EMPLOYMENT
AGREEMENT BETWEEN
RICHARD WILSON STOCKSTILL
AND
MIDDLE TENNESSEE STATE UNIVERSITY

THIS AGREEMENT, by and between **MIDDLE TENNESSEE STATE UNIVERSITY**, a public university within the Tennessee Board of Regents System of the State of Tennessee (hereinafter referred to as "University"), and **RICHARD WILSON STOCKSTILL**, (hereinafter referred to as "Coach").

W I T N E S S E T H:

WHEREAS, University desires to utilize the services of Coach as head coach of its intercollegiate men's football program ("Program") under the terms and conditions as set forth herein; and

WHEREAS, Coach desires to provide his services as head coach of the University's intercollegiate men's football program under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises above recited and of the mutual covenants contained herein, the parties agree as follows:

1. **Employment.** Subject to the terms and conditions stated in the provisions of this Agreement, University hereby employs Coach as head coach of its intercollegiate men's football program, and Coach hereby agrees to and accepts the terms and conditions for said employment as outlined herein.

2. **Term of Agreement.**

   2.1 This Agreement shall be effective **July 1, 2013** and shall terminate on **June 30, 2019** subject to the terms of this Agreement.

   2.2 Except as set forth below, this Agreement is renewable solely upon express written agreement executed by the parties.

   2.3 This Agreement will be automatically extended for one additional year annually for a maximum period of two years if the following conditions are met during any contractual year:

      2.3.1 The football team Academic Progress Rate is 940 or above;

2.3.2 The football team has an overall winning record or at least 5 conference wins; and

2.3.3 There have been no Level I or Level II NCAA violations and no acts of gross negligence which undermine the football program or the University.

2.4 If Coach continues to perform the duties and responsibilities of head coach after expiration of the stated term without execution of a new agreement or amendment to extend the term, this Agreement shall be extended automatically on a month-to-month basis until terminated by either party upon thirty (30) days prior written notice.

2.5 If this Agreement is extended on a month-to-month basis and then terminated as provided for in this provision, Coach agrees that University shall have no additional payment obligations thereafter.

2.6 Coach expressly agrees that neither his employment with University nor the terms of this Agreement grant to Coach a claim to tenure in employment, or any year of employment attributable to tenure.

2.7 This Agreement shall automatically expire if Coach dies or, if in conformance with applicable law, he is determined to be unable to perform his essential duties as described herein. The Agreement shall also automatically expire in the event of Coach's resignation or retirement from University employment or upon his acceptance of other employment.

3. Base Salary.

3.1 In consideration for Coach's services and satisfactory performance of the terms and conditions of this Agreement, University agrees to pay Coach a base salary ("base salary") of Six Hundred Twenty One Thousand Seven Hundred Four Dollars and Fourteen Cents ($621,704.14) per annum for his services as head coach of the Program.

3.2 Effective January 1, 2014, and annually for a maximum period of two (2) years, Coach shall be entitled to an increase in his base salary in effect at that time, of One Hundred Thousand Dollars and No Cents ($100,000.00) up to a maximum total of Five Hundred Thousand Dollars ($500,000.00) over the course of the five year period, provided the following conditions are met:

3.2.1 The football team Academic Progress Rate is 940 or above in the current academic year;

3.2.2 The football team has an overall winning record or at least 5 conference wins for that same year; and

3.2.3 There have been no Level I or Level II NCAA violations during the current year and no acts of gross negligence during the current year which undermine the football program or the University.

3.3 Additionally, Coach shall receive Four Hundred Dollars ($400.00) per month as an unaccountable expense allowance. The allowance shall be paid on the tenth (10^{th}) of each month. Coach shall submit a written request for the monthly allowance to the University Business Office at the beginning of each month on a form prescribed by the University.

3.4 Coach shall not receive across-the-board salary increases as authorized by the State of Tennessee.

3.5 Compensation shall be paid on a monthly basis on the last day of each month. It is agreed that the compensation paid shall be subject to the same payroll deductions that apply to the University's non-academic administrative employees and to those deductions required by law.

3.6 All payments due under this agreement are subject to furloughs, pay freezes, salary reductions or other adjustments to the same extent they are required of other employees of the University or the Athletic Department.

4. Employment Benefits.

4.1 Coach shall be eligible to participate in group insurance, retirement and voluntary payroll deduction programs under the same terms and conditions, including employer contributions, applicable to the University's non-academic administrative employees. Employer contributions shall be based on Coach's base salary amount paid pursuant to ***Paragraph 3*** ("Base Salary").

4.2 The amounts received by Coach under ***Paragraph 6*** ("Radio, Television and Other Media") of this Agreement shall not be considered salary compensation by the University, and employment benefits, including, but not limited to, retirement, shall not be paid on this amount.

4.3 Unless otherwise provided to the contrary, Coach shall be entitled to standard fringe benefits that are provided all twelve month, administrative, full-time employees; however, Coach will be allowed to take up to twenty-four (24) paid annual leave days per calendar year as scheduled and approved in advance by the Athletic Director (hereinafter to include his/her designee). Annual leave must be used when Coach is conducting any camp or clinic throughout the calendar year. Coach shall not accrue annual leave or carry annual leave forward from year to year. Coach shall accrue sick leave as applicable to all full time University employees. Annual leave will not be paid after the termination date of this Agreement or the date Coach receives notice of non-renewal, whichever occurs earlier. Coach shall receive all University paid holidays so

long as such holidays do not interfere with his duties and responsibilities as head coach.

4.4 Coach shall also be entitled to receive twenty (20) complimentary football season tickets to use at his discretion consistent with university and NCAA regulations.

5. Duties and Responsibilities of Head Coach.

5.1 Coach agrees to faithfully and conscientiously perform the duties of head coach of the Program to the best of his ability and to devote his best efforts and full time to the University, subject to the general supervision and pursuant to the orders, advice, and direction of the University's Athletic Director. Coach agrees that the duties of head coach are the essence of this Agreement with the University. Coach agrees to maintain the high moral and ethical standards commonly expected of him as a leading representative of the University.

5.2 Coach will undertake to perform properly, efficiently, to the best of his ability and in keeping with the standards of conduct, all duties and responsibilities attendant to the position of head coach. In this regard, Coach agrees to abide by and comply with all rules, regulations and interpretations of the National Collegiate Athletic Association ("NCAA") and any conference with which the University is or becomes affiliated ("Conference"), and the policies and procedures of University and its governing board, the Tennessee Board of Regents ("TBR"), as currently in place or as may hereafter be adopted, in the administrative operation of the Program.

In addition, Coach shall use his best efforts to create a culture of compliance and monitor and/or ensure that all assistant coaches of Middle Tennessee State University intercollegiate men's football team, any other University employee for whom Coach is administratively responsible, and representatives of the University's athletic interests, comply with the foregoing policies, procedures, guidelines, interpretations, rules and regulations. In the event Coach becomes aware or has reasonable cause to believe that one or more violations of such policies, procedures, guidelines, interpretations, rules or regulations have taken place, he shall report the same promptly to the University's Athletic Director and the University's Athletic Compliance Office.

5.3 Coach understands that the academic standards, requirements and policies of the University are to be observed and maintained by him and the members of the staff of the Department of Athletics, including the Program's coaching staff, and that the compromise and violation of those standards, requirements and policies will not be tolerated. Coach agrees to follow conscientiously any directives from the Athletic Director (or designee) concerning such matters.

5.4 Coach's duties and responsibilities include, but are not limited to: managing the Program within an approved budget; recommendation for employment of assistant coaches and other staff; supervision of assistant coaches, administrative and other Program office staff; supervising compliance by assistant coaches, administrative staff, players, boosters, and other representatives of the University's athletic interests, with the rules and regulations of the NCAA, Conference, and the University; assisting with supervision and discipline of players in University facilities and during team travel; assisting with discipline of athletes failing to meet academic requirements and responsibilities including minimum grade point averages and attendance at classes, study hall, and tutoring sessions; planning and directing training of the men's football team members; directing the conditioning of players to achieve maximum athletic performance; assessing player's skills and assigning team positions; evaluating own and opposing team capabilities to determine game strategy; cooperating with news media and public relations as requested by the Athletic Director including speaking responsibilities, public service, fundraising, academic promotions, receptions at legislative meetings, TBR functions, booster activities, University development and foundation activities, alumni function involvement; and, any other obligations specified by the Athletic Director.

5.5 Other coaching duties and responsibilities include, but are not limited to: recruiting players; analyzing performance and instructing players in game strategies and techniques to prepare them for athletic competition; observing players while they perform to determine need for individual or team improvement; coaching players individually or in groups; demonstrating football techniques; overseeing daily practice of players to instruct them in areas of deficiency; and, determining strategy during games/tournament, independently or in conference with other coaching staff members.

5.6 Coach and the Athletic Director or his designated representative shall collaborate in scheduling game opponents and other Program activities; however, the Athletic Director or his designated representative shall have the right of final approval of all scheduling decisions.

5.7 Upon written notice, the Athletic Director may reassign any or all of the duties described herein to another University employee.

6. <u>Radio, Television and Other Media</u>.

6.1 Coach shall be paid annually by December 31 the sum of Seventy-Five Thousand Dollars ($75,000.00) in compensation for all appearances requested by the University for radio, television, internet or any other medium whatsoever whether now existing or developed in the future. This amount is not part of base salary. If requested by Coach, the University agrees to pay the monies due in this ***Paragraph 6*** to an entity formed by Coach. Coach's television and

radio appearance responsibilities under this ***Paragraph 6*** include, but are not limited to:

- a weekly half-hour television program;
- a weekly one-hour live radio program; and
- a pre-game and post-game show during all radio broadcasts of the University's intercollegiate football games.

6.2 Coach's responsibilities for weekly television and radio programs shall begin approximately two weeks prior to the first game of the intercollegiate football season and conclude one week after the last game of the season, including all post-season games.

6.3 The University shall own all rights to the programs contemplated in this ***Paragraph 6*** and shall be entitled, at its option, to produce and to market the programs or to negotiate with third parties for the production and marketing of the programs. Coach shall not unreasonably refuse to personally contact sponsors to increase advertising revenue and shall not unreasonably refuse to make commercial endorsements of program sponsors' products or services as part of his obligation to work toward successful programs. The University shall have the exclusive right to contract with program sponsors for commercial endorsements by Coach and to authorize the use of such endorsements both during the program and at other times. The University shall be entitled to retain all revenue from program sponsors for commercial endorsements used during the programs. Coach agrees that the University may use, without additional compensation except as set forth in this Agreement, his name, picture, likeness, and voice in connection with such programs and endorsements, and in all other respects for purposes consistent with this section and elsewhere in this Agreement. Coach shall not appear without the prior written approval of the University in any competing television or radio programs during the term of this Agreement, except routine news media interviews for which no compensation is received. The University recognizes that the coaching responsibilities of Coach place limitations on the amount of personal time which Coach can devote to such programs and shall not require Coach to expend unreasonable amounts of time in connection with such programs. The reasonable efforts required of Coach under this section shall be that due diligence and personal time customarily exerted by head football coaches in the promotion and production of similar television and radio programs at other institutions of higher education with intercollegiate football programs.

7. Camps and Clinics.

7.1 Coach shall be permitted to conduct a private football camp(s) and clinic(s) up to three (3) weeks per year, utilizing the University football facilities.

7.2 All camps and clinics must be conducted in conformance with all applicable NCAA rules and regulations and University policies, procedures and guidelines. The manner, means and details of the camps and clinics, including but not limited to, fees, giveaways, concessions, etc., must be submitted to and approved by the University prior to advertisement of the camp(s) and clinics.

7.3 The University shall be compensated One Hundred Dollars ($100.00) per week for Coach's use of the football facilities. Other facilities, including, but not limited to, non-football recreation facilities, residence halls, dining, track and swimming pools, may be utilized provided the facility is available and confirmed by the University and the University is compensated for such use in an amount to be mutually determined at the time of request and prior to such use. At no time shall the rates charged by the University exceed approved rates for general use of said facilities.

7.4 The University is not responsible for and does not guarantee any revenue from the camp and clinics. Moreover, since the camps and clinics shall be a private venture, Coach shall not indicate directly or indirectly that it is a University football camp, and no goods and/or services shall be solicited or acquired in the name or credit of the University. Further, Coach shall carry adequate public liability and other appropriate forms of insurance in the amount(s) required by University and pay all taxes incident thereto. Coach agrees to have criminal background checks run on each camp or clinic staff member who has teaching, coaching or supervisory responsibilities. Coach agrees to otherwise indemnify and hold harmless the University from any and all liability which may occur or arise out of the camps and clinics, except any liability resulting from University's gross negligence. Per NCAA legislation, all camps and clinics will be subject to a yearly audit by the University.

7.5 Neither Coach nor any other person hired by or acting for Coach in connection with his camps or clinics shall have the authority to make any representation or promise on behalf of University, or commit University to any obligation or undertaking. It is understood and agreed that Coach is not an employee or agent of University with respect to the operation of camps or clinics at University or elsewhere, and University has no ownership interest in or responsibility for the camps or clinics profit, loss or expenses.

8. **Automobile.** University shall use its best efforts during each year of this Agreement to make available to Coach, the use of one automobile loaned by a local automobile dealer or other source. Coach agrees to be responsible for all expenses associated with operating the automobile, including but not limited to, obtaining comprehensive auto insurance on the vehicle, liability to the dealers and third parties, fuel, service and maintenance expenses, etc. Upon request of the dealers or in the event the University either terminates the services of Coach pursuant to the provisions of this Agreement or Coach no longer provides his services as head coach for University, Coach agrees to return the automobile to

the dealers or to deliver such automobile to the designated representative of the University within ten (10) business days of written notification from the dealer or the University.

In the event the University is unable to secure an automobile for Head Coach, the University will provide Head Coach with a monthly automobile allowance of Six Hundred Dollars ($600.00) per month.

9. **University Name and Logos.** Coach agrees that he shall not, directly or by implication, use the University's name, logos or any other trademarks in the endorsement of commercial products or services.

10. **Conflict of Interest.** Coach agrees that he will not use his position as head coach for personal benefit or gain without prior written approval from the University, which shall not be unreasonably withheld or delayed in the exercise of the University's reasonable business judgment provided that Coach meets the prior consent and other requirements of the NCAA and ***Paragraph 11*** ("Athletically Related Income and Financial Disclosures.") This prohibition includes, but is not limited to, soliciting and/or accepting private employment, consultation, gifts, gratuities, speaking engagements, endorsement of commercial products, serving on advisory boards (including those of athletic sporting goods companies, etc.) as same may relate to Coach's position and/or services hereunder, and/or the purchase of goods and/or services for the Program. Any knowing violation of this provision may be considered a conflict of interest under University and TBR policies and procedures and/or Tennessee state law and/or a violation of Article 11.2.2 of the 2012-13 NCAA Division 1 Manual, as may be amended, and may constitute grounds for termination of Coach for cause.

11. **Athletically Related Income and Financial Disclosures.**

11.1 As required by Article 11.2.2. of the 2012-13 NCAA Division 1 Manual, as may be amended, Coach is required to annually provide a detailed written account to the President, through the Athletic Director, for all athletically related income and benefits from sources outside the University. Sources of such income shall include, but are not limited to, the following:

- Income from annuities;
- Sports camps;
- Housing benefits (including preferential housing arrangements);
- Country club memberships;
- Complimentary ticket sales (Note: sale of complimentary tickets is prohibited by University policy);
- Television and radio programs; and
- Endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers.

11.2 The approval of all athletically related income and benefits shall be consistent with TBR and University outside employment and conflict of interest policies and any other applicable laws, policies, guidelines and regulations.

11.3 Coach shall submit a financial disclosure on the prescribed form within one month of initial appointment and annually thereafter in January as required by TBR Policy No. 1:02:03:10, as may be amended.

12. Other Employment.

12.1 Employment as Coach. While serving as head coach of the Program, Coach agrees that he shall not personally, or through any agent, actively seek, negotiate for, or accept other full-time or part- time employment as a coach without first having obtained written consent from University.

12.2 Other Activities, Outside Employment and Extra Compensation. The parties acknowledge that full-time employment requires full-time professional expertise, commitment, and energies. Consistent with TBR Policy No. 5:01:05:00, Outside Employment and Extra Compensation and University Policy No. II:01:07, Outside Employment, as both may be amended, Coach may engage in consulting and other professional activities outside the University. Prior to engaging in outside employment, Coach shall obtain advance approval from the Athletic Director, provide verification that the activity does not constitute a conflict of interest, and supply a written description of the nature of the employment and the expected commitment of time. Outside employment of Coach shall comply with applicable rules or regulations of the NCAA and/or any conference with which the University is or becomes affiliated ("Conference"). In addition, "outside employment" as used herein shall not include the football camps as described in ***Paragraph 7*** ("Camps and Clinics") of this Agreement. Coach shall not accept outside employment as a coach or perform coaching duties for any team or organization other than the University's men's football program during the term of this Agreement without first obtaining written approval from the University. Coach may pursue and enter into endorsement, consultation or merchandizing contracts with athletic shoe, apparel or equipment manufacturers, provided that such do not conflict with the interests of the University or other University contract or obligation. Prior to entering into such an agreement, Coach shall provide a copy of the proposed endorsement, consultation, or merchandizing contract to the Athletic Director and obtain written approval from the Athletic Director, which approval shall not be unreasonably withheld.

12.3 All outside employment shall be independent of Coach's employment at the University, and the University shall have no responsibility or liability for claims arising therefrom. In the event University dismisses Coach or terminates this

Agreement, regardless of the reason or timing of such action, Coach shall have no claim or cause of action against University for loss of any contract or income Coach may have otherwise received from outside employment.

13. Suspension or Termination for Cause.

13.1 Coach agrees to provide his services as head coach consistent with the terms and conditions of this Agreement, the laws of the State of Tennessee and the United States, the policies, procedures and requirements of the University and the TBR, the constitution, bylaws and rules and regulations of the NCAA and/or Conference applicable to any prior or current employer of Coach (including University),. In addition to the aforesaid, Coach agrees to perform his services under this Agreement diligently and faithfully. Coach shall act with honesty and sportsmanship at all times and represent the honor and dignity of fair play and the generally recognized high standards associated with wholesome competitive sports. Grounds for suspension or termination for cause shall include, but not be limited to, any of the following:

13.1.1 Coach is unable or fails to perform his obligations under this Agreement;

13.1.2 Coach is determined to be engaged in significant or repetitive violations of NCAA regulations;

13.1.3 Coach actually knows, or in the exercise of reasonable diligence should have known, of violations of NCAA regulations committed by members of the Program's staff (including coaches), student athletes and/or boosters and fails to immediately act on or attempt to correct such violations;

13.1.4 Coach actually knows, or in the exercise of reasonable diligence should have known, of violations of NCAA regulations committed by members of the Program's staff (including coaches), student athletes and/or boosters and fails to immediately report such violations to the Athletic Director and Compliance Office;

13.1.5 Coach fails to use his best efforts create a culture of compliance and to monitor and/or ensure that all assistant coaches of Middle Tennessee State University's intercollegiate men's football team, any other University employee for whom Coach is administratively responsible, and representatives of the University's athletic interests, comply with NCAA and/or Conference rules, regulations and interpretations.

13.1.6 Coach's prolonged absence from his duties and responsibilities as head coach of the Program without the written consent of the Athletic Director and/or the University President;

13.1.7 Coach engages in conduct that would violate a criminal statute, or is convicted of or pleads guilty to a violation of any criminal statute, other than a minor traffic violation;

13.1.8 Coach otherwise engages in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of head coach or which negatively or adversely affects the reputation of the University or the University's Program in any way;

13.1.9 Coach violates University or TBR policies or guidelines, and/or laws or regulations of the United States or the State of Tennessee; or

13.1.10 Coach violates of any term of this Agreement.

13.2 Coach may be suspended or terminated for cause at any time, without notice.

13.3 Coach will be deemed to have committed an NCAA violation under this provision not only by direct action, but also if he actually knows of or is negligent in discovering violations committed by members of the coaching staffs, administrative staff, student athletes, boosters, or other representatives of the University's athletic interests and fails to act on or attempt to correct such violations. The foregoing shall apply whether the NCAA violation(s) occurred at MTSU or any other institution.

13.4 Coach will be deemed to have committed an NCAA violation under this provision not only by direct action, but also if he fails to use his best efforts to create a culture of compliance and monitor and/or ensure that all assistant coaches of Middle Tennessee State University intercollegiate men's football team, any other University employee for whom Coach is administratively responsible, and representatives of the University's athletic interests, comply with NCAA and/or Conference rules, regulations and interpretations.

13.5 Violations of NCAA regulations may subject Coach to disciplinary or corrective actions identified in the provisions of the NCAA enforcement procedures, which may be imposed in addition to or independent of any action University might take pursuant to this Paragraph.

13.6 If terminated for cause, Coach shall not be entitled to receive any compensation or any other amount from the University beyond the termination date set forth in the termination notice.

14. **Process for Suspension or Termination for Cause.** The University shall have the right to suspend or terminate for cause the services of Coach at any time during the term of this Agreement if reasonable grounds exist to believe that Coach has committed any of the acts and/or violations identified in ***Paragraph 13*** ("Suspension or Termination for Cause") herein.

14.1 Coach may be suspended with pay or reassigned pending the outcome of an investigation or other matter relating to the existence of cause for suspension or termination. Suspension or termination of Coach's employment pursuant to this ***Paragraph 14*** may occur only with the approval of the University's President.

14.2 Coach may request review of his suspension or termination for cause before an employee panel within ten (10) business days of receiving notice of suspension or termination. To the extent practicable, such notice shall be provided to Coach by the University in advance of implementation of suspension or termination.

14.3 Upon receipt of a timely request for review, the University's President shall appoint a three-person panel to examine the matter. The panel's membership shall include the University's NCAA Faculty Athletics Representative.

14.4 The Panel shall consider and hear reasons for and against the suspension or termination. Coach shall have the right to be present during the hearing, to appear before the panel, and to make oral and written submissions in his own behalf. Both Coach and the University may be accompanied by an attorney or other advisor or representative. Such representatives shall act solely as advisors to their respective clients and may not speak on behalf of their clients or lodge objections during the hearing.

14.5 Following the hearing, the Panel shall close for deliberations and make written findings of fact and recommendations on the suspension or termination which shall be submitted to the University's President within thirty (30) days after the date on which the hearing is completed. The University President may accept or reject and/or otherwise modify the Panel's recommendations. The President's decision shall be final.

14.6 Coach understands and agrees that the process described herein is his sole process to contest or appeal his termination for cause or suspension and that no other process or procedure shall be applicable. However, the parties agree that this clause does not affect rights that Coach has under any applicable civil rights laws.

15. Other Disciplinary Action.

15.1 The University may take other disciplinary or corrective action short of termination for cause in the event of the occurrence of any act or event which could be grounds for termination for cause under ***Paragraph 13*** ("Suspension or Termination for Cause").

15.2 Other disciplinary or corrective action may include, but is not limited to, the following: reduction of salary and/or bonus compensation; loss or reduction of the amount of any special allowance, set forth in this Agreement; or other disciplinary or corrective action which may be authorized by the provisions of the NCAA enforcement procedures.

15.3 Violations of NCAA regulations may subject Coach to disciplinary or corrective actions identified in the provisions of the NCAA enforcement procedures which may be imposed in addition to or independent of any action University might take pursuant to this Paragraph.

16. Termination without Cause; Reassignment. Notwithstanding any provision of this Agreement to the contrary, University shall have the right to terminate the employment of Coach without cause at any time. Upon termination pursuant to this ***Paragraph 16,*** the University shall pay the annual amounts due under ***Paragraph 3*** ("Base Salary") of this Agreement, prorated monthly, as of the first day of the month following the effective date of termination, for the remaining term of this Agreement ("Payout Period"). This amount shall be paid as a contractual obligation and not as a salary and remains subject to all duties, rights, and remedies set forth in this agreement. In the event of said termination, the University shall not be responsible to Coach for any other amounts whatsoever, including but not limited to employee benefits, raises, automobiles or bonuses. In the event the University terminates the employment of Coach without cause, the following shall be applicable during the Payout Period:

16.1 Coach shall make diligent efforts to obtain and accept employment or earn other types of compensation. Coach agrees to actively seek other employment that is not limited to just a coaching position. Other comparable employment may include, but is not limited to, head coach or assistant coach at a college or university, including junior colleges, or a professional team. Coach's failure to diligently seek other employment or other compensation, or failure to accept reasonable employment shall nullify the University's obligation to make any payments hereunder.

16.2 Any amounts earned by Coach through employment or by contract during the Payout Period shall reduce the amounts paid Coach by the University. The University will be responsible only for the difference between the prorated amount paid under this ***Paragraph 16*** less any compensation (including

deferred compensation relative to any services/work performed and/or remuneration) paid to Coach.

16.3 As a condition of receiving the monthly prorated amount, Coach shall file monthly reports with the Athletic Director detailing Coach's efforts to obtain work, the results of said efforts, and any amount earned. A report must be filed even if no compensation is received.

16.4 As a further condition of receiving the monthly prorated amount, Coach must execute a comprehensive release within 15 days of the date of termination in the form determined from time to time by the University is its sole discretion. Generally, the release will require Coach and/or his personal or legal representatives, executors, administrators, successors, heirs, and assigns to release the University and its officers, employees, and representatives from all claims arising out of or related to Coach's employment with the University, including statutory and common law claims, other than any claim that the University has violated this Employment Agreement. Upon Coach's termination of employment with the University, Coach will be presented with a release in conformance with this paragraph, and if Coach fails to timely execute the release, Coach agrees to forego any payment from the University under this ***Paragraph 16***.

16.5 Notwithstanding any provision herein to the contrary, the University retains the option of reassigning Coach to other responsibilities consistent with his education and experience, thereby releasing him of head coach responsibilities. In the event of such reassignment, Coach shall receive only his Base Salary with employee benefits and shall not be entitled to any other amounts whatsoever, including but not limited to, unearned bonuses. If Coach refuses to accept such reassignment, then such refusal shall be considered a resignation from employment as set forth in ***Paragraph 2*** ("Term of Agreement").

17. **Termination Remedies.** Coach acknowledges that in the event of termination of this Agreement by the University for any reason, his sole and exclusive remedy, if any exist against the University shall be in accordance with the procedures and amounts set forth in ***Paragraphs 14 and 16,*** as applicable. In no event shall the University be liable for direct, indirect, special, incidental or consequential damages (including loss of profits), except as specifically provided for in this Agreement.

18. **Termination by Coach.**

18.1 In the event Coach seeks to terminate this Agreement before the completion of the term of this Agreement, Coach shall pay in full as liquidated damages to the University prior to Coach's effective date of termination, the sum Two Hundred Thousand Dollars ($200,000).

18.2 The parties have bargained for and agreed to the foregoing liquidated damages provision, which is reasonable in light of the anticipated or actual harm which would be caused by a termination of this Agreement by Coach, the difficulty of proving the loss to the University with certainty, and the infeasibility of otherwise obtaining an adequate remedy. The University shall not be liable for the loss of any collateral business opportunities or any other benefits, prerequisites, or income from any sources that might ensue as a result of Coach's termination of this Agreement.

In the event that legal action becomes necessary for the University to enforce its rights under this ***Paragraph 18***, the University shall also be entitled to payment from Coach for its reasonable attorney's fees and costs.

19. Performance and Award Bonuses. Any bonus awarded under this ***Paragraph 19*** is payable within thirty (30) days after the conclusion of the fiscal year in which it is earned. The bonuses set forth in this **Paragraph 19** shall be cumulative.

19.1 If during any year within the term of this Agreement the intercollegiate football team wins the Conference championship game, Coach shall receive a bonus of Ten Thousand Dollars ($10,000.00).

19.2 If during any year within the term of this Agreement the intercollegiate football team participates in a post-season bowl game other than a Bowl Championship Series ("BCS") bowl game, Coach shall receive a bonus equivalent to one month of the base salary in ***Paragraph 3***.

19.3 If during any year within the term of this Agreement the intercollegiate football team participates in a BCS bowl game, Coach shall receive a bonus of Fifty Thousand Dollars ($50,000.00).

19.4 If during any year within the term of this Agreement, Coach is named "Coach of the Year" by Conference, Coach shall receive a bonus of Five Thousand Dollars ($5,000.00).

19.5 If during any year within the term of this Agreement Coach is named "National Coach of the Year" as selected by the Associated Press, American Football Coaches Association, Sporting News, the Maxwell Coach of the Year, Walter Camp Coach of the Year, Bobby Dodd Coach of the Year, or Paul "Bear" Bryant Coach of the Year, Coach shall receive a bonus of Fifteen Thousand Dollars ($15,000.00).

20. Bonuses for Graduation Success Rate and Academic Progress Rate (APR). Any bonus awarded under ***Paragraph 19*** is payable within thirty (30) days after the NCAA publishes the final APR for the Program.

20.1 For the purposes of this provision, the term "academic year" refers to the year that commences at the beginning of the Fall semester and includes the Spring and Summer semesters of the immediately following year.

20.2 If the intercollegiate men's football team APR is above 950 in any season, as reported to the NCAA, Coach shall receive a bonus payment of Five Thousand Dollars ($5,000.00).

20.3 If the intercollegiate men's football team APR is 1000 in two consecutive seasons, as reported to the NCAA, Coach shall receive a bonus payment of Ten Thousand Dollars ($10,000.00).

20.4 The maximum amount payable pursuant to this ***Paragraph 20*** for any year is Ten Thousand Dollars ($10,000.00).

21. Incentives. Coach shall receive the following incentives in addition to the base salary, bonuses, and other benefits specified herein:

21.1 For each One Hundred Thousand Dollars ($100,000.00) increase (no proration) in paid attendance (not including comps, President, VP, Guests, and retirees tickets) over the immediately preceding football season, Coach shall receive a bonus of Five Thousand Dollars ($5,000.00) up to a maximum of Fifteen Thousand Dollars ($15,000:00) annually payable within thirty (30) days after the conclusion of the fiscal year in which it is earned.

21.2 For each One Hundred Thousand Dollars ($100,000.00) increase (no proration) in cash (not gift-in-kind) donations to the Blue Raider Athletic Association ("BRAA") in non-restricted and football designated funds when compared to the immediately preceding fiscal year, Coach shall receive a bonus of Four Thousand Dollars ($4,000.00) up to maximum of Sixteen Thousand Dollars ($16,000.00) annually payable within thirty (30) days after the conclusion of the fiscal year in which it is earned.

22. Bonuses.

22.1 Notwithstanding any provision herein to the contrary, in order to be entitled to any bonus(es) described in this Agreement, including but not limited to, those bonuses described in ***Paragraph 19*** ("Performance and Award Bonuses"), and ***Paragraph 20*** ("Bonuses for Graduation Success Rate and Academic Progress Rate (APR)"), Coach must complete the season as head coach.

22.2 Notwithstanding any provision herein to the contrary, it is anticipated that the amounts described in ***Paragraph 19*** ("Performance and Award Bonuses"), and ***Paragraph 20*** ("Bonuses for Graduation Success Rate and Academic Progress Rate") will be funded through contributions from the BRAA. In the event of a payment default, the University shall have twenty (20) business days after it

has been notified by Coach in writing that a payment has not been made when due in order to cure the payment default ("Cure Period").

22.3 In the event the BRAA elects not to fund these amounts, failure by the University to pay them during the Cure Period shall not be deemed a breach but shall entitle Coach to terminate this Agreement without penalty. Coach can exercise his right to terminate this Agreement by submitting written notification to the University of a termination pursuant to ***Paragraph 18*** within three (3) business days of the expiration of the Cure Period. By electing to terminate this Agreement pursuant to ***Paragraph 18***, Coach relieves the University of any obligation to pay the funds that the University defaulted on.

22.4 In the event the Program is subjected to an academic performance penalty or other penalty by the NCAA during the term of the Agreement, Coach, at the discretion of the Athletic Director, may not be eligible to receive any performance and award bonuses under ***Paragraphs 19 and 20***.

23. Miscellaneous.

23.1 The employment relationship between Coach and University shall be determined solely by the terms and conditions of this Agreement. This employment in no way grants to Coach a claim to tenure in employment.

23.2 This Agreement shall be governed by, construed and enforced under the laws of the State of Tennessee. Any and all claims against the State of Tennessee, including the University or the TBR, their officers, agents or employees based on the terms or conditions of this Agreement shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the State of Tennessee shall be limited expressly to claims paid by the Claims Commission pursuant to T.C.A. § 9-8-301 et seq.

23.3 Coach shall not, in violation of the law or applicable policy, discriminate against any individual, including but not limited to, employment of assistant coaches and other staff or recruitment of players on the basis of race, sex, sexual orientation or gender identity, age, color, religion, ethnic or national origin, disability status, or status as a covered veteran. Furthermore, Coach shall be responsible for and shall require his staff to comply with all personnel policies and guidelines including, but not limited to, those dealing with prohibited discrimination and shall require his staff to participate in training programs offered by University.

23.4 If any provision of this Agreement shall be determined to be contrary to law, void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.

23.5 Coach agrees as a condition of his employment to abide by the Drug-Free Workplace Act of 1988 and to notify the Office of Human Resource Services of any criminal drug conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

23.6 The University may cancel this Agreement at any time upon thirty (30) days notice without further obligation due to lack of funding or a determination by the TBR to eliminate the Program for lack of funds, or a decision to discontinue Program made in accordance with University policy and procedures.

23.7 Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits received pursuant to this Agreement.

23.8 Coach acknowledges that he has read and understands the foregoing provisions of this Agreement, that he has been afforded and has exercised the opportunity to consult with personal legal counsel that the provisions are reasonable and enforceable, and he agrees to abide by this Agreement and the terms and conditions set forth herein.

23.9 This Agreement shall not be binding upon the parties until it is approved and/or signed by the University's President or his designee, and the Tennessee Board of Regents, where appropriate.

23.10 This Agreement constitutes the entire understanding between the parties and supersedes all prior communications, agreements or proposals relating thereto. Neither party has been induced to enter into this Agreement by any statements or representations not contained in this Agreement. This Agreement contains all the terms between the parties and may not be modified nor any provision waived except in a written amendment executed by all parties hereto.

23.11 No delay or failure to enforce any provision of this Agreement by the University shall constitute a waiver or limitation of rights enforceable under this Agreement.

23.12 The headings of sections and subsections, to the extent used herein, are for convenience and reference only, and in no way define, limit, or describe the scope or intent of any provision hereof, and therefore shall not be used in construing or interpreting the provisions hereof.

23.13 All notices and other communications permitted or required by this Agreement will be in writing and either delivered in person, sent by overnight delivery service providing receipt of delivery, or mailed by certified mail, postage prepaid, return receipt requested, restricted delivery to the other party. Any notice sent by hand delivery or by overnight courier will be deemed to have been received on the date of such delivery. Any notice sent by mail

will be deemed to have been received on the third business day after the notice will have been deposited in the mail. All such notices and communications, unless otherwise designated in writing, will be sent to:

UNIVERSITY:
Middle Tennessee State University
Attention: Chris Massaro, Athletic Director
Murphy Center, Room 150
Murfreesboro, TN 37132

COACH:
Middle Tennessee State University
Attention: Richard Stockstill, Head Coach
Box 77 MTSU
Murfreesboro, TN 37132

IN WITNESS WHEREOF, Coach and the duly authorized representatives of the University have caused this Agreement to be executed on the dates indicated.

MIDDLE TENNESSEE STATE UNIVERSITY

Sidney A. McPhee, President

Date: 8-22-13

Chris Massaro, Athletic Director

Date: 8/23/13

HEAD COACH

Richard Stockstill

Date: 8-20-13

AMENDMENT I
TO EMPLOYMENT AGREEMENT BETWEEN
RICHARD WILSON STOCKSTILL
AND
MIDDLE TENNESSEE STATE UNIVERSITY

This **AMENDMENT I** to the Employment Agreement between **RICHARD WILSON STOCKSTILL** ("Coach") and **MIDDLE TENNESSEE STATE UNIVERSITY** ("University") effective July 1, 2013 ("Agreement"), is effective January 1, 2014.

W I T N E S S E T H:

WHEREAS, effective January 1, 2011, University and Coach agreed to a series of automatic one-year contract extensions and $100,000 salary increases if coach met certain defined benchmarks.

WHEREAS, said contract extensions and salary increases were obtainable annually for a maximum period of five years and a maximum total salary increase of $500,000.

WHEREAS, Coach met said benchmarks during the 2010/2011 contractual year (Year 1) and the 2012/2013 contractual year (Year 3) and his contract was extended and his salary increased accordingly.

WHEREAS, Coach met said benchmarks again during the 2013/2014 contractual year (Year 4) and, therefore, is due an additional $100,000 salary increase and one-year contract extension.

WHEREAS, the University desires to amend the terms and conditions of the Agreement to reflect Coach's increased salary and contract term; and

WHEREAS, Coach wishes to accept such revised terms and conditions set forth below;

NOW, **THEREFORE**, in consideration of the mutual promises and agreements set forth below and other good and valuable consideration, the sufficiency of which is acknowledged by the parties, University and Coach agree as follows:

1. Section 2 of the Agreement ("Term of Agreement") is amended by deleting paragraph 2.1 in its entirety and replacing it with the following:

2.1 This Agreement shall be effective July 1, 2013 and shall terminate on June 30, 2020 subject to the terms of this Agreement.

2. Section 2 of the Agreement ("Term of Agreement") is amended by deleting Paragraph 2.3 in its entirety and replacing it with the following:

2.3 This Agreement will be automatically extended for one additional year if the following conditions are met during the 2014/2015 contractual year:

2.3.1 The football team Academic Progress Rate is 940 or above;

2.3.2 The football team has an overall winning record or at least 5 conference wins; and

2.3.3 There have been no Level I or Level II NCAA violations and no acts of gross negligence which undermine the football program or the University.

3. Section 3 of the Agreement ("Base Salary") is amended by deleting paragraph 3.1 in its entirety and replacing it with the following:

3.1 In consideration for Coach's services and satisfactory performance of the terms and conditions of this Agreement, University agrees to pay Coach a base salary ("base salary") of Seven Hundred Twenty One Thousand Seven Hundred Four Dollars and Fourteen Cents ($721,704.14) per annum for his services as head coach of the Program.

4. Section 3 of the Agreement ("Base Salary") is amended by deleting paragraph 3.2 in its entirety and replacing it with the following:

3.2 Effective January 1, 2015, Coach shall be entitled to an increase in his base salary in effect at that time, of One Hundred Thousand Dollars and No Cents ($100,000.00) provided the following conditions are met during the 2014/2015 contractual year:

3.2.1 The football team Academic Progress Rate is 940 or above in the current academic year;

4.2.2 The football team has an overall winning record or at least 5 conference wins for that same year; and

3.2.3 There have been no Level I or Level II NCAA violations during the current year and no acts of gross negligence during the current year which undermine the football program or the University

Unless expressly and specifically amended above, all other terms and provisions of the Agreement shall remain in full force and effect. In the event any provision of this **AMENDMENT I** is found to violate any applicable current or future federal or state law, or NCAA, Conference, or University Rule, then the offending provision shall be null and void and the remainder of **AMENDMENT I** shall remain in full force and effect.

IN WITNESS WHEREOF, Coach and the duly authorized representatives of the University have caused this **AMENDMENT I** to be executed on the dates indicated.

MIDDLE TENNESSEE STATE UNIVERSITY

Sidney A. McPhee, President

Date: 11/10/14

Chris Massaro, Athletic Director

Date: 11/1/14

COACH

Richard W. Stockstill

Date: _____

AMENDMENT II
TO EMPLOYMENT AGREEMENT BETWEEN
RICHARD WILSON STOCKSTILL
AND
MIDDLE TENNESSEE STATE UNIVERSITY

This **AMENDMENT II** to the Employment Agreement between **RICHARD WILSON STOCKSTILL** ("Coach") and **MIDDLE TENNESSEE STATE UNIVERSITY** ("University") effective July 1, 2013 ("Agreement"), is effective January 1, 2015.

W I T N E S S E T H:

WHEREAS, effective January 1, 2011, University and Coach agreed to a series of automatic one-year contract extensions and $100,000 salary increases if Coach met certain defined benchmarks.

WHEREAS, said contract extensions and salary increases were obtainable annually for a maximum period of five years and a maximum total salary increase of $500,000.

WHEREAS, Coach met said benchmarks during the 2010/2011 (Year 1) and 2012/2013 (Year 3) contractual years and his contract was extended and his salary increased accordingly.

WHEREAS, Coach and University entered into a new contract effective July 1, 2013, which adopted the contract extensions and salary increases set forth in the January 1, 2011 agreement.

WHEREAS, Coach met said benchmarks during the 2013/2014 (Year 4) contractual year and his contract was extended and his salary increased accordingly.

WHEREAS, University and Coach anticipate that the benchmarks set forth in the July 1, 2013 Agreement will be met again during the 2014/2015 (Year 5) contractual year, thus entitling Coach to an additional $100,000 salary increase to $821,704, effective January 1, 2015, and contract extension through June 30, 2021.

WHEREAS, University and Coach desire to amend the salary increases and extensions set forth in the July 1, 2013 Agreement as set forth below;

NOW, **THEREFORE**, in consideration of the mutual promises and agreements set forth below and other good and valuable consideration, the sufficiency of which is acknowledged by the parties, University and Coach agree as follows:

1. Section 2 of the Agreement ("Term of Agreement"), as amended, is amended by deleting paragraph 2.1 in its entirety and replacing it with the following:

2.1 This Agreement shall be effective July 1, 2013 and shall terminate on

December 31, 2023 subject to the terms of this Agreement.

2. Section 2 of the Agreement ("Term of Agreement"), as amended, is amended by deleting Paragraph 2.3 in its entirety and replacing it with the following:

2.3 This Agreement will be automatically extended for one additional year if the following conditions are met during any contractual year:

2.3.1 The football team Academic Progress Rate is 940 or above;

2.3.2 The football team wins more than fifty percent (50%) of its games or wins at least six Conference games; and

2.3.3 There have been no Level I or Level II NCAA violations and no acts of gross negligence which undermine the football program or the University.

3. Section 3 of the Agreement ("Base Salary") is amended by deleting paragraph 3.1 in its entirety and replacing it with the following:

3.1 In consideration for Coach's services and satisfactory performance of the terms and conditions of this Agreement, University agrees to pay Coach a base salary ("base salary") as follows per annum for his services as head coach of the Program:

January 1, 2015-December 31, 2018	Seven Hundred Twenty-One Thousand Seven Hundred Four Dollars and Fourteen Cents ($721,704.14)
January 1, 2019-December 31, 2023	Eight Hundred Twenty-One Thousand Seven Hundred Four Dollars and Fourteen Cents ($821,704.14)

4. Section 3 of the Agreement ("Base Salary"), as amended, is amended by deleting paragraph 3.2 in its entirety.

Unless expressly and specifically amended above, all other terms and provisions of the Agreement as amended shall remain in full force and effect. In the event any provision of this **AMENDMENT II** is found to violate any applicable current or future federal or state law, or NCAA, Conference, or University Rule, then the offending provision shall be null and void and the remainder of **AMENDMENT II** shall remain in full force and effect.

IN WITNESS WHEREOF, Coach and the duly authorized representatives of the University have caused this **AMENDMENT II** to be executed on the dates indicated.

MIDDLE TENNESSEE STATE UNIVERSITY

for Sidney A. McPhee, President

Date: 5/27/15

Chris Massaro, Athletic Director

Date: 5/26/15

COACH

Richard W. Stockstill

Date: 5.25.15

COPY

AMENDMENT III TO
EMPLOYMENT AGREEMENT BETWEEN
RICHARD STOCKSTILL
AND
MIDDLE TENNESSEE STATE UNIVERSITY

This **Amendment III** to the Employment Agreement ("Agreement") between **RICHARD STOCKSTILL** ("Coach") and **MIDDLE TENNESSEE STATE UNIVERSITY** ("University") is effective beginning July 1, 2016.

W I T N E S S E T H:

WHEREAS, Coach has met the required benchmarks to earn a one-year extension of his contract with MTSU;

WHEREAS, the University desires to amend the terms and conditions of the Agreement to reflect Coach's increased contract term; and

WHEREAS, Coach wishes to accept such revised terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below and other good and valuable consideration, the sufficiency of which is acknowledged by the parties, University and Coach agree as follows:

1. Section 2 of the Agreement, as amended, is amended by deleting the "December 31, 2023" expiration date in Paragraph 2.1 and replacing it with "December 31, 2024."

2. Section 3 of the Agreement, as amended, is amended by deleting the "December 31, 2023" expiration date in Paragraph 3.1 and replacing it with "December 31, 2024."

Unless expressly and specifically amended above, all other provisions of the original Agreement, as amended, shall remain in full force and effect. In the event any provision of this **AMENDMENT III** is found to violate any applicable current or future federal or state law, or NCAA, Conference, or University Rule, then the offending provision shall be null and void and the remainder of this **AMEDNMENT III** shall remain in full force and effect. This **AMENDMENT III** shall not be binding upon the parties until it is approved and/or signed by the University's President or designee, and Tennessee Board of Regents, where appropriate.

IN WITNESS WHEREOF, Coach and the duly authorized representatives of the University have caused this **AMENDMENT III** to be executed on the dates indicated.

MIDDLE TENNESSEE STATE UNIVERSITY

Sidney A. McPhee, President

Date: 9/9/16

Chris Massaro, Athletic Director

Date: 9/1/16

HEAD COACH

Richard Stockstill

Date: 8-23-16

AMENDMENT IV TO EMPLOYMENT AGREEMENT BETWEEN RICHARD STOCKSTILL AND MIDDLE TENNESSEE STATE UNIVERSITY

This **Amendment IV** to the Employment Agreement ("Agreement") between **RICHARD STOCKSTILL** ("Coach") and **MIDDLE TENNESSEE STATE UNIVERSITY** ("University") is effective beginning July 1, 2017.

W I T N E S S E T H:

WHEREAS, Coach has met the required benchmarks to earn a one-year extension of his contract with MTSU;

WHEREAS, the University desires to amend the terms and conditions of the Agreement to reflect Coach's increased contract term; and

WHEREAS, Coach wishes to accept such revised terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below and other good and valuable consideration, the sufficiency of which is acknowledged by the parties, University and Coach agree as follows:

1. Section 2 of the Agreement, as amended, is amended by deleting the "December 31, 2024" expiration date in **Paragraph 2.1** and replacing it with "December 31, 2025."

2. Section 3 of the Agreement, as amended, is amended by deleting the "December 31, 2024" expiration date in **Paragraph 3.1** and replacing it with "December 31, 2025."

3. References to the "Tennessee Board of Regents" or "TBR" in **Paragraphs 11.2 and 13.1.9** of the Employment Agreement are deleted.

4. References to the "Tennessee Board of Regents" or "TBR" in **Paragraphs 5.2, 5.4, 10, 13.1, 23.2, 23.6, and 23.9** of the Employment Agreement are deleted and replaced with the "Board of Trustees."

5. Reference to TBR Policy 1:02:03:10 in **Paragraph 11.3** is deleted and replaced with MTSU Policy 12.

6. References to TBR Policy 5:01:05:00, Outside Employment and Extra Compensation and MTSU Policy II:01:07 Outside Employment and Extra

Compensation in **Paragraph 12.2** are deleted and replaced with MTSU Policy 814, Outside Employment, Extra Compensation, and Dual Services Agreements.

Unless expressly and specifically amended above, all other provisions of the original Agreement, as amended, shall remain in full force and effect. In the event any provision of this **AMENDMENT IV** is found to violate any applicable current or future federal or state law, or NCAA, Conference, or University Rule, then the offending provision shall be null and void and the remainder of this **AMENDMENT IV** shall remain in full force and effect. This **AMENDMENT IV** shall not be binding upon the parties until it is approved and/or signed by the University's President or designee, and Tennessee Board of Regents, where appropriate.

IN WITNESS WHEREOF, Coach and the duly authorized representatives of the University have caused this **AMENDMENT III** to be executed on the dates indicated.

MIDDLE TENNESSEE STATE UNIVERSITY

Sidney A. McPhee, President

Date: 12/19/2017

Chris Massaro, Athletic Director

Date: 9/20/17

HEAD COACH

Richard Stockstill

Date: 9-20-17