

**Employment Contract
between
ROBERTO MARINARO
HEAD SOCCER COACH
and
KENT STATE UNIVERSITY, Kent, Ohio**

This Contract entered into this 1st day of September, 2008, by and between **Kent State University, and Roberto Marinaro.**

WHEREAS, **Kent State University** agrees that **Roberto Marinaro** (hereinafter referred to as "**Marinaro**") shall be employed by **Kent State University** as its Head Soccer 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 four (4) years, to terminate on June 30, 2012.
2. The salary for fiscal year 2008-2009 shall be a total salary of 62,000 annually, effective September 1, 2008 with the deferred salary equal to the employee contribution to the retirement system and the remainder to be paid as a cash salary. Thereafter, beginning in 2009, on or about June 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, **Marinaro's** salary shall increase by not less than that amount. Increases for merit may be recommended at the discretion of the Director, based upon **Marinaro'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 Soccer team win the regular season **MAC Championship** or participate in the **NCAA tournament** in a given year, **Marinaro** shall receive that year a bonus equal to 1/12 of his annual salary for that year, minus all regular payroll deductions, for coaching his team to the requisite **MAC** wins or qualify for such an appearance.

Additionally, should **Marinaro** 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
MAC Tournament	-	\$500
MAC Champions	-	\$1,500
MAC Final Four Tournament	-	\$1,000
NCAA Tournament Win	-	\$1,500/game
Annual Team GPA of 3.0 & above	-	\$500
Roster Management	-	\$500
Budget Management	-	\$500

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

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. **Marinero** 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, **Marinero** 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. **Marinero** shall have the right to use the game film of all University women's soccer contests in connection with any television show, sanctioned and approved by the **Kent State University** that **Marinero** may be associated with, and for lectures and clinics, so long as he is the Head Women's Soccer Coach.
9. **Marinero** 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 Soccer Coach to:
 - a. Conduct a women's soccer camp and/or clinic. **Marinero** shall be entitled to use the name of **Kent State University** in association with any women's soccer 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 **Marinero'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 **Marinero**. 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 **Marinero** of such opportunities.

10. **Marinero** 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. **Marinero** 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 **Marinero** 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 **Marinaro** up to and including termination of employment without further obligation if **Marinaro** 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 **Marinaro'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 Lott
Witness

ROBERTO C. MARINARO

Deborah Lantz
Witness

KENT STATE UNIVERSITY:
LESTER A. LEFTON, President

Deborah L. Hummel
Witness

LAING KENNEDY, Director of Athletics

2012

**Employment Contract
Between
KAREN L. LINDER
HEAD SOFTBALL COACH
And
KENT STATE UNIVERSITY, Kent, Ohio**

This Contract entered into this 18th day of August 2008, by and between **Kent State University**, and **Karen L. Linder**.

WHEREAS, **Kent State University** agrees that **Karen L. Linder** (hereinafter referred to as "**Linder**") shall be employed by **Kent State University** as its Head Softball 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 \$70,000, 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 but in no event less than \$5,000 for the succeeding year. If salary increases were approved by the Board for the fiscal year as "across the board" or "cost of living" increases, **Linder's** salary shall increase by not less than that amount. Increases for merit may be recommended at the discretion of the Director, based upon **Linder'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 **Linder** 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
MAC East Division Champions	-	\$ 500
MAC Regular Season Champions (Co-champs)	-	\$1,000
MAC Tournament Champions	-	\$1,500
NCAA Regional Tournament (per win)	-	\$2,000
NCAA Regional Coach of the Year	-	\$1,000
Annual Team GPA of 3.0 & above	-	\$ 500
4. A suitable automobile will be provided for **Linder's** use consistent with the Athletic Department's Memorandum of Agreement regarding automobiles, which is incorporated herein by reference.
5. **Linder** shall have primary recruiting, hiring, and dismissal authority for all coaching staff within the softball program subject to the final approval of the Director of Intercollegiate Athletics and the President. In addition, **Linder** shall have salary recommendation authority for all coaching staff within the softball program, subject to the approval of the Director of Intercollegiate Athletics, within the aggregate amount determined by the President. The prerogatives granted to **Linder** shall at all times be exercised consistent with University policy and procedure.
6. **Linder** 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 **Linder'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. **Linder** 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, **Linder** 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. **Linder** shall have the right to use the game film of all University Softball contests in connection with any television show, sanctioned and approved by the **Kent State University** that **Linder** may be associated with, and for lectures and clinics, so long as she is the Head Softball Coach.
9. **Linder** 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 Softball Coach to:
- Conduct a softball camp and/or clinic. **Linder** shall be entitled to use the name of **Kent State University** in association with any softball 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 **Linder'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 **Linder**. 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 **Linder** of such opportunities.

10. **Linder** 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.
 - Linder** 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

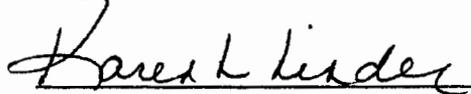
Intercollegiate Athletics to the President. If Linder is found in violation of NCAA regulations, she shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedure.

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 Linder up to and including termination of employment without further obligation if Linder 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 Linder'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.

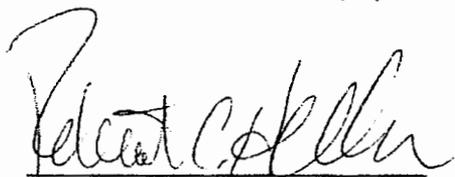
IN WITNESS WHEREOF, the parties hereto have executed this Contract the date first set forth above.



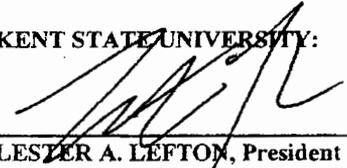
Witness



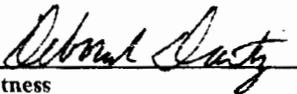
KAREN L. LINDER



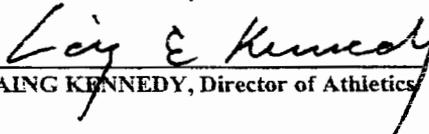
Witness

KENT STATE UNIVERSITY:


LESTER A. LEFTON, President



Witness



LAING KENNEDY, Director of Athletics

2015

**Employment Contract
Between
GENE A. FORD
Head Men's Basketball Coach
And
KENT STATE UNIVERSITY, Kent, Ohio**

This Contract entered into this 1st day of April, 2010, by and between **Kent State University**, Kent, Ohio, and **GENE A. FORD**.

WHEREAS, **Kent State University** agrees that **GENE A. FORD** 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 **GENE A. FORD** as the Head Men's Basketball Coach shall be for a period of five (5) years and shall expire on March 31, 2015.
2.
 - a. The salary shall be as follows: a base salary of \$250,000 per year for coaching duties and a supplemental salary of \$50,000 for supplemental duties hereinafter delineated, for a total annual salary of \$300,000; with a deferred salary equal to the employee contribution the state retirement system or a state-approved alternative retirement system and the remainder to be paid as a cash salary. On or about June 1 of each year (beginning June, 2011), the salary will be reviewed by the Director of Intercollegiate Athletics (hereinafter referred to as "the Director"). The Director shall recommend a salary to the President of the University (hereinafter referred to as "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, **GENE A. FORD'S** salary shall increase by not less than that amount. Increases for merit may be recommended at the discretion of the Director, based upon **GENE A. FORD'S** performance and 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.
 - b. In addition to the salary listed above, should the Men's Basketball team participate in the **NCAA** tournament in a given year, **GENE A. FORD** shall receive that year a bonus equal to 7% of his annual salary for that year, minus all regular payroll deductions, for coaching his team to qualify for such an appearance.
 - c. Additionally, should **GENE A. FORD** accomplish any of the following achievements, he shall receive, minus all regular payroll deductions, the respective bonus amount indicated on or before June 30 of the year in which earned:

- MAC** Coach of the Year - \$1,000
- MAC** Regular Season Overall Champion - 2% of salary; or
- If **MAC** East Division Champion only - 1% of salary
- Appearance in **MAC** Semifinal - \$2,000
- First Round **NCAA** Tournament Win - \$5,000

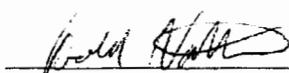
Second Round NCAA Tournament Win - \$10,000
Third Round NCAA Tournament Win - \$15,000
Fourth Round NCAA Tournament Win - \$30,000
Final Round NCAA Tournament Win - To be determined by the University
NIT post-season appearance and wins - \$500 per win
An overall team annual GPA of 2.80 - \$1,000
Cumulative APR of 950 - \$4,000
Annual home appearance attendance average of 3,800 - \$1,500
20-Win Season - \$1500

3. A suitable automobile will be provided for **GENE A. FORD'S** use consistent with the Athletic Department's Memorandum of Agreement regarding automobiles, which is incorporated herein by reference.
4. **GENE A. FORD** shall have primary recruiting, hiring, and dismissal prerogatives for all assistant men's basketball coaches subject to the final approval of the Director and the President. In addition, **GENE A. FORD** shall have salary recommendation authority for all assistant men's basketball coaches, subject to the approval of the Director, within the aggregate salary pool amount determined by the President. The prerogatives granted to **GENE A. FORD** shall at all times be exercised consistent with **UNIVERSITY** policy and procedure.
5. **GENE A. FORD** shall not accrue vacation, but shall be granted 20 days paid leave per year upon the approval of the Director.
6. a. In addition to the duties of coaching men's basketball, **GENE A. FORD** shall also have the following supplemental duties:
 - i. Develop and participate in fund raising opportunities which may benefit either Men's Basketball or the Department of Intercollegiate Athletics in general.
 - ii. Provide his talents for on-air performance and off-air production for radio and/or television programs initiated by the Department of Intercollegiate Athletics. **GENE A. FORD** 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.
 - iii. 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.
- b. The salary stated for these supplemental duties is in consideration of **GENE A. FORD** 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. **GENE A. FORD** 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 with the **UNIVERSITY**. **GENE A. FORD** 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 with the **UNIVERSITY** prior to the expiration of this Contract. Accordingly, he will pay to the **UNIVERSITY** as liquidated damages an amount equal to his base and supplemental salary, multiplied by the number of years (or portion(s) thereof) remaining on the Contract.
 - a. Accordingly, subject to **GENE A. FORD'S** continuing compliance with NCAA and **UNIVERSITY** rules and regulations including but not limited to cause as defined in Rule 3342-6-05(D)(2) of the Administrative Code as contained in the University Policy Register, **GENE A. FORD** agrees that in the event he resigns or otherwise terminates his employment prior to March

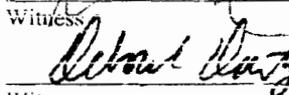
- 31, 2015, and is employed or performing services for a person or institution other than the **UNIVERSITY** or the University terminates **GENE A. FORD** prior to that date then the initiating party shall pay to the other an amount equal to the balance of the then-current total annual salary due for the remaining amount of the term of this Contract, less amounts that would otherwise be deducted or withheld from his salary for employee contributions to the state retirement system or a state approved alternative retirement system .
- b. In addition, **GENE A. FORD** agrees that he will neither 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**, **GENE A. FORD** will not respond to such inquiries without the permission of the Director, 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 **GENE A. FORD** will advise the Director, shall not be deemed unreasonable. Nor shall it be deemed unreasonable to deny permission at any time prior to April 1, 2011.
 - d. Permission pursuant to paragraph 7c above shall be conditioned upon the requestor agreeing, prior to the granting of such permission, to pay such termination costs described in paragraph 7a above to the **UNIVERSITY** should **GENE A. FORD** accept a position with the requestor and **GENE A. FORD** agrees that if he accepts such a position, he shall forfeit any bonuses earned during that termination year.
8. **GENE A. FORD** 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 **GENE A. FORD** may be associated with, and for lectures and clinics, so long as he is the Head Men's Basketball Coach.
9. a. **GENE A. FORD** 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:
- i. Conduct a Men's Basketball Camp or School. **GENE A. FORD** 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.
 - ii. 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
 - iii. Conduct or appear in clinics of all types, both national and international; and
 - iv. 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.
- b. These endeavors, items 9ai. through 9aiv., shall be conducted on *non-university* time unless approved in advance in writing by the Director, and create no obligation for the **UNIVERSITY** to ensure **GENE A. FORD** such opportunities.
10. **GENE A. FORD** 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/or serious violations of NCAA regulations.
 - b. **GENE A. FORD** 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 to the President. If **GENE A. FORD** 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 **GENE A. FORD** up to and including termination of employment without further obligation if **GENE A. FORD** is found to have committed deliberate and serious violations of the **UNIVERSITY**, **MAC**, 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, other than bonuses or incentives, is payable twice monthly subsequent to 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 **GENE A. FORD'S** account.
 15. It is understood and agreed that this Contract is for **GENE A. FORD'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 **GENE A. FORD** 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

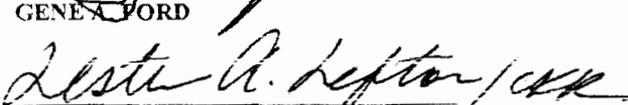


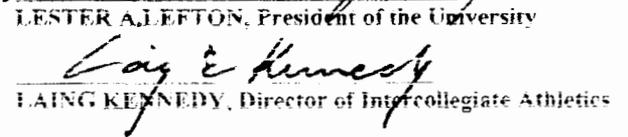
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 GENE A. FORD


 LESTER A. LEFTON, President of the University


 LAING KENNEDY, Director of Intercollegiate Athletics

2012

**Employment Contract
Between
Herb Page
HEAD MEN'S GOLF COACH
And
KENT STATE UNIVERSITY, Kent, Ohio**

This Contract entered into this 1st day of September 2009, by and between Kent State University, and Herb Page.

WHEREAS, Kent State University agrees that Herb Page (hereinafter referred to as "Page") shall be employed by Kent State University as its HEAD MEN'S GOLF 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 (3) years, terminating on September 1, 2012.
2. The salary shall be a total of \$95,000, 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. 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, Page's salary shall increase by not less than that amount. Increases for merit may be recommended at the discretion of the Director, based upon Page'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 Page 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
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 Page's use consistent with the Athletic Department's Memorandum of Agreement regarding automobiles, which is incorporated herein by reference.
5. Page shall have primary recruiting, hiring, and dismissal authority for all coaching staff within the MEN'S GOLF program subject to the final approval of the Director of Intercollegiate Athletics and the President. In addition, Page shall have salary recommendation authority for all coaching staff within the MEN'S GOLF program, subject to the approval of the Director of Intercollegiate Athletics, within the aggregate amount determined by the President. The prerogatives granted to Page shall at all times be exercised consistent with University policy and procedure.

6. Page 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 Page'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. Page 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, Page 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. Page shall have the right to use the game film of all University MEN'S GOLF contests in connection with any television show, sanctioned and approved by the Kent State University that Page may be associated with, and for lectures and clinics, so long as she is the HEAD MEN'S GOLF COACH.
9. Page 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 MEN'S GOLF COACH to:
- Conduct a MEN'S GOLF camp and/or clinic. Page shall be entitled to use the name of Kent State University in association with any MEN'S GOLF 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 product lines~~ 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 Page'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 Page. 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 Page of such opportunities.
10. Page 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.

- b. Page 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 Page 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 Page up to and including termination of employment without further obligation if Page 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 Page'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.

Hakisha Reeves
Witness

Herb Page
HERB PAGE

Deborah Stutz
Witness

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

[Signature]
Witness

Laing Kennedy
LAING KENNEDY, Director of Athletics

old / 2014

**Employment Contract
Between
SCOTT A. STRICKLIN
HEAD BASEBALL COACH
And
KENT STATE UNIVERSITY, Kent, Ohio**

This Contract entered into this 1st day of July 2010, by and between **Kent State University**, and **Scott A. Stricklin**.

WHEREAS, **Kent State University** agrees that **Scott Stricklin** (hereinafter referred to as "**Stricklin**") shall be employed by **Kent State University** as its Head Baseball 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, 2014.
2. The salary for fiscal year 2010-2011 shall be a total salary of \$110,000 annually, with a deferred salary equal to the employee contribution to the state retirement system and the remainder to be paid as a cash salary. 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, but in no event less than \$5,000 for the succeeding year. If salary increases were approved by the Board for the fiscal year as "across the board" or "cost of living" increases, **Stricklin's** salary shall increase by not less than that amount. Increases for merit may be recommended at the discretion of the Director, based upon **Stricklin'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 **Stricklin** 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
MAC East Division Champions	-	\$ 500
MAC Regular Season Champions	-	\$1,000
MAC Tournament Champions	-	\$1,500
NCAA Regional Tournament (per win)	-	\$2,000
NCAA Regional Coach of the Year	-	\$1,000
Annual Team GPA of 3.0 & above	-	\$ 500
4. A suitable automobile will be provided for **Stricklin's** use consistent with the Athletic Department's Memorandum of Agreement regarding automobiles, which is incorporated herein by reference.
5. **Stricklin** shall have primary recruiting, hiring, and dismissal authority for all coaching staff within the baseball program subject to the final approval of the Director of Intercollegiate Athletics and the President. In addition, **Stricklin** shall have salary recommendation authority for all coaching staff within the baseball program, subject to the approval of the Director of Intercollegiate Athletics, within the aggregate amount determined by the President. The prerogatives granted to **Stricklin** shall at all times be exercised consistent with University policy and procedure.
6. **Stricklin** 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 **Stricklin'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. **Stricklin** 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, **Stricklin** 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, 2011	-	100% of the annual base salary
Prior to June 30, 2012	-	75% of the annual base salary
Prior to June 30, 2013	-	50% of the annual base salary
Prior to the end of the 2014 season	-	25% of the annual base salary

8. **Stricklin** shall have the right to use the game film of all university Baseball contests in connection with any television show, sanctioned and approved by the **Kent State University** that **Stricklin** may be associated with, and for lectures and clinics, so long as he is Head Baseball coach.
9. **Stricklin** 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 Baseball Coach to:
- Conduct a baseball camp and/or clinic. **Stricklin** shall be entitled to use the name of **Kent State University** in association with any baseball 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 clinics of all types, both national and international; and
 - Negotiate and retain, as **Stricklin'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 **Stricklin**. Net camp/clinic proceeds as defined as gross receipts minus all expenses, including facility charges, insurance and additional staff compensation.

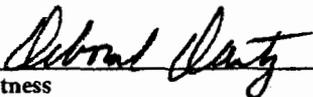
These endeavors, items 8a. through 8d., shall be conducted on *non-university* time unless approved in advance in writing by the Director of Intercollegiate Athletics, and create no obligation for **Kent State University** to ensure **Stricklin** of such opportunities.

10. **Stricklin** 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.
 - Stricklin** 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 Stricklin 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 Stricklin up to and including termination of employment without further obligation if Stricklin 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 half month of service. If employment is terminated before the end of the term, and such termination falls within the middle of any pay period, 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 Stricklin 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.

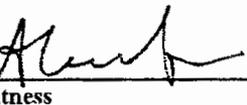
IN WITNESS WHEREOF, the parties hereto have executed this Contract the date first set forth above.



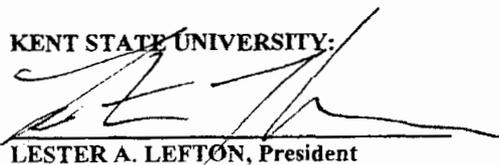
Witness



SCOTT A. STRICKLIN



Witness

KENT STATE UNIVERSITY:


LESTER A. LEFTON, President



Witness



JOEL NIELSEN, Director of Athletics

2016

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

This Contract entered into this 1st day of July 2011, 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, 2016.
2. The salary shall be a total of \$75,331, 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 2011 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:

These incentives are based upon achieving the performance for in either the men's or women's competition. Should Lawson attain this performance in both the men's AND women's competition, the bonus is doubled.

MAC Championship Cross Country	\$1500
MAC Championship (team)-Indoor	\$1500
MAC Championship (team)-Outdoor	\$1500
Individual NCAA Championship	\$2,000/athlete
NCAA Top 20 (team)	\$2000
NCAA Top 10 (team)	\$4000
NCAA Top 5 (team)	\$8000
NCAA Team Championship	\$10000
Annual Team GPA of 3.0 & above	\$1,000
Top GPA-MAC	\$ 500
Co-SIDA Academic All-American	\$ 500/athlete
MAC Coach of the Year	\$1,000/indoor/outdoor/men/women/cross country
Regional Coach of the Year	\$1,500
National Coach of the Year	\$3,000
NCAA All-American	\$ 500/athlete
NCAA Qualifiers	\$ 500/athlete (cap at \$1,500/gender)

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, 2016, 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, 2013	-	100% of the annual base salary
Prior to June 30, 2014	-	75% of the annual base salary
Prior to June 30, 2015	-	50% of the annual base salary
Prior to the end of the 2016 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 she 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 MEN'S GOLF 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 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 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, 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 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.

Candice Westman Hunt
Witness

William T. Lawson
WILLIAM LAWSON

Betsy Ornelo
Witness

KENT STATE UNIVERSITY:
[Signature]
LESTER A. LEFTON, President

[Signature]
Witness

[Signature]
JOEL NIELSEN, Director of Athletics

2012

Employment Contract
Between
ROBERT LINDSAY
Head Women's Basketball Coach
And
KENT STATE UNIVERSITY, Kent, Ohio

This Contract entered into this 1st day of November 2009, by and between Kent State University, Kent, Ohio, and ROBERT LINDSAY.

WHEREAS, Kent State University agrees that ROBERT LINDSAY shall be employed by Kent State University (hereinafter referred to as "UNIVERSITY") as its Head Women'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 ROBERT LINDSAY as the Head Women's Basketball Coach shall be for a period of three (3) years and shall expire on June 30, 2012, with an option for a 4th year unless withdrawn in writing by a new athletic director within 180 days of his or her starting date. This contract will be reviewed for possible extension at the conclusion of the 2011 basketball season.
2.
 - a. The salary shall be as follows: a base salary of \$171,581 per year for coaching duties and a supplemental salary of \$20,000 for supplemental duties hereinafter delineated, for a total annual salary of \$191,581; with a deferred salary equal to the employee contribution the state retirement system or a state-approved alternative retirement system and the remainder to be paid as a cash salary. For year two LINDSAY shall receive a loyalty increase of \$10,000 and year three \$10,000. On or about June 1 of each year (beginning June, 2010), the salary will be reviewed by the Director of Intercollegiate Athletics (hereinafter referred to as "the Director"). The Director shall recommend a salary to the President of the University (hereinafter referred to as "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, ROBERT LINDSAY'S salary shall increase by not less than that amount. Increases for merit may be recommended at the discretion of the Director, based upon ROBERT LINDSAY'S performance and 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.
 - b. In addition to the salary listed above, should the Women's Basketball team participate in the NCAA tournament in a given year, ROBERT LINDSAY 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.
 - c. Additionally, should ROBERT LINDSAY accomplish any of the following achievements, he shall receive, minus all regular payroll deductions, the respective bonus amount indicated, on or before June 30 of the year in which earned:

- National Coach of the Year - \$10,000
- District Coach of the Year - \$5,000
- MAC Coach of the Year - \$1,000
- MAC Regular Season Overall Champion - \$7500; or
if MAC East Division Champion only - \$5,000
- MAC Tournament Champion - \$5,000
- First Round NCAA Tournament Win - \$5,000
- Second Round NCAA Tournament Win - \$10,000
- Third Round NCAA Tournament Win - \$15,000

Fourth Round NCAA Tournament Win - \$50,000
Final Round NCAA Tournament Win - To be determined by the University
NIT post-season appearance - \$1,000
Each non-NCAA post season win - \$2500
Non-NCAA champion \$10,000
MAC Freshman of the Year -1,000
MAC Player of the Year - 2,500
Academic All-American - 2,500
All-American First Team - 3,000
 Second Team - 1,500
 Third Team - 500
X An overall team annual GPA of 2.9 or above - \$2,000
Annual home appearance attendance average of 1,000 - \$1,500
20 Win Season - \$1500

Regular season bonuses will be capped at a maximum of \$25,000 for the term of this agreement or any extensions thereof.

3. A suitable automobile comparable to the Head Men's BB or Head FB coaches, or an allowance equal in value minus applicable taxes will be provided for **ROBERT LINDSAY'S** use consistent with the Athletic Department's Memorandum of Agreement regarding automobiles, which is incorporated herein by reference.
 4. **ROBERT LINDSAY** shall have primary recruiting, hiring, and dismissal prerogatives for all assistant Women's basketball coaches subject to the final approval of the Director and the President. In addition, **ROBERT LINDSAY** shall have salary recommendation authority for all assistant Women's basketball coaches, subject to the approval of the Director, within the aggregate salary pool amount determined by the President. The prerogatives granted to **ROBERT LINDSAY** shall at all times be exercised consistent with **UNIVERSITY** policy and procedure.
 5. **ROBERT LINDSAY** shall not accrue vacation, but shall be granted 20 days paid leave per year upon the approval of the Director but shall retain all accumulated vacation as of October 1, 2009.
 6. a. In addition to the duties of coaching Women's basketball, **ROBERT LINDSAY** shall also have the following supplemental duties:
 - i. Develop and participate in fund raising opportunities which may benefit either Women's Basketball or the Department of Intercollegiate Athletics in general.
 - ii. Provide his talents for on-air performance and off-air production for radio and/or television programs initiated by the Department of Intercollegiate Athletics. **ROBERT LINDSAY** 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.
 - iii. 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.
 - b. The salary stated for these supplemental duties is in consideration of **ROBERT LINDSAY** 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. **ROBERT LINDSAY** recognizes that his promise to work for the **UNIVERSITY** for the entire term of this four (4) year Contract is the essence of this Contract with the **UNIVERSITY**. **ROBERT LINDSAY** 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 with the **UNIVERSITY** prior to the expiration of this Contract. Accordingly, he will pay to the **UNIVERSITY** as liquidated damages an amount equal to his base and supplemental salary, in accordance with the following schedule: year 1 - 100%, year 2- 50% and year 3- 0%.

a. Accordingly, subject to **ROBERT LINDSAY'S** continuing compliance with NCAA and **UNIVERSITY** rules and regulations including but not limited to cause as defined in Rule 3342-6-05(D)(2) of the Administrative Code as contained in the University Policy Register; **ROBERT LINDSAY** agrees that in the event he resigns or otherwise terminates his employment, prior to April 30, 2012, and is employed or performing services for a person or institution at the Division I level other than the **UNIVERSITY** or the **University terminates ROBERT LINDSAY** prior to that date then, the initiating party, subject to 7 above, shall pay to the other an amount equal to the balance of the then-current total annual salary due for the remaining amount of the term of this Contract, less amounts that would otherwise be deducted or withheld from his salary for employee contributions to the state retirement system or a state approved alternative retirement system .

b. In addition, **ROBERT LINDSAY** agrees that he will neither 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**, **ROBERT LINDSAY** will not respond to such inquiries without the permission of the Director, 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 **ROBERT LINDSAY** will advise the Director, shall not be deemed unreasonable. Nor shall it be deemed unreasonable to deny permission at any time prior to April 1, 2009.

d. Permission pursuant to paragraph 7c above shall be conditioned upon the requestor agreeing, prior to the granting of such permission, to pay such termination costs described in paragraph 7 above to the **UNIVERSITY** should **ROBERT LINDSAY** accept a position with the requestor and **ROBERT LINDSAY** agrees that if he accepts such a position, he shall forfeit any bonuses earned during that termination year.

8. **ROBERT LINDSAY** shall have the right to use the game film of all university Women's Basketball contests in connection with any television show, sanctioned and approved by the **UNIVERSITY** that **ROBERT LINDSAY** may be associated with, and for lectures and clinics, so long as he is the Head Women's Basketball Coach.

9. a. **ROBERT LINDSAY** shall have the right during each year of the term of this Contract in which he holds the position of the **UNIVERSITY'S** Head Women's Basketball Coach to:

i. Conduct a Women's Basketball Camp or School. **ROBERT LINDSAY** shall be entitled to use the name of the **UNIVERSITY** in association with any Women's Basketball school or camp provided such camps are conducted in accordance with the **UNIVERSITY'S** Sport Camp policies, effective September 1, 2010.

ii. 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

iii. Conduct or appear in clinics of all types, both national and international; and

iv. 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

b. These endeavors, items 9a i. through 9a iv., shall be conducted on *non-university* time unless approved in advance in writing by the Director, and create no obligation for the **UNIVERSITY** to ensure **ROBERT LINDSAY** such opportunities.

10. **ROBERT LINDSAY** 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

2011

**Employment Contract Extension
between
DOUG MARTIN
HEAD FOOTBALL COACH
and
KENT STATE UNIVERSITY, Kent, Ohio**

This Contract extension entered into this 1st day of December, 2006, by and between **Kent State University**, and **Doug Martin**.

WHEREAS, **Kent State University** agrees that **Doug Martin** (hereinafter referred to as "**Martin**") 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 a period of four (4) years, beginning January 1, 2007, to terminate on June 30, 2011.
[REDACTED]
2. The initial salary shall be a total salary of \$ 170,000 annually. **Martin's** salary will consist of a cash salary and a deferred salary. Those amounts will be calculated as follows: for calendar year 2007, 90.5% cash salary and 9.5% deferred salary; and for calendar year 2008, 90% cash salary and 10% deferred salary. In future years, the deferred salary will be the percentage of the "employee" contribution amount established by PERS and the cash salary will be the balance. As earned, the deferred salary amount will be contributed by the university to the Public Employees Retirement System/State Teachers Retirement System or alternative retirement plan for deposit into your account.
3. Beginning in 2007, on or about December 1of 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 for calendar year 2008, **Martin's** salary shall be \$190,000. If salary increases were approved by the Board for the fiscal year as "across the board" or "cost of living" increases' salary shall increase by not less than that amount. Increases for merit may be recommended at the discretion of the Director, based upon **Martin's** performance, consistent with the Board guidelines.

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

Division Champion	-	\$5,000
Conference Champion	-	\$10,000
Bowl Appearance	-	\$12,000
15,000 in Actual Average Yearly Attendance (Not corporate-negotiated sales)	-	\$5,000
<u>Annual Team GPA of 2.5</u>	-	\$1,000 ✓
<u>GSR (Graduation Success Rate) of 80%</u>	-	\$5,000
MAC Coach of the Year	-	\$5,000
Each IA win per season over 6	-	\$5,000
Each percentage point of increase in graduation rate over 86%	-	\$1,000
APR (Academic Progress Rate) of 1000	-	\$1,000

Each .05 increase in team GPA from previous 12 months	-	\$1,000
Each 1000 increase in Actual Average Yearly attendance over 15,000 (Not corporate-negotiated sales)	-	\$2,500

4. A suitable automobile will be provided for **Martin's** use consistent with the Athletic Department's Memorandum of Agreement regarding automobiles, which is incorporated herein by reference.
5. **Martin** shall have primary recruiting, hiring, and dismissal authority for all coaching staff within the football program subject to the final approval of the Director of Intercollegiate Athletics and the President. In addition, **Martin** shall have salary recommendation authority for all coaching staff within the football program, subject to the approval of the Director of Intercollegiate Athletics, within the aggregate amount determined by the President. The prerogatives granted to **Martin** shall at all times be exercised consistent with University policy and procedure.
6. **Martin** 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. In addition to the duties of coaching football, **Martin** 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. **Martin** 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.
8. Subject to **Martin's** continuing compliance with NCAA and University rules and regulations, if either party terminates this Agreement prior to June 30, 2011 or any renewal period thereof, except for cause as defined in Rule 3342-6-09(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 annual base salary due for the remaining term. If **Martin** is the initiator, he shall pay the University in accordance with the declining scale below. In addition, **Martin** 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, **Martin** will not respond to such inquiries without the permission of his direct supervisor and the Director of Intercollegiate Athletics, with such permission not to be unreasonably withheld. Upon receipt of a firm job offer from outside the MAC, **Martin** hereby grants the University the right to match the salary offer from the perspective employer. If the salary offer is not matched by the University, **Martin** shall be relieved of the early termination costs outlined herein. Otherwise, **Martin** or the prospective employer shall pay these costs in accordance with the following declining scale:

Notwithstanding any of the foregoing, and in addition to any early termination costs defined above, should **Martin** 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, 2007 = \$300,000
- ii). December 31, 2008 = \$275,000
- iii). December 31, 2009 = \$250,000
- iv). December 31, 2010 = \$225,000

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

9. **Martin** shall have the right to use the game film of all University football contests in connection with any television show, sanctioned and approved by **Kent State University** that **Martin** may be associated with, and for lectures and clinics, so long as he is the Head Football Coach.
10. **Martin** 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 and/or clinic. **Martin** shall be entitled to use the name of **Kent State University** in association with any football camp/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 **Martin'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 **Martin**. Net camp/clinic proceeds as defined as gross receipts minus all expenses, including facility charges, insurance and additional staff compensation.

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 **Martin** of such opportunities.

11. **Martin** 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. **Martin** 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 **Martin** 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.
12. 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.
13. Notwithstanding other provisions herein, **Kent State University** may discipline **Martin** up to and including termination of employment without further obligation if **Martin** 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 3342-6-09(D) (2) of the Ohio Administrative Code as contained in the University Policy Register.
14. Compensation in 2006 is payable at the completion of each month of service; effective January 2007 compensation will be payable twice monthly at the completion of service. If employment is terminated before the end of the current pay period, payment shall be prorated for the time of actual service. No allowance shall be made for any incomplete pay period, other than terms specified elsewhere in this Contract.
15. As earned, deferred salary will be contributed by **Kent State University** to the retirement system for **Martin's** account.

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**. In this context, availability of funds refers to the overall funding 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. The terms of this Agreement may be amended upon the mutual agreement of the parties.

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

Deborah L Hummel
Witness

Douglas F Martin
DOUGLAS F MARTIN

Deborah L Hummel
Witness

KENT STATE UNIVERSITY
[Signature]
President

[Signature]
Witness

Liz E Kennedy
Director of Intercollegiate Athletics

**EMPLOYMENT CONTRACT
BETWEEN
████████████████████
FOOTBALL, DEFENSIVE COORDINATOR
AND
KENT STATE UNIVERSITY, KENT, OHIO**

2012
Collin

This Contract entered into this 1st day of September, 2009, by and between Kent State University and Peter S. Rekstis.

WHEREAS, Kent State University agrees that Peter S. Rekstis (hereinafter referred to as "Rekstis") shall be employed by Kent State University as its Football, Defensive Coordinator; 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 **thirty-three (33) months**, to terminate on June 30, 2012.
2. The initial salary beginning **September 1, 2009** will be **\$98,430**. Rekstis' salary will consist of a cash salary and a deferred salary. Those amounts will be calculated as 90% cash salary and 10% deferred salary. In future years, the deferred salary will be the percentage of the "employee" contribution amount established by OPERS and the cash salary will be the balance. As earned, the deferred salary amount will be contributed by the university to the Ohio Public Employees Retirement System/State Teachers' Retirement System or Alternative Retirement Plan for deposit into Rekstis' account.
3. Thereafter, beginning in **2010**, 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, Rekstis' salary shall increase by not less than that amount. Increases for merit may be recommended at the discretion of the Director, based upon Rekstis' 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, Rekstis shall receive a one-time bonus of the listed amount, subject to all appropriate deductions:

Division Champion	\$2,500
Each Division 1A Win per Season over 6 Wins	\$2,500
MAC Coach of the Year	\$2,500
Conference Champion	\$5,000
Bowl Appearance	\$6,000
15,000 in Actual Average Yearly Attendance (Not corporate-negotiated sales)	\$2,500
Each 1,000 increase in actual Average Yearly Attendance over 15,000 (Not corporate-negotiated sales)	\$1,250
Annual Team GPA of 2.5	\$500
Each .05 Increase in Team GPA from Previous 12 Months	\$500
GSR (Graduation Success Rate) of 80%	\$2,500
Each Percentage Point of Increase in Graduation Rate over 86%	\$500
APR (Academic Progress Rate of 1000	\$500

4. A suitable automobile will be provided for **Rekstis**' use consistent with the Athletic Department's Memorandum of agreement regarding automobiles, which is incorporated herein by reference.
5. **Rekstis** 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.
6. Subject to **Rekstis**' continuing compliance with NCAA and University rules and regulations, if this party terminates this Agreement prior to **June 30, 2012** 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 **Rekstis** is the initiator, he shall pay the University in accordance with the declining scale below. In addition, **Rekstis** 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, **Rekstis** will not respond to such inquiries without the permission of their direct supervisor and the Director of Intercollegiate Athletics, with such permission not to be unreasonably withheld. Upon receipt of a firm job offer from outside the MAC, **Rekstis** hereby grants the University the right to match the salary offer from the perspective employer. If the salary offer is not matched by the University, **Rekstis** shall be relieved of the early termination costs outlined herein. Otherwise, **Rekstis** 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 annual base salary amount for the remaining term;
 - During the second and partial third year of the contract, 50% of the then annual base salary
7. **Rekstis** 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. **Rekstis** 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 **Rekstis** 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.
8. 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.
9. Notwithstanding other provisions herein, **Kent State University** may discipline **Rekstis** up to and including termination of employment without further obligation if **Rekstis** is found to have committed deliberate and serious violations of **Kent State University's** Policies, Athletic Department Policies and Procedures, Mid-American Conference, Policies, 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.
10. Compensation will be payable twice monthly at the completion of service. If employment is terminated before the end of the current pay period, payment shall be prorated for the time of actual services. No allowance shall be made for any incomplete month pay period, other than terms specified elsewhere in this Contract.
11. As earned, deferred salary will be contributed by **Kent State University** to the retirement system for **Rekstis**' account.

12. 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.
13. 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.

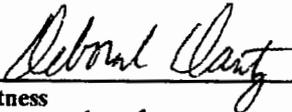
IN WITNESS WHEREOF, the parties hereto have executed this Contract the date first set forth above.

Witness



PETER S. REKSTIS

Witness

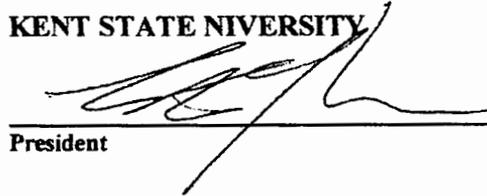


Witness

Witness

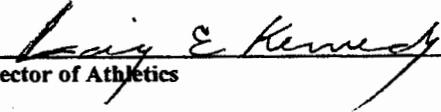


KENT STATE UNIVERSITY



President

Director of Athletics



2014

**Employment Contract
Between
ROBERT A. SENDEROFF
Head Men's Basketball Coach
And
KENT STATE UNIVERSITY, Kent, Ohio**

This Contract entered into this 6th day of April 2011, by and between **Kent State University**, Kent, Ohio, and **ROBERT A. SENDEROFF**.

WHEREAS, **Kent State University** agrees that **ROBERT A. SENDEROFF** 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 **ROBERT A. SENDEROFF** as the Head Men's Basketball Coach shall be for a period of three (3) years and shall expire on March 31, 2014, with an option for a 4th year with the mutual agreement of the parties.
2. a. The salary shall be as follows: a base salary of \$225,000 per year for coaching duties and a supplemental salary of \$25,000 for supplemental duties hereinafter delineated, for a total annual salary of \$250,000; with a deferred salary equal to the employee contribution the state retirement system or a state-approved alternative retirement system and the remainder to be paid as a cash salary. On or about June 1 of each year (beginning June, 2012), the salary will be reviewed by the Director of Intercollegiate Athletics (hereinafter referred to as "the Director"). The Director shall recommend a salary to the President of the University (hereinafter referred to as "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, **ROBERT A. SENDEROFF'S** salary shall increase by not less than that amount. Increases for merit may be recommended at the discretion of the Director, based upon **ROBERT A. SENDEROFF'S** performance and 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.
- b. In addition to the salary listed above, should the Men's Basketball team participate in the NCAA tournament in a given year, **ROBERT A. SENDEROFF** shall receive that year a bonus of \$20,000 for that year, minus all regular payroll deductions, for coaching his team to qualify for such an appearance.
- c. Additionally, should **ROBERT A. SENDEROFF** accomplish any of the following achievements, he shall receive, minus all regular payroll deductions, the respective bonus amount indicated on or before June 30 of the year in which earned:

- MAC Coach of the Year - \$2,500
- MAC Regular Season Overall Champion - \$8,000; or
- If MAC East Division Champion only - \$3,500
- Appearance in MAC Tournament Semi- final - \$2,000 or
- Appearance in MAC Tournament Final - \$5,000
- First Round NCAA Tournament Win - \$5,000*
- Second Round NCAA Tournament Win - \$10,000*
- Third Round NCAA Tournament Win - \$15,000*
- Fourth Round NCAA Tournament Win - \$30,000*

Subsequent NCAA Tournament Win(s) - To be determined by the University*
* One Award Per Year Only, Not Cumulative

NIT Post-season Appearance - \$2,500
NIT Post-season Win - \$1,000 each win
An overall team annual GPA of 3.0 - \$4,000
Annual home appearance attendance average of 3,800 - \$1,500
20 Win Season - \$2,500
COSIDA Academic All-American- \$ 1,000
(1st, 2nd/3rd teams)

Season Ticket Sales - (one per year)
Increase in sold season tickets (2011 baseline number: 520) of 10%-24% - \$1,000 or
Increase in sold season tickets of 25%-49% - \$2,500 or
Increase in sold season tickets of 50% or greater - \$5,000

- d. During the term of this agreement, any year in which the team wins 20 games or qualifies for a NCAA post-season appearance, or qualifies for a NIT post-season appearance an additional year will be added to the contract (hereinafter referred to as "Contract Extension"), subject to the same terms.
3. A suitable automobile will be provided for **ROBERT A. SENDEROFF'S** use consistent with the Athletic Department's Memorandum of Agreement regarding automobiles, which is incorporated herein by reference.
4. **ROBERT A. SENDEROFF** shall have primary recruiting, hiring, and dismissal prerogatives for all assistant men's basketball coaches subject to the final approval of the Director and the President. In addition, **ROBERT A. SENDEROFF** shall have salary recommendation authority for all assistant men's basketball coaches, subject to the approval of the Director, within the aggregate salary pool amount determined by the President. The prerogatives granted to **ROBERT A. SENDEROFF** shall at all times be exercised consistent with **UNIVERSITY** policy and procedure.
5. **ROBERT A. SENDEROFF** shall not accrue vacation, but shall be granted 20 days paid leave per year upon the approval of the Director.
6. a. In addition to the duties of coaching men's basketball, **ROBERT A. SENDEROFF** shall also have the following supplemental duties:
 - i. Develop and participate in fund raising opportunities which may benefit either Men's Basketball or the Department of Intercollegiate Athletics in general.
 - ii. Provide his talents for on-air performance and off-air production for radio and/or television programs initiated by the Department of Intercollegiate Athletics. **ROBERT A. SENDEROFF** 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.
 - iii. 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.
- b. The salary stated for these supplemental duties is in consideration of **ROBERT A. SENDEROFF** 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. **ROBERT A. SENDEROFF** recognize that his promise to work for the **UNIVERSITY** for the entire term of this three (3) year Contract or the end date of a Contract Extension, is of the essence of this Contract with the **UNIVERSITY**. **ROBERT A. SENDEROFF** and **UNIVERSITY** each recognize that each is making a highly valuable investment in the basketball program by entering into this Contract and each

party's investment would be lost were there to be a termination of this Contract prior to the expiration its expiration.

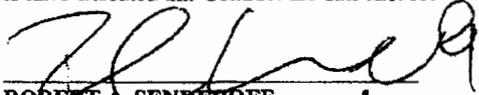
- a. Accordingly, subject to **ROBERT A. SENDEROFF'S** continuing compliance with NCAA and **UNIVERSITY** rules and regulations including but not limited to cause as defined in Rule 3342-6-05(D)(2) of the Administrative Code as contained in the University Policy Register; **ROBERT A. SENDEROFF** agrees that in the event he resigns or otherwise terminates his employment prior to March 31, 2014 or the end date of a Contract Extension, and is employed or performing services for a person, entity or institution other than the **UNIVERSITY** or the **University** terminates **ROBERT A. SENDEROFF** prior to that date then the party initiating the termination shall pay to the other an amount equal to the balance of the then-current total annual salary due for the remaining amount of the term of this Contract.
 - b. In addition, **ROBERT A. SENDEROFF** agrees that he will neither 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, **ROBERT A. SENDEROFF** will not respond to such inquiries without the written (which includes retrievable electronic communications) permission of the Director, with such permission not to be unreasonably withheld, subject to the provisions which follow. It is understood that denying such requests for permission after May 1 of any given year, except in extraordinary circumstances about which **ROBERT A. SENDEROFF** will advise the Director, shall not be deemed unreasonable. Nor shall it be deemed unreasonable to deny permission at any time prior to April 1, 2012.
 - d. Further, permission pursuant to paragraph 7c above shall not be deemed unreasonably withheld prior to the requesting institution entity or person agreeing in writing to pay the Early Departure Fee to the **UNIVERSITY** should **ROBERT A. SENDEROFF** accept a position with the requesting institution, entity or person and **ROBERT A. SENDEROFF** agreeing in writing that if he accepts such a position, he shall forfeit any bonuses earned during that termination year.
 - e. Further, permission pursuant to paragraph 7c above shall not be deemed unreasonably withheld prior to the requesting institution, entity or person or **ROBERT A. SENDEROFF** providing written proof that a copy of this contract, including the buyout provision has been provided to the requesting institution, entity or person and that they understand and agree to the terms. Such proof must include the written commitment from **ROBERT A. SENDEROFF** and the requesting institution, entity or person to pay the Early Departure Fee .
8. **ROBERT A. SENDEROFF** 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 **ROBERT A. SENDEROFF** may be associated with, and for lectures and clinics, so long as he is the Head Men's Basketball Coach.
9. a. **ROBERT A. SENDEROFF** 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:
- i. Conduct a Men's Basketball Camp or School. **ROBERT A. SENDEROFF** 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.
 - ii. 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
 - iii. Conduct or appear in clinics of all types, both national and international; and
 - iv. 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.

- b. These endeavors, items 9ai. through 9aiv., shall be conducted on *non-university* time unless approved in advance in writing by the Director, and create no obligation for the UNIVERSITY to ensure **ROBERT A. SENDEROFF** such opportunities.
10. **ROBERT A. SENDEROFF** 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/or serious violations of NCAA regulations.
 - b. **ROBERT A. SENDEROFF** 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 to the President. If **ROBERT A. SENDEROFF** 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 including immediate termination and subject to **ROBERT A. SENDEROFF** paying the remainder of the liquidated damages.
 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 **ROBERT A. SENDEROFF** up to and including termination of employment without further obligation if **ROBERT A. SENDEROFF** is found to have committed deliberate and serious violations of the UNIVERSITY, MAC, 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, other than bonuses or incentives, is payable twice monthly subsequent to 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 **ROBERT A. SENDEROFF'S** account.
 15. It is understood and agreed that this Contract is for **ROBERT A. SENDEROFF'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 **ROBERT A. SENDEROFF** 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.

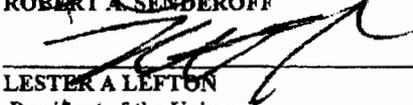
IN WITNESS WHEREOF, the parties hereto have executed this Contract the date first set forth above

Witness



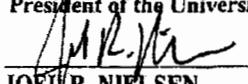
ROBERT A. SEMBEROFF

Witness



LESTER A LEFTON
President of the University

Witness



JOE R. NIELSEN
Director of Intercollegiate Athletics

**Employment Contract
Between
Darrell Hazell
Head Football Coach
And
KENT STATE UNIVERSITY, Kent, Ohio**

This Contract entered into this 17th day of December, 2010, by and between **Kent State University, Kent, Ohio, and Darrell Hazell.**

WHEREAS, **Kent State University** agrees that **Darrell Hazell** shall be employed by **Kent State University** (hereinafter referred to as "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 employing **Darrell Hazell** as the Head Football Coach shall be for a period of five (5) years and shall expire on June 30, 2016, except as may be hereafter extended. Under any of the following opportunities for automatic contract extension, the total contract term at any given time shall not exceed 5 years. Extension years beyond 5 will not accumulate and will not be "banked." Should Hazell achieve 7 wins for 2 seasons during the first 3 years of this contract, one additional year shall be added to the term of this contract. After the first two years of this contract, should he win 8 or more games in any one season during any of the last 3 years of this contract, 2 additional years shall be added to the term of this contract.

2. a. The salary shall be as follows: a base salary of \$250,000 per year for coaching duties and a supplemental salary of \$50,000 for supplemental duties hereinafter delineated, for a total annual salary of \$300,000; with a deferred salary equal to the employee contribution the state retirement system or a state-approved alternative retirement system and the remainder to be paid as a cash salary. On or about June 1 of each year (beginning June, 2011), the salary will be reviewed by the Director of Intercollegiate Athletics (hereinafter referred to as "the Director"). The Director shall recommend a salary to the President of the University (hereinafter referred to as "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, **Darrell Hazell** salary shall increase by not less than that amount. Increases for merit may be recommended at the discretion of the Director, based upon **Darrell Hazell's** performance and 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.

b. Additionally, should **Darrell Hazell** accomplish any of the following achievements, he shall receive, minus all regular payroll deductions, the respective bonus amount indicated on or before June 30 of the year in which earned:

—MAC Coach of the Year - \$5,000

—MAC Division Champion- \$5,000 or
MAC Regular Season Overall Champion - \$10,000

Bowl Appearance- \$10,000 or
Bowl win-\$15,000

Increase in sold* season tickets (2010 baseline number, 2,024) of 10%-24%- \$1,000 or

Hazell

Increase in sold* season tickets of 25%-49%- \$2,500 or
Increase in sold* season tickets of 50% or greater-\$5,000
* Does not include sponsorship dollars directed by University to increase ticket sales.
Annual Team GPA of 2.5 or greater-\$1,000

~~N/A - (Success Rate) or 86% or greater - \$5,000~~

~~N/A -~~

Each 1A win per season over 6-\$5,000

(4) + Bowl

Each percentage point of increase in graduation rate over 86%- \$1,000

— For each year in which at least 60% of football scholarship recipients are Ohio residents, as defined by the home address of the student-athlete's legal guardian- \$5000

3. A suitable automobile will be provided for **Darrell Hazell's** use consistent with the Athletic Department's Memorandum of Agreement regarding automobiles, which is incorporated herein by reference.
4. **Darrell Hazell** shall have primary recruiting, hiring, and dismissal prerogatives for all assistant football coaches subject to the final approval of the Director and the President. In addition, **Darrell Hazell** shall have salary recommendation authority for all assistant football coaches, subject to the approval of the Director, within the aggregate salary pool amount determined by the President. The prerogatives granted to **Darrell Hazell** shall at all times be exercised consistent with **UNIVERSITY** policy and procedure.
5. **Darrell Hazell** shall not accrue vacation, but shall be granted 20 days paid leave per year upon the approval of the Director.
6. a. In addition to the duties of coaching football, **Darrell Hazell** shall also have the following supplemental duties:
 - i. Develop and participate in fund raising opportunities which may benefit either football or the Department of Intercollegiate Athletics in general.
 - ii. Provide his talents for on-air performance and off-air production for radio and/or television programs initiated by the Department of Intercollegiate Athletics. **Darrell Hazell** 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.
 - iii. 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.
- b. The salary stated for these supplemental duties is in consideration of **Darrell Hazell** 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. **Darrell Hazell** 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 with the **UNIVERSITY**. **Darrell Hazell** 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 with the **UNIVERSITY** prior to the expiration of this Contract. Accordingly, he will pay to the **UNIVERSITY** as liquidated damages an amount equal to his base and supplemental salary, multiplied by the number of years (or portion(s) thereof) remaining on the Contract.
 - a. Accordingly, subject to **Darrell Hazell** continuing compliance with NCAA and

Hazell

UNIVERSITY rules and regulations including but not limited to cause as defined in Rule 3342-6-05(D)(2) of the Administrative Code as contained in the University Policy Register; **Darrell Hazell** agrees that in the event he resigns or otherwise terminates his employment prior to June 30, 2016, and is employed or performing services for a person, entity or institution other than the UNIVERSITY or the University terminates **Darrell Hazell** prior to that date, then the initiating party shall pay to the other an amount equal to the balance of the then-current total annual salary multiplied by the number of years (or portion(s) thereof) due under the then remaining amount of the term of this Contract, less amounts that would otherwise be deducted or withheld from his salary including payroll taxes and employee contributions to the state retirement system or a state approved alternative retirement system. After January 1, 2016, if a rollover provision has extended the contract beyond that June 30, 2016, either party may terminate the contract upon payment of liquidated damages equal to one year of the then current annual salary.

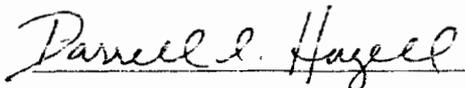
- b. In addition, **Darrell Hazell** agrees that he will neither seek potential job prospects nor accept a position within the MAC nor will he seek job prospects with any other program during the term of this agreement.
 - c. If, however, he is sought for a job prospect outside of the MAC, **Darrell Hazell** will not respond to such inquiries without the permission of the Director, with such permission not to be unreasonably withheld. It is understood that denying such requests for permission after February 1 of any given year, except in extraordinary circumstances about which **Darrell Hazell** will advise the Director, shall not be deemed unreasonable. Nor shall it be deemed unreasonable to deny permission at any time prior to April 1, 2012.
 - d. Permission pursuant to paragraph 7c above shall be conditioned upon the requestor agreeing, prior to the granting of such permission, to pay such termination costs described in paragraph 7a above to the UNIVERSITY should **Darrell Hazell** accept a position with the requestor and **Darrell Hazell** agrees that if he accepts such a position, he shall forfeit any bonuses earned during that termination year.
8. **Darrell Hazell** 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 UNIVERSITY that **Darrell Hazell** may be associated with, and for lectures and clinics, so long as he is the Head Football Coach.
9. a. **Darrell Hazell** shall have the right during each year of the term of this Contract in which he holds the position of the UNIVERSITY'S Head Football Coach to:
- i. Conduct a Football Camp or School. **Darrell Hazell** shall be entitled to use the name of the UNIVERSITY in association with any football school or camp provided such camps are conducted in accordance with the UNIVERSITY'S Sport Camp policies.
 - ii. 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, except for those initiated or produced by or for the UNIVERSITY; and
 - iii. Conduct or appear in clinics of all types, both national and international; and
 - iv. 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.
- b. These endeavors, items 9ai. through 9aiv., shall be conducted on *non-university* time unless approved in advance in writing by the Director, and create no obligation for the UNIVERSITY to

Hazell

ensure **Darrell Hazell** such opportunities.

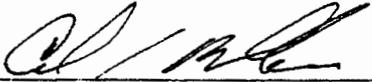
10. **Darrell Hazell** agrees to abide by all National Collegiate Athletic Association (hereinafter called "NCAA") rules, regulations and requirements, inclusive of but in no way limited to the following:
 - a. As required by NCAA regulations, a coach may be suspended for a period of time, without pay, or the coach's employment may be terminated if the coach is found to be involved in deliberate and/or serious violations of NCAA regulations.
 - b. **Darrell Hazell** 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 to the President. If **Darrell Hazell** 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 **Darrell Hazell** up to and including termination of employment without further obligation if **Darrell Hazell** is found to have committed deliberate and/or negligent serious violations of the **UNIVERSITY**, **MAC**, 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, other than bonuses or incentives, is payable twice monthly subsequent to 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 **Darrell Hazell's** account.
15. It is understood and agreed that this Contract is for **Darrell Hazell's** assignment and performance as the Head Football 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 football coach shall be a breach of this Contract by the **UNIVERSITY**, the same as if **Darrell Hazell** 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. Your eligible moving expenses will be reimbursed to you according to University Policy [3342-7-02.6]. In order to be reimbursed, documentation of expenses must be submitted with your reimbursement request to your supervisor.
18. 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



Hazell

Witness

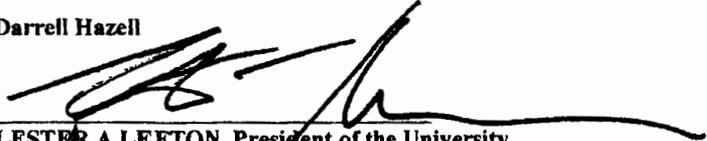


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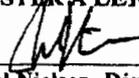


Witness

Darrell Hazell



LESTER A. LEFTON, President of the University



Joel Nielsen, Director of Intercollegiate Athletics

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