



University of New Hampshire
Department of Intercollegiate Athletics
145 Main Street
Durham, NH 03824

HEAD COACH'S EMPLOYMENT CONTRACT

This Agreement ("Agreement") is made between the University of New Hampshire (UNH) and Sean P. McDonnell.

TERMS

In consideration of the mutual covenants and conditions in this Agreement, UNH and Sean P. McDonnell (Coach) agree as follows:

Employment

Subject to the conditions stated in this Agreement, UNH employs Coach as the head coach of the Football Team at UNH, and Coach agrees to and accepts the terms and conditions for employment outlined in the Agreement. This position is classified by the University System of New Hampshire (USNH) as a Professional, Administrative and Technical (PAT) employee and shall be governed by UNH and USNH policies applicable to PAT employees.

Coach shall work under the immediate supervision of the Director of Intercollegiate Athletics (Director) of UNH, and shall confer with the Director on all matters requiring approval for administrative and technical decisions and as is otherwise appropriate or required.

Coach shall manage and supervise the Football Team and perform such other duties in the intercollegiate athletic program of UNH consistent with his position and as may be reasonably assigned.

Term

Except as specifically set forth below concerning bonuses, this Agreement commences on February 1, 2010 and extends for five (5) consecutive years, expiring on January 31, 2015 unless sooner terminated in accordance with its provisions.

This Agreement is renewable solely upon an offer from UNH and acceptance by Coach, both of which must be in writing signed by the parties. If this Agreement is not renewed on or before January 31, 2015, it shall automatically expire on that date, except those provisions herein which extend beyond fiscal year 2015 will remain in place.

Compensation

In consideration of services and performance of the conditions of this Agreement by Coach, UNH will pay Coach an annualized salary of \$200,000 effective February 1, 2010. Coach will be eligible for the UNH's standard PAT employee benefit package and is eligible to receive annual salary increases in accordance with the UNH salary increase guidelines.

Coach will receive supplemental pay for each contract year for such activities as appearances on television and radio shows; sponsor agreements for apparel and equipment; and for costs customarily associated with being Head Football Coach including such items as a leased vehicle or annual dues for a country club membership. This supplemental taxable income will be paid ratably throughout the contract year, will be \$15,750 in fiscal year ending 2010 and it will increase at a rate of 5% per contract year for each succeeding year of the contract through fiscal year ending 2015 (exclusive of compensation for the annual football camp, discretionary business account, and possible performance bonuses addressed in this agreement). Should the policy change with respect to the use of leased vehicles, this provision may be handled differently at no expense or adverse consequence to Coach. Further, any change in policy with respect to vehicles will have no adverse impact on the supplemental pay for each year of this contract.

Coach may run a football camp and receive a salary, of up to 50% of net camp proceeds, to be approved annually by the Athletics Department. Net proceeds from the camp may be used to supplement the salaries of the coaching staff, augment the annual operating budget, or any other purpose, as approved by the Director, that benefits the football program.

Future and anticipated I-A scheduled football contests will result in the head coach realizing 15% of the gross guarantee revenue as supplemental pay not to exceed \$25,000 and 5% of the gross guarantee revenue will be available to the head coach at his discretion to be used for bonuses to assistant coaches and/or enhancements of the operating budget.

Coach will receive annual performance bonuses as follows:

Conference Coach of the Year	\$ 5,000
National Coach of the Year	\$10,000
Winning CAA season title	\$ 5,000
Qualifying for the NCAA Play-offs	\$ 5,000
Participation in the NCAA National Championship	\$10,000
Winning the NCAA National Championship	\$15,000

Bonuses are cumulative in any one year in which Coach qualifies for more than one bonus, and will be paid to Coach no later than June 15th of each contract year.

Other compensation, honoraria, or benefits, whether internal or external, will be permitted only with prior written consent, signed by Coach and the University President, and attached as an addendum to this contract.

Coach's Duties and Performance Expectations

In consideration of the annual salary, fringe benefits and contract renewal, coach agrees as follows:

Coach will represent the University on a high professional level with dignity, integrity, and strength of character (as reasonably determined by UNH). Coach must respect the rights and dignity of each student-athlete (as reasonably determined by UNH). Coach also must display sensitivity to diversity issues and shall work to create an inclusive and welcoming environment (as reasonably determined by UNH);

Coach will make clear to the student-athletes in his charge the acceptable standards of behavior and conduct for student-athletes that are expected as set forth in UNH policies applicable to students and/or student-athletes. Coach also will make clear that appropriate disciplinary action will be enforced when these standards are not observed;

Coach will recruit, train, develop and retain athletically talented student-athletes to compete successfully against opponents (success shall be reasonably defined by the Director or designee and communicated to Coach), while ensuring the welfare of student-athletes;

Encourage student-athletes to perform to their highest academic potential, monitor student-athletes' progress-toward-degree requirements to remain eligible, and use best efforts to ensure each graduates (excluding those who have the opportunity to play football professionally);

Give attention to the retention and eligibility of student-athletes as it impacts your sport's APR (Academic Progress Rate) and GSR (Graduation Success Rate);

Responsible for ensuring that team expenditures do not exceed the team budget;

Maintain competency with respect to knowledge of and compliance with applicable state and federal laws, university policies/regulations, your sport's conference rules/policies, and NCAA rules, and report to the Director your knowledge of any violation of NCAA, conference and/or institutional rules;

Pass the NCAA coaches certification test, attend all mandatory NCAA compliance meetings and maintain appropriate forms and documentation in office files to be reviewed upon request;

Participate in athletic department meetings;

Engage team in community outreach activities;

Develop and maintain strong alumni, parent, and booster support for your sport; work with the your team's booster group, the Wildcat Athletic Council and UNH Foundation in an effort to increase annual contributions and scholarships for your team and the Athletics department;

Ensure an appropriate squad size for your team, which is set by the Athletics administration, so that the department can remain in compliance with Title IX and the Office of Civil Rights standards for athletic participation;

Observe and uphold all academic standards, requirements and policies of UNH;

Submit to the Director (or designee) a written self-evaluation within 60 days after the last game of the season and a written evaluation of the assistant coaches;

Be actively involved in developing strategies and making public appearances to increase attendance in your sport;

Actively pursue strong print and electronic media relations;

Coach will not accept compensation in any form from any person or entity other than UNH without prior written approval of the Athletics Director and President;

Coach and UNH agree to use the above criteria in assessing Coach's performance of duties under the Agreement.

Termination by UNH

Coach's appointment under this Agreement shall be subject at any time to disciplinary action for misbehavior, malfeasance, violation of institutional policies, or violation of NCAA or conference rules or regulations, up to and including termination in accordance with the UNH and USNH policies applicable to PAT employees. For intentional, material breaches of the terms of this Agreement, termination shall be at UNH's discretion and not subject to the terms of UNH and USNH policies on the disciplining of PAT employees. Decisions by UNH to pursue disciplinary action, not renew the agreement, or to terminate it for an intentional, material breach shall not be grievable under the terms of UNH or USNH policy.

As a condition of this appointment, Coach hereby acknowledges and agrees that the public's goodwill and confidence are substantial and valuable assets of UNH and its Department of Athletics, and Coach's personal and professional conduct can directly affect the public's goodwill toward and confidence in UNH and its Department of Athletics. Therefore, Coach shall at all times and in all ways conduct himself so as to protect, preserve and enhance that goodwill and confidence. The University may take disciplinary action against Coach, to include, but not be limited to, probation, suspension, termination of Coach's employment, or cancellation of this coaching contract if Coach's conduct has a significant, negative effect on the goodwill of the public at large toward or confidence in the University or its Athletics Department.

In addition to the above, Coach shall be subject to disciplinary or corrective actions as set forth in the provisions of the NCAA enforcement procedures, if found to have violated NCAA rules. These procedures detail disciplinary action for both secondary and major violations of NCAA rules, which includes suspension without pay or termination of employment for significant or repetitive violations. If the university or the NCAA determines that Coach has been involved in a major violation of NCAA rules, the university in its sole discretion may terminate this contract, effective upon Coach's receipt of written notification.

In the event of a non-renewal, termination, or cancellation of this coaching contract under any of the three preceding paragraphs (i.e., a termination for Cause), UNH shall have no obligation to pay Coach any further amounts past the effective date of the non-renewal, termination or cancellation, whether for salary, supplemental, incentive, fringe, bonus or any other form of compensation.

UNH shall have the option, at any time and for any reason (i.e., a termination without Cause), to terminate this coaching contract upon at least thirty 30 days advance written notice to Coach and relieve Coach of all duties provided that UNH shall, within 30 days of the date of such notice, pay the Coach a lump sum buy-out payment equal to one year of base salary at Coach's then-current rate of pay. Calculation of such payment amount shall not include any supplemental,

incentive, fringe, bonus, or other form of payments as may be provided for in this agreement. Upon payment of such lump sum buy-out, UNH shall have no further monetary obligation to Coach. Failure to timely pay said amount shall constitute a breach of this Agreement and said sum shall be recoverable, together with reasonable attorney's fees and interest, in any court of competent jurisdiction. Notwithstanding the foregoing, said termination shall be effective on June 30th, or on an earlier date between the day immediately following the conclusion of the NCAA national championship and June 30th; provided, however, that if UNH chooses an earlier termination date UNH agrees to pay Coach any earned but unpaid bonuses for such contract year.

Termination by Coach

Coach recognizes that his promise to work for UNH for the entire term of this Agreement ending on ~~June 30, 2013~~ ^{January 31, 2013} is of the essence of this Agreement to UNH. Coach also recognizes that UNH is making a highly valuable investment in his continued employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with UNH prior to the expiration of the term of this Agreement. Nevertheless, the parties agree that Coach may terminate this Agreement prior to its normal expiration on June 30, 2013, but only upon the following terms and conditions:

(a) Written Notice. Coach may terminate this Agreement during its term by giving UNH at least thirty (30) days advance written notice of the termination of his employment with UNH. Such notification of termination by Coach may occur only during the period commencing the day immediately following the conclusion of the regular season and continuing for thirty (30) days from that date and at no other time. Further, Coach shall not make public his intention to terminate this Agreement until after the official playing season, including post-season competition and he has provided the required written notice to UNH.

(b) Liquidated Damages Upon Termination by Coach. If Coach terminates this Agreement and accepts a coaching position at a NCAA Division I FCS institution prior to termination of this Agreement or within 12 months after the date of termination, Coach shall pay to UNH, as liquidated damages, in a lump sum, an amount equal to that year's base salary.

Such liquidated damages shall be due and payable 30 days after the effective date of the termination of this Agreement or after he accepts such other position, whichever is later. Failure to timely pay said liquidated damages shall constitute a breach of this Agreement and said sum shall be recoverable, together with reasonable attorney's fees and interest, in any court of competent jurisdiction.

The parties have bargained for and agreed to the foregoing liquidated damages provision, giving due consideration to the fact that UNH will incur administrative, recruiting and

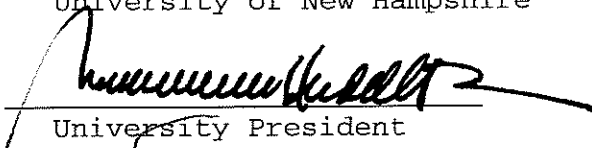
relocation costs in obtaining a replacement for Coach in addition to the potentially increased compensation costs and loss of ticket revenues if Coach terminates this Agreement while serving as Head Coach of the UNH's intercollegiate football team, which damages are extremely difficult to determine with certainty or fairly or adequately. The parties further agree that the payment of such liquidated damages by Coach shall constitute adequate and reasonable compensation to UNH for the damages and injury suffered by it because of such termination by Coach. The foregoing shall not be, nor shall it be construed to be, a penalty.

IN WITNESS WHEREOF, Coach and the authorized representative(s) of UNH have executed this Agreement by setting forth their signatures below:

University of New Hampshire

Date: 2/4/10

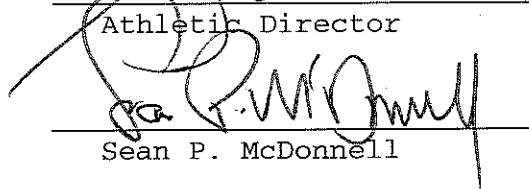
By:


University President

Date: 1/31/10


Athletic Director

Date: 2/1/10


Sean P. McDonnell

CC: Human Resources

