, as published in the University Policy Register, and as may be added to or amended during the period of employment consistent with **Kent State University's** Constitution and Bylaws.
 12. Notwithstanding other provisions herein, **Kent State University** may discipline **Biggin** up to and including termination of employment without further obligation if **Biggin** is found to have committed deliberate and serious violations of **Kent State University** policies, Athletic Department policies and procedures, Mid-American Conference policies, NCAA rules and regulations, or committed the acts specified in rule 3342-6-05(D) (2) of the Ohio Administrative Code as contained in the University Policy Register.
 13. Compensation is payable at the completion of each month of service. If employment is terminated before the end of the term, and such termination falls within the middle of any month, payment shall be prorated for the time of actual service. No allowance shall be made for any incomplete month of employment, other than is specified elsewhere in this Contract.
 14. As earned, deferred salary will be contributed by **Kent State University** to the retirement system for **Biggin's** account.
 15. This Contract, including the payment of salary, is conditional upon and subject to the continuing availability of funds and confirmation by the Board of Trustees of **Kent State University**. In this context, availability of funds refers to the overall funding of **Kent State University**.
 16. This is the entire Contract between the parties and no other terms exist or shall be enforceable except as agreed in writing, and executed by the parties hereto. The terms of this Agreement may be amended upon the mutual agreement of the parties and a renegotiation may be requested by either party to which the other party may not unreasonably deny such request.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the date first set forth above.

Robert Datz
Witness

Brice R. Biggin
BRICE R. BIGGIN

Anthony O'Connell
Witness

KENT STATE UNIVERSITY:
Lester A. Lefton
LESTER A. LEFTON, President

Elizabeth Lott
Witness

Laing Kennedy
LAING KENNEDY, Director of Athletics

2012

**Employment Contract
Between
KATHLEEN S. SCHANNE
HEAD FIELD HOCKEY COACH
And
KENT STATE UNIVERSITY, Kent, Ohio**

This Contract entered into this 8th day of September 2008, by and between Kent State University, and Kathleen S. Schanne.

WHEREAS, Kent State University agrees that Kathleen S. Schanne (hereinafter referred to as "Schanne") shall be employed by Kent State University as its HEAD FIELD HOCKEY COACH; and

WHEREAS, the parties to this Contract desire to establish terms of employment not contained in the standard university employment Contract,

NOW, THEREFORE, in consideration of the above, the parties agree as follows:

1. The term of this contract shall be for four (4) years, terminating on June 30, 2012.
2. The salary shall be a total of \$60,000, with a deferred salary equal to the employee contribution to the state retirement system or a state-approved alternative retirement system and the remainder to be paid as a cash salary beginning September 1, 2008. Thereafter, beginning in 2009, on or about August 1 of each year, the salary will be reviewed by the Director of Intercollegiate Athletics. The Director shall recommend a salary to the President, consistent with the guidelines established by the Board of Trustees for the particular fiscal year. If salary increases were approved by the Board for the fiscal year as "across the board" or "cost of living" increases, Schanne's salary shall increase by not less than that amount. Increases for merit may be recommended at the discretion of the Director, based upon Schanne's performance, consistent with the Board guidelines. Any increases will be effective on the same date as the fiscal year salary adjustments are effective for non-faculty University employees.
3. Additionally, should Schanne accomplish any of the following achievements, she shall receive, minus all regular payroll deductions, the respective bonus amount indicated:

MAC Regular Season Champion	\$1,000 ✓
MAC Coach of the Year	\$1,000 ✓
MAC Tournament Champ	\$1,500 ✓
NCAA Play-in Game	\$ 500
NCAA Tournament Win	\$1,500/game
NCAA Regional Coach of the Year	\$1,000
Annual Team GPA of 3.0 & above	\$ 500 ✓

4. A suitable automobile will be provided for Schanne's use consistent with the Athletic Department's Memorandum of Agreement regarding automobiles, which is incorporated herein by reference.
5. Schanne shall have primary recruiting, hiring, and dismissal authority for all coaching staff within the field hockey program subject to the final approval of the Director of Intercollegiate Athletics and the President. In addition, Schanne shall have salary recommendation authority for all coaching staff within the field hockey program, subject to the approval of the Director of Intercollegiate Athletics, within the aggregate amount determined by the President. The prerogatives granted to Schanne shall at all times be exercised consistent with University policy and procedure.
6. Schanne shall not accrue vacation in accordance with normal University policy, but shall be granted 20 days paid vacation leave upon approval of direct supervisor and the Director of Intercollegiate Athletics.

7. Subject to Schanne's continuing compliance with NCAA and University rules and regulations, if either party terminates this Agreement prior to June 30, 2012, except if such termination is initiated by the University for cause as defined in Rule 3342-6-05(D) (2) of the Administrative Code as contained in the University Policy Register, the initiating party shall pay to the other as the cost of early termination the amount indicated below. Schanne agrees that she will not seek potential job prospects nor accept a position within the MAC nor will she seek job prospects with any other program during the term of this agreement. If, however, she is sought for a job prospect outside of the MAC, Schanne will not respond to such inquiries without the permission of the Director of Intercollegiate Athletics, with such permission not to be unreasonably withheld.

A. Early termination costs:

Prior to June 30, 2009	-	100% of the annual base salary
Prior to June 30, 2010	-	75% of the annual base salary
Prior to June 30, 2011	-	50% of the annual base salary
Prior to the end of the 2012 season	-	25% of the annual base salary

8. Schanne shall have the right to use the game film of all University Field hockey contests in connection with any television show, sanctioned and approved by the Kent State University that Schanne may be associated with, and for lectures and clinics, so long as she is the HEAD FIELD HOCKEY COACH.
9. Schanne shall have the right during each year of the term of this Contract in which she holds the position of Kent State University's HEAD FIELD HOCKEY COACH to:
- Conduct a field hockey camp and/or clinic. Schanne shall be entitled to use the name of Kent State University in association with any field hockey camp and/or clinic provided such camp/clinic are conducted in accordance with Kent State University's and Kent State Athletic policies and procedures regarding conducting a camp/clinic, facility charges, insurance, and additional staff compensation.
 - Participation in television and radio broadcasts, including commercial advertisements in the broadcast and print media; and produce, direct and/or appear in films; and participate in print ventures of all kinds; and
 - Conduct or appear in camps/clinics of all types, both national and international; and
 - Negotiate and retain, as Schanne's sole property, all net income derived from the endeavors specifically set forth herein, or for any and all personal service endeavors. Net camp/clinic proceeds will be paid as directed by Schanne. Net camp/clinic proceeds as defined as gross receipts minus all expenses, including facility charges, insurance and additional staff compensation.

These endeavors, items ⁹8a. through ⁹8d., shall be conducted on *non-university* time unless approved in advance in writing by the Director of Intercollegiate Athletics, and create no obligation for Kent State University to ensure Schanne of such opportunities.

10. Schanne agrees to abide by all National Collegiate Athletic Association (hereinafter called "NCAA" rules, regulations and requirements), inclusive of but in no way limited to the following:
- As required by NCAA regulations, a coach may be suspended for a period of time, without pay, or the coach's employment may be terminated if the coach is found to be involved in deliberate and serious violations of NCAA regulations.
 - Schane shall, on an annual basis, report all athletic-related income from sources other than Kent State University, including but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs, endorsements or consultation Contracts with

athletic shoe, apparel or equipment manufacturers. Such reporting shall be through the Director of Intercollegiate Athletics to the President. If Schanne is found in violation of NCAA regulations, she shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedure.

11. Except for those terms contained herein to the contrary, all other conditions of this employment are contained in and controlled by any and all University and Administrative Policies and Procedures, as published in the University Policy Register, and as may be added to or amended during the period of employment consistent with **Kent State University's** Constitution and Bylaws.
12. Notwithstanding other provisions herein, **Kent State University** may discipline Schanne up to and including termination of employment without further obligation if Schanne is found to have committed deliberate and serious violations of **Kent State University** policies, Athletic Department policies and procedures, Mid-American Conference policies, NCAA rules and regulations, or committed the acts specified in rule 3342-6-05(D) (2) of the Ohio Administrative Code as contained in the University Policy Register.
13. Compensation is payable at the completion of each month of service. If employment is terminated before the end of the term, and such termination falls within the middle of any month, payment shall be prorated for the time of actual service. No allowance shall be made for any incomplete month of employment, other than is specified elsewhere in this Contract.
14. As earned, deferred salary will be contributed by **Kent State University** to the retirement system for Schanne's account.
15. This Contract, including the payment of salary, is conditional upon and subject to the continuing availability of funds and confirmation by the Board of Trustees of **Kent State University**. In this context, availability of funds refers to the overall funding of **Kent State University**.
16. This is the entire Contract between the parties and no other terms exist or shall be enforceable except as agreed in writing, and executed by the parties hereto. The terms of this Agreement may be amended upon the mutual agreement of the parties and a renegotiation may be requested by either party to which the other party may not unreasonably deny such request.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the date first set forth above.

Deborah Day
Witness

Kathleen S. Schanne
KATHLEEN S. SCHANNE

Vicki L. Mader
Witness

KENT STATE UNIVERSITY:
Lester A. Lefton
LESTER A. LEFTON, President

Deborah Day
Witness

Laing E. Kennedy
LAING KENNEDY, Director of Athletics

COLIN

2012

Employment Contract
Between
JAMES A. ANDRASSY
HEAD WRESTLING COACH
And
KENT STATE UNIVERSITY, Kent, Ohio

This Contract entered into this 1st day of September 2009, by and between **Kent State University**, and **James A. Andrassy**.

WHEREAS, **Kent State University** agrees that **James A. Andrassy** (hereinafter referred to as "**Andrassy**") shall be employed by **Kent State University** as its **HEAD WRESTLING COACH**; and

WHEREAS, the parties to this Contract desire to establish terms of employment not contained in the standard university employment Contract,

NOW, THEREFORE, in consideration of the above, the parties agree as follows:

1. The term of this contract shall be for three (3) years, terminating on June 30, 2012.
2. The salary shall be a total of \$57,000, with a deferred salary equal to the employee contribution to the state retirement system or a state-approved alternative retirement system and the remainder to be paid as a cash salary beginning September 1, 2009. Thereafter, beginning in 2009, on or about September 1 of each year, the salary will be reviewed by the Director of Intercollegiate Athletics. If salary increases were approved by the Board for the fiscal year as "across the board" or "cost of living" increases, **Andrassy's** salary shall increase by not less than that amount. Increases for merit may be recommended at the discretion of the Director, based upon **Andrassy's** performance, consistent with the Board guidelines. Any increases will be effective on the same date as the fiscal year salary adjustments are effective for non-faculty University employees. In addition, for each of the next 3 years, beginning on September 1, 2009, **Andrassy** shall receive a retention payment of \$5,000 added to his base salary.
3. Additionally, should **Andrassy** accomplish any of the following achievements, he shall receive, minus all regular payroll deductions, the respective bonus amount indicated:

MAC Regular Season Champion	\$ 500
MAC Coach of the Year	\$1,000
MAC Tournament Champ	\$1,000
NCAA One or more Athletes to	
NCAA Championship	\$ 500
Finish in Top 10 at NCAA Championship	\$2,000
Finish in Top 5 at NCAA Championship	\$5,000
Annual Team GPA of 3.0 & above	\$ 500
APR (Academic Progress Rate of 1000)	\$ 500
GSR (Graduate Success Rate) 80%	\$ 500

4. A suitable automobile will be provided for **Andrassy's** use consistent with the Athletic Department's Memorandum of Agreement regarding automobiles, which is incorporated herein by reference.
5. **Andrassy** shall have primary recruiting, hiring, and dismissal authority for all coaching staff within the **WRESTLING** program subject to the final approval of the Director of Intercollegiate Athletics and the President. In addition, **Andrassy** shall have salary recommendation authority for all coaching staff within the **WRESTLING** program, subject to the approval of the Director of Intercollegiate Athletics, within the aggregate amount determined by the President. The prerogatives granted to **Andrassy** shall at all times be exercised consistent with University policy and procedure.

6. **Andrassy** shall not accrue vacation in accordance with normal University policy, but shall be granted 20 days paid vacation leave upon approval of direct supervisor and the Director of Intercollegiate Athletics.

7. Subject to **Andrassy's** continuing compliance with NCAA and University rules and regulations, if either party terminates this Agreement prior to June 30, 2012, except if such termination is initiated by the University for cause as defined in Rule 3342-6-05(D) (2) of the Administrative Code as contained in the University Policy Register, the initiating party shall pay to the other as the cost of early termination the amount indicated below. **Andrassy** agrees that she will not seek potential job prospects nor accept a position within the MAC nor will she seek job prospects with any other program during the term of this agreement. If, however, she is sought for a job prospect outside of the MAC, **Andrassy** will not respond to such inquiries without the permission of the Director of Intercollegiate Athletics, with such permission not to be unreasonably withheld.

A. Early termination costs:

Prior to June 30, 2010	-	100% of the annual base salary
Prior to June 30, 2011	-	75% of the annual base salary
Prior to June 30, 2012	-	50% of the annual base salary
Prior to the end of the 2012 season	-	25% of the annual base salary

8. **Andrassy** shall have the right to use the game film of all University WRESTLING contests in connection with any television show, sanctioned and approved by the Kent State University that **Andrassy** may be associated with, and for lectures and clinics, so long as she is the HEAD WRESTLING COACH.

9. **Andrassy** shall have the right during each year of the term of this Contract in which she holds the position of Kent State University's HEAD WRESTLING COACH to:

- a. Conduct a WRESTLING camp and/or clinic. **Andrassy** shall be entitled to use the name of Kent State University in association with any WRESTLING camp and/or clinic provided such camp/clinic are conducted in accordance with Kent State University's and Kent State Athletic policies and procedures regarding conducting a camp/clinic, facility charges, insurance, and additional staff compensation.
- b. Participation in television and radio broadcasts, including commercial advertisements in the broadcast and print media; and produce, direct and/or appear in films; and participate in print ventures of all kinds; and
- c. Conduct or appear in camps/clinics of all types, both national and international; and
- d. Negotiate and retain, as **Andrassy's** sole property, all net income derived from the endeavors specifically set forth herein, or for any and all personal service endeavors. Net camp/clinic proceeds will be paid as directed by **Andrassy**. Net camp/clinic proceeds as defined as gross receipts minus all expenses, including facility charges, insurance and additional staff compensation.

These endeavors, items 8a. through 8d., shall be conducted on *non-university* time unless approved in advance in writing by the Director of Intercollegiate Athletics, and create no obligation for Kent State University to ensure **Andrassy** of such opportunities.

10. **Andrassy** agrees to abide by all National Collegiate Athletic Association (hereinafter called "NCAA" rules, regulations and requirements), inclusive of but in no way limited to the following:

- a. As required by NCAA regulations, a coach may be suspended for a period of time, without pay, or the coach's employment may be terminated if the coach is found to be involved in deliberate and serious violations of NCAA regulations.

- b. **Andrassy** shall, on an annual basis, report all athletic-related income from sources other than **Kent State University**, including but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs, endorsements or consultation Contracts with athletic shoe, apparel or equipment manufacturers. Such reporting shall be through the Director of Intercollegiate Athletics to the President. If **Andrassy** is found in violation of NCAA regulations, she shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedure.
11. Except for those terms contained herein to the contrary, all other conditions of this employment are contained in and controlled by any and all University and Administrative Policies and Procedures, as published in the University Policy Register, and as may be added to or amended during the period of employment consistent with **Kent State University's** Constitution and Bylaws.
 12. Notwithstanding other provisions herein, **Kent State University** may discipline **Andrassy** up to and including termination of employment without further obligation if **Andrassy** is found to have committed deliberate and serious violations of **Kent State University** policies, Athletic Department policies and procedures, Mid-American Conference policies, NCAA rules and regulations, or committed the acts specified in rule 3342-6-05(D) (2) of the Ohio Administrative Code as contained in the University Policy Register.
 13. Compensation is payable at the completion of each month of service. If employment is terminated before the end of the term, and such termination falls within the middle of any month, payment shall be prorated for the time of actual service. No allowance shall be made for any incomplete month of employment, other than is specified elsewhere in this Contract.
 14. As earned, deferred salary will be contributed by **Kent State University** to the retirement system for **Andrassy's** account.
 15. This Contract, including the payment of salary, is conditional upon and subject to the continuing availability of funds and confirmation by the Board of Trustees of **Kent State University**. In this context, availability of funds refers to the overall funding of **Kent State University**.
 16. This is the entire Contract between the parties and no other terms exist or shall be enforceable except as agreed in writing, and executed by the parties hereto. The terms of this Agreement may be amended upon the mutual agreement of the parties and a renegotiation may be requested by either party to which the other party may not unreasonably deny such request.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the date first set forth above.

Victor L. Gaden
Witness

James A. Andrassy
JAMES A. ANDRASSY

Deborah Dantz
Witness

KENT STATE UNIVERSITY:
Lester A. Lefton
LESTER A. LEFTON, President

Laing Kennedy
Witness

Laing Kennedy
LAING KENNEDY, Director of Athletics

2012

**Employment Contract
Between
WILLIAM T. LAWSON
HEAD TRACK AND FIELD/CROSS COUNTRY COACH
And
KENT STATE UNIVERSITY, Kent, Ohio**

This Contract entered into this 8th day of September 2008, by and between **Kent State University**, and **William T. Lawson**.

WHEREAS, **Kent State University** agrees that **William T. Lawson** (hereinafter referred to as "**Lawson**") shall be employed by **Kent State University** as its Head Track and Field/Cross Country Coach; and

WHEREAS, the parties to this Contract desire to establish terms of employment not contained in the standard university employment Contract,

NOW, THEREFORE, in consideration of the above, the parties agree as follows:

1. The term of this contract shall be for four (4) years, terminating on June 30, 2012.
2. The salary shall be a total of \$71,000, with a deferred salary equal to the employee contribution to the state retirement system or a state-approved alternative retirement system and the remainder to be paid as a cash salary beginning September 1, 2008. Thereafter, beginning in 2009, on or about August 1 of each year, the salary will be reviewed by the Director of Intercollegiate Athletics. The Director shall recommend a salary to the President, consistent with the guidelines established by the Board of Trustees for the particular fiscal year. If salary increases were approved by the Board for the fiscal year as "across the board" or "cost of living" increases, **Lawson's** salary shall increase by not less than that amount. Increases for merit may be recommended at the discretion of the Director, based upon **Lawson's** performance, consistent with the Board guidelines. Any increases will be effective on the same date as the fiscal year salary adjustments are effective for non-faculty University employees.
3. Additionally, should **Lawson** accomplish any of the following achievements, he shall receive, minus all regular payroll deductions, the respective bonus amount indicated:

Men's and Women's Separately:		The amounts in this column are not cumulative:	
MAC Coach of the Year	\$ 1,000	NCAA Regional Coach of the Year	\$ 1,000
MAC Championship	\$ 1,000	NCAA Team Championship Top 25:	\$ 1,000
Academic All-American	\$ 500	NCAA Team Championship Top 20:	\$ 1,500
Annual Team GPA of 3.0 & above	\$ 500	NCAA Team Championship Top 15:	\$ 2,000
The remaining amounts in this column are not cumulative:		NCAA Team Championship Top 10:	\$ 4,000
NCAA Regional Top 10:	\$ 1,000	NCAA Team Championship Top 05:	\$ 8,000
NCAA Regional Top 05:	\$ 1,500	NCAA Team Champions	\$16,000
NCAA Regional Champs	\$ 3,000		

4. A suitable automobile will be provided for **Lawson's** use consistent with the Athletic Department's Memorandum of Agreement regarding automobiles, which is incorporated herein by reference.
5. **Lawson** shall have primary recruiting, hiring, and dismissal authority for all coaching staff within the track and field program subject to the final approval of the Director of Intercollegiate Athletics and the President. In addition, **Lawson** shall have salary recommendation authority for all coaching staff within the track and field program, subject to the approval of the Director of Intercollegiate Athletics, within the aggregate amount determined by the President. The prerogatives granted to **Lawson** shall at all times be exercised consistent with University policy and procedure.

6. **Lawson** shall not accrue vacation in accordance with normal University policy, but shall be granted 20 days paid vacation leave upon approval of direct supervisor and the Director of Intercollegiate Athletics.

7. Subject to **Lawson's** continuing compliance with NCAA and University rules and regulations, if either party terminates this Agreement prior to June 30, 2012, except if such termination is initiated by the University for cause as defined in Rule 3342-6-05(D) (2) of the Administrative Code as contained in the University Policy Register, the initiating party shall pay to the other as the cost of early termination the amount indicated below. **Lawson** agrees that he will not seek potential job prospects nor accept a position within the MAC nor will he seek job prospects with any other program during the term of this agreement. If, however, he is sought for a job prospect outside of the MAC, **Lawson** will not respond to such inquiries without the permission of the Director of Intercollegiate Athletics, with such permission not to be unreasonably withheld.

A. Early termination costs:

Prior to June 30, 2009	-	100% of the annual base salary
Prior to June 30, 2010	-	75% of the annual base salary
Prior to June 30, 2011	-	50% of the annual base salary
Prior to the end of the 2012 season	-	25% of the annual base salary

8. **Lawson** shall have the right to use the game film of all University track and field/cross country contests in connection with any television show, sanctioned and approved by the **Kent State University** that **Lawson** may be associated with, and for lectures and clinics, so long as he is the Head Track and Field/Cross Country Coach.

9. **Lawson** shall have the right during each year of the term of this Contract in which he holds the position of **Kent State University's** Head Track and Field/Cross Country Coach to:

- a. Conduct a track and field/cross country camp and/or clinic. **Lawson** shall be entitled to use the name of **Kent State University** in association with any track and field/cross country camp and/or clinic provided such camp/clinic are conducted in accordance with **Kent State University's** and **Kent State Athletic** policies and procedures regarding conducting a camp/clinic, facility charges, insurance, and additional staff compensation.
- b. Participation in television and radio broadcasts, including commercial advertisements in the broadcast and print media; and produce, direct and/or appear in films; and participate in print ventures of all kinds; and
- c. Conduct or appear in camps/clinics of all types, both national and international; and
- d. Negotiate and retain, as **Lawson's** sole property, all net income derived from the endeavors specifically set forth herein, or for any and all personal service endeavors. Net camp/clinic proceeds will be paid as directed by **Lawson**. Net camp/clinic proceeds as defined as gross receipts minus all expenses, including facility charges, insurance and additional staff compensation.

These endeavors, items 9a. through 9d., shall be conducted on *non-university* time unless approved in advance in writing by the Director of Intercollegiate Athletics, and create no obligation for **Kent State University** to ensure **Lawson** of such opportunities.

10. **Lawson** agrees to abide by all National Collegiate Athletic Association (hereinafter called "NCAA" rules, regulations and requirements), inclusive of but in no way limited to the following:

- a. As required by NCAA regulations, a coach may be suspended for a period of time, without pay, or the coach's employment may be terminated if the coach is found to be involved in deliberate and serious violations of NCAA regulations.

- b. **Lawson shall, on an annual basis, report all athletic-related income from sources other than Kent State University, including but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs, endorsements or consultation Contracts with athletic shoe, apparel or equipment manufacturers. Such reporting shall be through the Director of Intercollegiate Athletics to the President. If Lawson 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 procedure.**
11. Except for those terms contained herein to the contrary, all other conditions of this employment are contained in and controlled by any and all University and Administrative Policies and Procedures, as published in the University Policy Register, and as may be added to or amended during the period of employment consistent with **Kent State University's Constitution and Bylaws**.
 12. Notwithstanding other provisions herein, **Kent State University** may discipline **Lawson** up to and including termination of employment without further obligation if **Lawson** is found to have committed deliberate and serious violations of **Kent State University** policies, Athletic Department policies and procedures, Mid-American Conference policies, NCAA rules and regulations, or committed the acts specified in rule 3342-6-05(D) (2) of the Ohio Administrative Code as contained in the University Policy Register.
 13. Compensation is payable at the completion of each month of service. If employment is terminated before the end of the term, and such termination falls within the middle of any month, payment shall be prorated for the time of actual service. No allowance shall be made for any incomplete month of employment, other than is specified elsewhere in this Contract.
 14. As earned, deferred salary will be contributed by **Kent State University** to the retirement system for **Lawson's** account.
 15. This Contract, including the payment of salary, is conditional upon and subject to the continuing availability of funds and confirmation by the Board of Trustees of **Kent State University**. In this context, availability of funds refers to the overall funding of **Kent State University**.
 16. This is the entire Contract between the parties and no other terms exist or shall be enforceable except as agreed in writing, and executed by the parties hereto. The terms of this Agreement may be amended upon the mutual agreement of the parties and a renegotiation may be requested by either party to which the other party may not unreasonably deny such request.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the date first set forth above.

Elizabeth Rott
Witness

William T. Lawson
WILLIAM T. LAWSON

Robert Dutz
Witness

KENT STATE UNIVERSITY
Lester A. Lefton
LESTER A. LEFTON, President

Richard H. Hummel
Witness

Laing Kennedy
LAING KENNEDY, Director of Athletics