

Employment Contract
Between
PAUL HAYNES
HEAD FOOTBALL COACH
And
KENT STATE UNIVERSITY, Kent, Ohio

This Contract entered into this 18th day of December 2012, by and between **Kent State University**, and **PAUL HAYNES ("COACH")**.

WHEREAS, Kent State University agrees **COACH** (hereinafter referred to as "**COACH**") shall 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 commence on December 18, 2012 and terminate on June 30, 2018.
2. The salary for fiscal year 2012-2013 shall be a total salary of \$375,000.00 annually (base salary of \$250,000.00 per year for coaching duties and a supplemental salary of \$125,000.00 for supplemental duties herein delineated), distributed pro rata for the first year from the date of commencement, 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 \$2,500.00 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, **COACH's** salary shall increase by not less than that amount. Increases for merit may be recommended at the discretion of the Director, based upon **COACH'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.
 - a. The University will reimburse **COACH** for one-time moving expenses not to exceed \$20,000.00 consistent with University Policy 3342-7-02.6, receipts of such expenses must be provided to the Director of Intercollegiate Athletics no later than March 1, 2013.
3. Additionally, should **COACH** accomplish any of the following achievements, he shall receive, minus all regular payroll deductions, the respective bonus amount indicated:
 - o MAC Coach of the Year: \$5,000.
 - o MAC Divisional Champion: \$5,000.
 - o MAC Regular Season Overall Champion: \$10,000.
 - o ~~Non-BCS Bowl Appearance: \$10,000.~~
 - o Non-BCS Bowl Win: \$15,000.
 - o BCS Bowl Appearance: \$25,000.
 - o ~~BCS Bowl Win: \$50,000.~~
 - o National Championship (as recognized by the BCS), \$100,000.
 - o Each Division IA win after the 6th win in a season: \$5,000.
 - o Increase in ticket sales
 - Increase in sold* season tickets of 10% - 24% over 2012 season: \$1,000
 - Increase in sold* season tickets of 25% - 49% over 2012 season: \$5,000; OR
 - Increase in sold* season tickets of 50% or greater: \$5,000

* Does not include sponsorship dollars directed by University to increase ticket sales.
 - o Annual Team GPA 2.5 or greater: \$1,000.
 - o GSR (Graduation Success Rate) of 80% or greater: \$5,000.

- APR (Academic Progress Rate) of 1000: \$1,000.
 - Each percentage point of increase in graduation rate over 86%: \$1,000
 - For each year in which at least 60% of team roster are Ohio residents: \$10,000.
4. A suitable automobile will be provided for **COACH**'s use consistent with the Athletic Department's Memorandum of Agreement regarding automobiles, which is incorporated herein by reference. University will provide an additional seat for all away game charter transportation to **COACH**.
 5. **COACH** 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, **COACH** 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 **COACH** shall at all times be exercised consistent with University policy and procedure.
 6. In addition to the duties of coaching football, **COACH** 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. **COACH** agrees that he is ready and willing to provide such talent for such programs and is receiving compensation hereunder for such talents, but that nothing herein shall be construed as requiring the University to undertake such programs, except in the University's sole discretion.
 - c. Participate as requested by the Department of Intercollegiate Athletics in the design and implementation of marketing and promotions initiatives relative to awareness and attendance at football events.
 7. **COACH** shall not accrue vacation in accordance with normal University policy, but shall be granted 20 days (per year of the term of this Contract) paid vacation leave upon approval of direct supervisor and the Director of Intercollegiate Athletics. There is no carryover or accumulation of unused days from year to year.
 8. **COACH** recognizes that his promise to work for the University for the entire term of this Contract is of the essence of this Contract with the University. **COACH** and University each recognize that each is making a highly valuable investment in the Football program by entering into this Contract and each party's investment would be lost were there to be a termination of this Contract prior its expiration and the obligations within this section represent a fair and equitable agreement that is understood by both parties and agreed to by both parties.
 - a. Accordingly, subject to **COACH** 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; **COACH** agrees that in the event he resigns or otherwise terminates his employment prior to June 30, 2018 or the end date of a Contract Extension, and is employed or performing services for a person, entity or institution other than the University then he shall be obligated to pay the University in the amount of \$1,050,000.00 due within 30 days of the date such termination takes effect. This amount shall be reduced by 20 percent for each season completed by **COACH**. This amount contemplates the flat fee for this engagement with no deductions as any time.
 - b. If the University terminates **COACH** prior to June 30, 2018, subject to **COACH** 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, then the University shall be obligated to pay **COACH** for the remaining term of the Agreement, prorated to his then current base salary, and due within 30 days of the date such termination takes effect.
 - c. In addition, **COACH** agrees that he will neither seek potential job prospects nor accept a position within

the MAC during the term of this agreement.

- d. If, however, he is sought for a job prospect by a team either in the MAC or outside of the MAC, **COACH** will not respond to such inquiries without the written (which includes retrievable electronic communications) permission of the Director with respect to each job prospect, with such permission not to be unreasonably withheld, subject to the provisions that follow. It is understood that denying such requests for permission after July 1 of any given year, except in extraordinary circumstances about which **COACH** will advise the Director, shall not be deemed unreasonable. Nor shall it be deemed unreasonable to deny permission at any time prior to July 1, 2013. Failure to secure the written permission provided for under this section is a material breach of this Agreement.
 - e. Further, permission pursuant to paragraph 8d above shall not be deemed unreasonably withheld prior to the requesting institution entity or person agreeing in writing to pay any obligation owed by **COACH** under Section 8 of this Agreement to the University should **COACH** accept a position with the requesting institution, entity or person and **COACH** agreeing in writing that if he accepts such a position, he shall forfeit any bonuses earned during that termination year.
 - f. Further, permission pursuant to paragraph 8d above shall not be deemed unreasonably withheld prior to the requesting institution, entity or person or **COACH** providing written proof that a copy of this contract, including the language in Section 8, 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 **COACH** and the requesting institution, entity or person to pay any obligation owed by **COACH** under Section 8 of this Agreement.
9. **COACH** shall have the right to use the game film of all University Football contests in connection with any television show, sanctioned and approved by the Kent State University that **COACH** may be associated with, and for lectures and clinics, so long as he is Head Football coach.
10. **COACH** 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. **COACH** shall be entitled to use the name of Kent State University in association with any Football 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 clinics of all types, both national and international; and
 - d. Negotiate and retain, as **COACH**'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 **COACH**. Net camp/clinic proceeds as defined as gross receipts minus all expenses, including facility charges, insurance and additional staff compensation.

These endeavors, items 10a through 10d, 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 **COACH** of such opportunities.

11. **COACH** agrees to abide by all National Collegiate Athletic Association ("NCAA") rules, regulations and requirements (hereinafter called "Governing Athletic Rules"), inclusive of but in no way limited to the following:
- a. **COACH** shall know, recognize and comply with all federal, state and local laws, as well as all applicable University Rules and Governing Athletic Rules, in accordance with NCAA Bylaw 11.1.2.1, promote an atmosphere for compliance within the program supervised by Coach and monitor the activities regarding

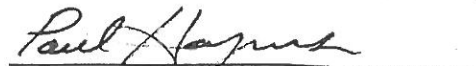
compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to **COACH**; supervise and take appropriate steps to ensure that **COACH**'s assistant coaches, any other employees for whom **COACH** is administratively responsible and the members of the Team know, recognize and comply with all such laws, University Rules and Governing Athletic Rules; and immediately report to the Director and to the Department's Office of Compliance Services in writing if any person or entity, including without limitation, representatives of Kent State University's athletic interests, has violated or is likely to violate or may potentially have violated any such laws, University Rules and Governing Athletic Rules. **COACH** shall cooperate fully with the Department's Office of Compliance Services at all times.

- b. 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 by the University to be involved in deliberate and serious violations of NCAA regulations. As required by NCAA Bylaw 11.2.1, COACH is hereby notified that in addition to the actions Kent State University may take in accordance with this agreement, COACH is also subject to disciplinary or corrective action by the NCAA as set forth in the provisions of the NCAA enforcement procedures if COACH is found by the NCAA or Kent State University to be in violation of NCAA Bylaws. COACH agrees that Kent State University shall implement any such disciplinary or corrective actions imposed by the NCAA.
 - c. **COACH** 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 **COACH** is found in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedure. b.
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 **COACH** up to and including termination of employment without further obligation if **COACH** 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.
 14. 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.
 15. As earned, deferred salary will be contributed by Kent State University to the retirement system for **COACH** 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. All previous writings or Agreements between the parties are null and void. 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.

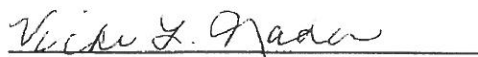
Signatures on the following page

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


Witness



PAUL HAYNES, Head Coach

KENT STATE UNIVERSITY:


Witness


LESTER A. LEFTON, President


Witness


JOEL NIELSEN, Director, Intercollegiate Athletics

FIRST AMENDMENT TO EMPLOYMENT CONTRACT

THIS FIRST AMENDMENT TO EMPLOYMENT CONTRACT ("First Amendment"), is made as of the latter of the signature dates below, by and between Kent State University (hereinafter referred to as "University") and Paul Haynes ("Coach").

WHEREAS, University and Coach entered into that certain Employee Agreement dated December 18, 2012, whereby University engaged Coach to perform certain services for University through the execution of an Employment Contract (the "Agreement"); and

WHEREAS, University and Coach, in their mutual interest, desire to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Coach agree as follows:

In Section 3, the following clauses:

- "Non-BCS Bowl Appearance: \$10,000."
- "Non-BCS Bowl Win: \$15,000."
- "BCS Bowl Appearance: \$25,000."
- "BCS Bowl Win: \$50,000."
- "GSR (Graduation Success Rate) of 80% or greater: \$5,000."
- "APR (Academic Progress Rate) of 1000: \$1,000."
- "Each percentage point of increase in graduation rate over 86%: \$1,000."

shall no longer have any effect and shall be replaced by the following clauses:

- "Bowl Game Appearance: \$10,000"
- "Bowl Game Win: \$15,000"
- "College Football Playoff Game Appearance: \$25,000"
- "College Football Playoff Game Win: \$50,000"
- "College Football Playoff National Championship Game Appearance: \$75,000"
- "College Football Playoff National Championship Game Win: \$100,000"

"(Coach is only eligible for one of the above Bowl Game or College Football Playoff Game achievement bonuses. The bonus shall be paid by June 30 of the fiscal year of achievement.)"

- "Annual team GPA 2.75 or greater: \$2,000"
 - "Annual team GPA 3.0 or greater: \$5,000"
- "(This bonus is cumulative in addition to the existing \$1,000 bonus of "Annual team GPA 2.5 or greater" making Coach eligible for a total amount not to exceed \$8,000 in any one season. The bonus shall be paid by June 30 of the fiscal year of achievement.)"*


Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

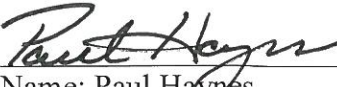
IN WITNESS WHEREOF, each of the parties hereto has caused this First Amendment to be executed by an authorized representative as of the Effective Date.

UNIVERSITY:

Kent State University

By: 
Name: JOEL NIELSEN
Title: ATHLETIC DIRECTOR
Date: 9/26/14

COACH:


Name: Paul Haynes
Date: 12-1-14