

CHANGES TO COACH CONTRACT TEMPLATE

ARTICLE 3 - TERM OF EMPLOYMENT

Par 3.4 Employee's Certification Of Truth And Accuracy Of Materials And Representations.

The proposed contract adds language to clarify that the Coach has a continuing obligation to certify the truth and accuracy of materials provided and representations.

ARTICLE 4 - POSITION

Par 4.2.b General Duties And Responsibilities Of Employee.

The proposed contract adds language to clarify that:

Reports of rules violations must be made within 48 hours (template language required violations to be reported "promptly"); and

The University has the right in its "sole discretion" to determine whether the Coach has exhibited behavior that is negative for NSHE or the University (*e.g.*, behavior that brings NSHE or the University into disrepute.)

Par 4.2.c Duties And Responsibilities While Employed As Head Coach.

The proposed contract adds language to allow the Athletic Director to appoint a "designee" for purposes of revising and setting the Coaches duties and responsibilities.

Par 4.3.b Discipline/Corrective Action.

The proposed contract modifies the template language to:

Extend the time period for the Coach to respond to disciplinary charges from 1 day to 2 days; and
Clarify that the Athletic director will provide the Coach with a summary of the decision.

Par 4.4 Reporting Relationship.

The template states that the Coach will report to the Athletic Director. The proposed contract adds language to allow the Athletic Director to appoint a "designee" for reporting purposes.

Par 4.5 Annual Personnel Evaluations.

The proposed contract:

Adds the following sentence: "A poor win/loss record alone shall not constitute a lack of Competiveness for purposes of this Section 4.5.";

Changes the template language which states that two consecutive annual unsatisfactory performance evaluations "shall be cause for termination," to "three consecutive" unsatisfactory performance evaluations "could be ample justification to support termination with cause;" and
Clarifies that assistant coaches are evaluated as "administrative faculty" employees.

ARTICLE 5 - COMPENSATION

Par 5.2 Fringe Benefits.

The revisions add language to allow the Athletic Director to appoint a "designee" to approve leave requests from the Coach.

Par 5.6.a Additional Compensation - Media and Public Appearances.

The template has been revised to:

Provide for payment of the Media and Public Appearance Fee in equal monthly installments, rather than after the end of the fiscal year in which it is earned; and

Adds the following sentence: "Failure to appear or unsatisfactory participation may subject Employee to discipline or correction action as set forth in Section 4.3.b of this Agreement."

Par 5.6.c Additional Compensation - Revenue Enhancement Payment.

5.6.c.1: Revised to indicate that the Coach will forfeit the Revenue Enhancement Payment if he is terminated with cause on or before May 1st of that year. The template also provided that the payment would be forfeited if the University terminates without cause or if the Coach terminates

for convenience on or before the specified date.

Par 5.6.d Additional Compensation - Retention Payment.

Adds Retention Payment of \$300,000 at the beginning of contract fiscal years 3 and 4, and \$100,000 at the beginning of year 5.

Par 5.6.e Additional Compensation - Hosting Account.

Adds annual hosting account of \$15,000.

Par 5.7 Supplemental Compensation – Athletic Performance Payment.

The proposed contract:

Removes the requirement to achieve a minimum APR in order to receive post season bonuses;
and

Provides that the Coach will forfeit the Athletic Performance Payment if he is terminated with cause on or before May 1st of that year. The template provides that the Payment would also be forfeited if the Coach terminates for convenience or if the Coach is terminated by the University for convenience by the specified date.

ARTICLE 6 - TERMINATION

Par 6.1 Termination by University.

Par 6.1.a Termination Without Cause.

6.1.a.1: The proposed contract adds language to clarify that if terminated for convenience, the Coach is entitled to payment of sums that have been earned and are still owed;

6.1.a.3: The proposed contract changes the template language to provide that the University's payment obligation to the Coach is offset by his salary from any new employment "in the field of basketball." Under the template, if the Coach obtains employment in any athletic or sports related position, the University's payment obligation ceases. Language is added to clarify how the payments are calculated.

Par 6.1.c. – Termination by University with Cause.

6.1.c.10: The contract adds a ten-day period for the Coach to cure any contract breaches.

Par 6.2.a.1 Written Notice of Termination.

The contract changes the time limitation for the Coach to terminate for convenience from "outside the Program's team playing season and recruiting contact periods" to "after the Program's final game of the applicable playing season."

Par 6.2.a.2 Liquidated Damages.

The proposed contract removes base salary as part of the liquidated damages owed by the Coach if he terminates for convenience, and sets forth liquidated damages amounts of \$1 million (contract years 1-2); \$750,000 (contract years 3-4); and lessor of \$500,000 or balance of base pay (contract year 5).