

EMPLOYMENT AGREEMENT OF JERROD CALHOUN

This Employment Agreement ("Agreement"), is made between Youngstown State University ("University"), an Ohio public institution of higher education and Jerrod Calhoun ("Coach"). In consideration of the mutual promises, hereinafter contained, and intending to be legally bound hereby, the parties agree as follows:

1.0 EMPLOYMENT

- 1.1 Head Coach. Subject to the terms and conditions of this Agreement, the University will employ Coach as head coach of the Men's Basketball team ("Team"). Coach represents and warrants that he is fully qualified to serve, and is available for immediate employment, in this capacity.
- 1.2 Reporting. Coach reports directly to the Executive Director of Intercollegiate Athletics ("Athletic Director") and will confer with the Athletic Director or the Athletic Director's designee on all administrative and technical matters.
- 1.3 Duties. Coach manages and supervises the Team and will perform such other duties in the University's athletic program, consistent with his status as head coach, as the Athletic Director may assign.
- 1.4 Employment Status. Coach shall be designated as a member of the University's excluded professional administrative staff<sup>1</sup>, with all privileges and responsibilities as are consistent with University policies, as such policies may be amended from time-to-time. This Agreement is contingent upon approval of the Board of Trustees of Youngstown State University at the next regular or special meeting, the availability of funds and Coach rendering his exclusive full-time services to the

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<sup>1</sup> All references to professional administrative staff/employees in this Agreement refer to professional administrative staff/employees excluded from the University's APAS bargaining unit.

University in accordance with the provisions of all applicable federal, state and local laws, all regulations, policies and procedures of the University, and the National Collegiate Athletic Association (“NCAA”) rules and regulations.

## 2.0 TERM

2.1 Length. This Agreement is for a period of time commencing upon the Effective Date and continuing until April 30, 2028.

2.2 No Tenure. This Agreement does not grant Coach a claim to tenure in employment, nor does Coach’s service pursuant to this Agreement count in any way toward tenure at the University. This Agreement does not grant any expectancy of employment or re-employment except as expressly provided by the terms herein.

## 3.0 COMPENSATION

In consideration of Coach’s services and satisfactory performances of the conditions of this Agreement, the University promises to provide Coach the following described compensation:

3.1 Annual Base Salary. An annual base salary of Three Hundred Thousand (\$300,000) Dollars to serve as Head Men’s Basketball Coach payable in bi-monthly installments in accordance with normal University payroll procedures for professional/administrative unclassified employees.

At a mutually agreeable time within sixty (60) days after completion of each season, the Athletic Director will conduct a performance evaluation of Coach. Coach's Base Salary may be increased in accordance with the policies and procedures determined by the University from time-to-time regarding salary increases for

professional administrative employees, but in no event will the Base Salary be reduced unless the base salaries of other employees similarly situated to Coach are also reduced by the University.

- 3.2 Benefits. Employee benefits shall be provided to Coach as the University provides generally to its professional/administrative employees as revised and/or substituted from time to time by the University, with the following exception relative to vacation leave benefits. These benefits include, but are not limited to, retirement benefits, life insurance, medical and dental coverage, sick leave, holiday leave, moving expenses after obtaining three quotes and selecting the lowest and best bid, and reimbursement for business expenses. Coach shall be granted twenty-two (22) days paid vacation per calendar year or such prorated number of days for a contract term that is less than a calendar year.

All vacation leave accrued prior to April 1, 2028 will continue to be carried forward and may be utilized by Coach consistent with existing guidelines and policies established for Professional/Administrative excluded employees and Coaches, as well as any pertinent procedures of the Department of Athletics. For the vacation leave balance that is carried forward, Coach may be paid for unused vacation leave in accordance with the policies established for the Professional/Administrative excluded employees and Coaches, as well as any pertinent procedures of the Department of Athletics. The combined payout shall not exceed three hundred twenty (320) hours.

- 3.3 Supplemental Compensation/Bonus.

3.3.1 Top Five in League. The University will provide Coach with a bonus in any

Men's Basketball season in which the University's Men's Basketball team finishes the regular season in the top five in the league standings as follows: the bonus will be Twenty-Five Thousand (\$25,000) Dollars for first place, Twenty Thousand (\$20,000) Dollars for second place, Fifteen Thousand (\$15,000) Dollars for third place, Ten Thousand (\$10,000) Dollars for fourth place, and Five Thousand (\$5,000) Dollars for fifth place. If the Men's Basketball team is tied with one or more teams in the final regular season standings, the amount of the bonuses for the tied teams shall be combined and divided by the number of tied teams to determine the bonus amount.

Example: If Youngstown State and one other team tie for third place then the bonus shall be Twelve Thousand Five Hundred (\$12,500.00) Dollars (Fifteen Thousand [\$15,000.00] Dollars for third place added to Ten Thousand [\$10,000.00] Dollars for fourth place, then divided by two).

Notwithstanding the foregoing, in the event of a tie in the regular season standings the University will utilize the Men's Basketball team postseason seed for purposes of determining the bonus amount if such postseason seed results in a higher bonus amount for Coach.

Example: If Youngstown State and two other teams are tied for third place in the regular season standings and Youngstown State is seeded third in the postseason tournament, then the bonus for Coach would be Fifteen Thousand (\$15,000.00) Dollars.

- 3.3.2 Coach of the Year Incentive. If Coach should be named and honored as the “Coach of the Year” by the Horizon League Conference in any given year while Coach is head coach, a bonus of Ten Thousand (\$10,000) Dollars will be provided to Coach.
- 3.3.3 Horizon League /Postseason Incentive. The University will provide Coach with a bonus in any Men’s Basketball season in which the University Men’s Basketball team wins the Horizon League (or any other league to which the University is or becomes a member) postseason championship, and/or participates in a postseason basketball tournament. The bonus will be Fifteen Thousand (\$15,000) Dollars for a Horizon League (or any other league to which the University is or becomes a member) postseason tournament championship and/or participation in the NCAA Men’s Basketball tournament and/or participation in a postseason tournament other than the NCAA. In addition, the bonus will be Ten Thousand (\$10,000) Dollars per game played in the NCAA Men’s Basketball tournament and Five Thousand (\$5,000) Dollars per game played in a postseason tournament other than the NCAA.
- 3.3.4 NET Ranking Bonus. The bonus for a final NCAA Evaluation Tool (NET) ranking as determined by the NCAA between 1-50 will be Fifteen Thousand (\$15,000) Dollars, between 51-100 will be Ten Thousand (\$10,000) Dollars, 101-150 will be Five Thousand (\$5,000) Dollars, and 151-200 will be Two Thousand, Five Hundred (\$2,500) Dollars.
- 3.3.5 Basketball Camp. Coach shall have the right to conduct basketball camp(s)

each summer during the term of this Agreement. The University will make available to Coach necessary University facilities during certain time periods for summer camp(s) that are mutually agreeable to Coach and the University. Coach shall have discretion of distribution of net income generated by the camp, with the approval of the Athletic Director. Net income consists of camp revenues less all expenses, including insurance, equipment, officials, lodging, etc.

3.3.6 APR Score and GPA Bonus. In addition, Coach will be paid Twenty-Five Thousand (\$25,000) Dollars for an annual Academic Progress Rate (APR) score between 930-950, Thirty-Five Thousand (\$35,000) Dollars for an annual APR score between 951-970, Forty-Five Thousand (\$45,000) Dollars for an annual APR score between 971-990, and Fifty Thousand (\$50,000) Dollars for an annual APR score above 990. In addition, Coach will be paid Two Thousand, Five Hundred (\$2,500) Dollars for an overall cumulative team Grade Point Average (GPA) of 3.00 or higher based upon fall semester academic results of the active team roster at the beginning of that semester.

3.3.7 Victories Outside League. Coach will be paid Ten Thousand (\$10,000.00) Dollars per victory over any institution that is a member of the Big Ten, ACC, SEC, Big 12, PAC 12, the Big East, American Athletic Conference or any other team that is not a member of the above listed conferences but such victory warrants the bonus as determined by the Athletic Director. Coach will be notified by the Athletic Director, prior to playing any team

that is not a member of the aforementioned conferences, that a victory over such team warrants the Ten Thousand (\$10,000.00) Dollar bonus.

3.3.8 Marketing Compensation. There will be an additional Fifty Thousand (\$50,000) Dollars bonus for marketing efforts by the Coach.

3.3.9 Bonuses. All bonuses are cumulative, and will be paid within sixty (60) days of the completion of the Men's Basketball season in which such bonus was earned. Should the University terminate this Agreement for "just cause", no bonus will be paid. In the event this Agreement is terminated by either the University or coach and the bonus was paid, Coach shall repay to University all bonuses and supplemental compensation received by Coach for the achievement of any specified milestone, objective or exceptional achievement if such achievement is subsequently vacated by the University or the NCAA, if such vacation is due, in whole or in part, to the wrongful actions of Coach, as determined by the University or the NCAA.

Should the University terminate this Agreement for any reason other than "just cause" or should Coach terminate this Agreement and the bonus is not vacated by the NCAA, the bonus schedule set forth above shall be enforced only if the bonus was actually earned prior to the date of termination.

3.4 Deductions. Compensation is subject to payroll deductions, including federal, state and local taxes and mandatory contributions to the state retirement system that apply to the University's professional/administrative employees.

3.5 Automobile. While Coach is serving as head coach of the Team, he will have the use of one (1) automobile in accordance with the University Car Coach Program. .

The University shall provide insurance coverage in accordance with the coverage provided for vehicles provided to other coaches at the University. Coach will immediately return the automobile to the University upon termination or expiration of this Agreement, except as provided herein. In the event that the University terminates the Coach, with or without cause, Coach will return the automobile on the date of termination of this Agreement. At the full discretion of the Athletic Director, Coach may be given a reasonable period of time to procure an alternative means of transportation before he is required to return the automobile to the University, for a period up to thirty (30) days after the effective or actual date of termination, whichever is later. If exercised, Coach shall be responsible for all costs associated with the vehicle, including but not limited to, insurance, maintenance, fuel, etc. and shall comply with the University's Car Coach Program.

The car shall be mutually acceptable to both Coach and the University; otherwise, an automobile stipend of Four Hundred (\$400.00) Dollars will be paid to Coach monthly to offset personal vehicle costs and insurance, in accordance with University practice. In the event that Coach opts for the automobile stipend rather than accepting an offered car, the University shall not provide insurance coverage for Coach's privately chosen vehicle. Rather, Coach shall then incur and be solely responsible for all maintenance costs and insurance liability upon his private vehicle and arising out of his driving of said vehicle, which shall be insured by Coach at his sole expense and effort.

#### 4.0 COACH'S SPECIFIC DUTIES AND RESPONSIBILITIES

4.1 Duties. In consideration of the compensation and other benefits specified in this Agreement, Coach will:

- 4.1.1 Devote full time attention and energies to the duties of head coach as stated under this Agreement, including all duties that the Athletic Director may assign which shall be consistent with the head coach position;
- 4.1.2 Develop and implement programs and procedures with respect to the evaluation, training and coaching of student team members to compete successfully while assuring their welfare;
- 4.1.3 Develop and implement programs and procedures with respect to the evaluation, training and direction of staff and assistant coaches who report to Coach;
- 4.1.4 Observe and uphold all academic standards, requirements and policies of the NCAA and the University, including the duty to report known violations of the University Sexual Assault Misconduct Policy (3356-2-03.1), the duty to comply with the Workplace and Off-campus Violence, Threats and Disruptive Behavior policy (3356-7-04), and the duty to comply with the Anti-Hazing policy (3356-8-08).

Specifically, Coach shall promptly report to Youngstown State's Title IX Coordinator any known violations of Youngstown State's Sexual Misconduct Policy (including, but not limited to, sexual harassment, sexual assault, sexual exploitation, intimate violence and stalking) that involve any student or athletic staff. A 'known violation' shall mean a violation or an

allegation of a violation of Title IX that Coach is aware of or has reasonable cause to believe is taking place or may have taken place.

Furthermore, Coach shall promptly report to the Athletics Director any known violations of Youngstown State's Anti-Hazing policy that involve any student or athletic staff. A 'known violation' shall mean an occurrence of hazing or an allegation of hazing that Coach is aware of or has reasonable cause to believe is taking place or may have taken place.

This Agreement may be terminated if Coach fails to promptly report to the University's Title IX Coordinator any known Title IX violations, or if Coach fails to promptly report to the Athletics Director any known Hazing incidents. Further, it is recognized that this subsection pertaining to grounds under which Coach can be terminated for cause encompasses findings or determinations of violations or hazing during employment of Coach at Youngstown State or any other institution of higher learning.

- 4.1.5 Encourage student team members to perform to their highest academic potential. Coach recognizes that the primary mission of the University is to serve as an institution of higher learning and shall fully cooperate with the University and academic counsellors or similar person to assist student-athletes and shall use his personal reasonable best efforts to encourage and promote those efforts;
- 4.1.6 Know, recognize, and comply fully with the rules, regulations and policies of the National Collegiate Athletic Association (NCAA), and the Horizon League and of the University, and to take every reasonable precaution to

ensure that all members of his staff comply with same, and to immediately advise the Athletic Director if there is reasonable cause to believe violations have occurred or will occur.

- 4.1.7 Represent the University positively in public and private forums and not engage in conduct that reflects adversely on the University or its athletic program. This also includes the responsibility for requiring that the student-athletes and direct staff do not engage in conduct that reflects adversely on the University and that when necessary, Coach issues appropriate discipline.
- 4.1.8 Encourage and support student-athletes on the Team in regard to personal, physical and intellectual development, activities and achievements, including an emphasis on each student-athlete's completion of an undergraduate degree program. Engage in and assure every coach under Coach's supervision is engaging in fair, safe and responsible treatment of student-athletes on the Team and avoiding behavior that could, in any way, jeopardize a student-athletes' health, safety, welfare or that could otherwise cause harm or risk causing harm to a student-athlete. Being knowledgeable of, and orienting student-athletes on the Team regarding applicable NCAA legislation, conference rules, University policy and Ohio and federal law including criminal law. Engage in reasonable and appropriate supervision of student-athletes on the Team to promote behavior that is consistent with such NCAA legislation, Conference rules, university policy and Ohio and federal law.

4.2 Outside Income. During the term of this Agreement, Coach will have the opportunity to earn outside income, but only upon the terms and conditions set forth herein. Sources of outside income may include, but are not limited to: sports camps, television and radio programs, endorsements or consultation contracts with athletic apparel, shoes or equipment manufacturers, vendors or other entities; income from speeches, appearances and written materials. Coach may not have outside income from employment other than as specified herein, unless otherwise agreed to by the Athletic Director. The following terms and conditions apply to each case in which Coach receives outside income as a result of his position as head Men's Basketball coach.

4.2.1 Such outside activities cannot interfere with the full and complete performance by Coach and his duties and obligations as a University employee, recognizing always that Coach's primary obligations lie with the University and its students.

4.2.2 In no event will Coach accept or receive, directly or indirectly, any monies, benefits or any other gratuity whatsoever from any person, corporation, booster club or alumni association or other benefactor if such action would violate the NCAA Constitution, bylaws, rules or regulations or interpretations thereof by the NCAA as now or hereafter enacted or violate any University policy, including conflict of interest or other ethics policies or statutes governing ethics laws. Changes in the Constitution, bylaws, rules, regulations or interpretations automatically apply to this Agreement without the necessity of a written modification.

- 4.2.3 Coach must obtain the advance written approval of the Athletic Director and the President of the University before entering into such agreements, which approval shall not be unreasonably withheld. Activities involving use of the University facilities or the name of the University, such as sports camps, will be subject to separately negotiated and written agreements between the parties. Coach is not permitted to participate in any business transactions or endorse any products or appear on any radio or television programs that may discredit or bring undue criticism to the University.
- 4.2.4 Such activities are independent of Coach's University employment and the University has no responsibility or liability for any claims arising there from. Coach agrees to indemnify and hold harmless the University, its trustees, officers, employees and agents from any and all claims based on such outside activities.
- 4.2.5 Coach may not, under any circumstances, accept income as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Athletic Director and President of the University.
- 4.2.6 Coach will report, whenever reasonably requested – but no less than annually on or before October 1 of each year – in writing to the President of the University, through the Athletic Director, all athletically related income from sources outside the University. Such income may include, but not be limited to, income from sports camps, housing benefits,

complimentary ticket sales, television and radio programs and endorsements or consultation contracts with athletic apparel, shoe or equipment manufacturers, vendors or other entities. Athletic Director, as well as the President or his designee, shall have reasonable access to all records of Coach necessary to verify such report.

5.0. TERMINATION BY UNIVERSITY *FOR CAUSE*

5.1 Termination by University *for Cause*. The University may terminate this Agreement for “just cause” as defined herein at any time. At all times, Coach serves at the pleasure of the Athletic Director, subject to the terms hereof. No further payment or benefits, other than what base compensation Coach has earned through the date of termination, shall be made to Coach if the Athletic Director notifies Coach that it is terminating this Agreement for “just cause”. In addition to a material breach of the terms and conditions of this Employment Agreement, or a material violation of University Rules the following list shall include but not be limited to, matters that constitute “just cause” to terminate this Employment Agreement:

5.1.1 Neglect or inattention by Coach to the duties of head Men’s Basketball coach or Coach’s refusal or inability to perform such duties after written notice has been given to Coach by the Athletic Director, and Coach has continued such neglect, inattention, refusal or inability during a subsequent reasonable period specified by University; or

5.1.2 (a) A significant and/or intentional violation of University Rules or Governing Athletic Rules (which would constitute an incurable and

material breach of this Employment Agreement or which would constitute a major violation of the Governing Athletic Rules of the Conference or the NCAA); or a pattern of repetitive secondary violations of a same or similar nature which taken together are deemed to be equivalent to a major violation of the Governing Athletics Rules of the Conference and/or NCAA as contemplated by the Constitution and Bylaws of the NCAA and Conference, as determined by the University based upon a preponderance of evidence or as adjudicated by the Conference and/or the NCAA; or

(b) Significant or intentional or repetitive secondary violations of University or Governing Athletics Rules which are deemed to be major violations, as contemplated above in 5.1.2 (a), by the assistant coaches, the Men's Basketball support staff, student-athletes or any other personnel in his direct chain of supervision for which he had prior actual knowledge of a potential violation and failed to deter such violation, or which he had subsequent knowledge or reasonably should have known of such violation and failed to notify the University of the violation and to take appropriate corrective and/or disciplinary action or which he directed such violation, as determined by the University based upon a preponderance of evidence or as adjudicated by the Conference and/or the NCAA; or

5.1.3 A conviction under a state or federal criminal statute, misdemeanor or felony, (excluding minor traffic violations); or

5.1.4 A violation of any state or federal law, including, but not limited to, the Ohio's Ethics Laws, or breach of this contract; which would be deemed a

breach of the Coach's duties and responsibilities under the terms and conditions of this Employment Agreement in the discretion of the University; or

5.1.5 Fraud or dishonesty of Coach in the performance of his duties or responsibilities under this Agreement; or

5.1.6 Fraud or dishonesty of Coach in preparing, falsifying, submitting or altering documents or records of the University, NCAA, or documents or records required to be prepared or maintained by law, Governing Athletic Rules or University Rules, or other documents or records pertaining to any recruit or student-athlete, including without limitation, expense reports, telephone logs, transcripts, eligibility forms or compliance reports, or permitting, encouraging or condoning such fraudulent or dishonest acts by any other person; or

5.1.7 Failure by Coach to respond accurately and fully to any request or inquiry relating to the performance of his duties hereunder or the performance of his duties during his prior employment at any other institution of higher learning propounded by the University, NCAA, or other governing body having supervision over the athletic programs of the University or such other institution of higher learning, or required by law, Governing Athletic Rules or the University Rules; or

5.1.8 Counseling or instructing by Coach of any coach, student or other person to fail to respond accurately and fully to any request or inquiry concerning a matter relevant to the University's athletic programs or other institution of

higher learning which shall be propounded by the University, NCAA, or other governing body having supervision over the athletic programs of the University or such other institution of higher learning, or required by law, Governing Athletic Rules or University Rules; or

5.1.9 Soliciting, placing or accepting by Coach of a bet on any intercollegiate or professional athletic contest, or permitting, condoning or encouraging by Coach of any illegal gambling, bookmaking or illegal betting by an assistant coach, student-athlete, University student, or anyone else involved in the athletics' program at the University involving any intercollegiate or professional athletic contest whether through a bookmaker, a parlay card, a pool or any other method of organized gambling; or furnishing by Coach of information or data relating in any manner to basketball or any other sport to any individual known by Coach to be or whom he should reasonably know to be a gambler, better or bookmaker, or an agent of any such person, or the consorting or associating by Coach with such persons; or

5.1.10 Consumption by Coach of alcoholic beverages, illicit drugs (or intentional misuse of legal drugs), controlled substances, or steroids (except as prescribed by a physician) during the performance of his duties, so as to impair his ability to perform his duties hereunder as determined by the University in accordance with State and Federal Law regarding employees with substance abuse problems; or failure by Coach to fully cooperate in the enforcement and implementation of a legal and equitable drug testing program established by the University for the testing of student-athletes,

which is uniformly and equitably administered to all student-athletes of the University; or

5.1.11 Coach's sale, use or possession, or Coach's permitting, encouraging or condoning by a student-athlete, assistant coach or other athletic staff member of the sale, use or possession of any narcotics, drugs, controlled substances, steroids or other chemicals, the sale, use or possession of which by Coach or such student-athlete is prohibited by law or by Governing Athletic Rules; or

5.1.12 Failure by Coach to report promptly to the Athletic Director in writing any violations known to Coach of Governing Athletic Rules or University Rules by Coach, the assistant coaches, students or other persons under the direct control or supervision of Coach; or

5.1.13 Failure by Coach to obtain prior approval for outside activities as required by Section 4.2 et seq. of by this Agreement and by NCAA rules or to report accurately all sources and amounts of all income and benefits as required by NCAA rules and Section 4.2.6 of this Agreement; or

5.1.14 It is recognized that *Termination by University for Cause* (Section 5) encompasses findings or determinations of violations during employment of Coach at the University or any other institution of higher learning. As required by NCAA Bylaw 11.2.1, Coach is hereby notified that in addition to the actions 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 University to be in violation of NCAA Bylaws;  
or

5.1.15 Commission of, or participation in, by Coach of any act, situation, or occurrence which, in the University's reasonable judgment, brings Coach and/or the university into public disrepute, embarrassment, contempt, scandal or ridicule or failure by Coach to conform his personal conduct to conventional standards of good citizenship, with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon the University's reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud or violence that may or may not warrant arrest or other consequence by the relevant authorities. It is recognized that this sub-section (5.1.15) encompasses findings or determinations of violations during employment of Coach at Youngstown State University or any other institution of higher learning.

5.2 Cure. Coach may be given an opportunity to cure the violation or breach as listed in *Termination by University for Cause* (Section 5), if reasonable and unless otherwise stated.

5.3 Notice. If the University terminates this Agreement for cause under this Section, it shall give written notice to Coach of its intention to so terminate this Agreement and the intended effective date of termination. Coach shall be entitled to have such procedural rights and remedies as are generally afforded and given to excluded

professional administrative employees at the University, as such procedural rights and remedies may be modified from time-to-time.

5.4 Recruitment. Coach shall not for a period of one (1) year after such termination by the University contact or otherwise seek to recruit any high school athlete previously contacted or recruited by the University, unless such athlete had been recruited or contacted by any new institution employing Coach prior to the notice of termination by the University to the Coach;

5.5 Termination for Cause/Loss of Compensation and Benefits. In the event this Agreement is terminated for cause, Coach shall not be entitled to receive any further compensation or benefits under this Agreement, other than what base compensation and benefits he has earned through the date of termination. In no case shall the University be liable to Coach for the loss of any marketing, incentive, or bonuses (regardless of date earned) or for the loss of any collateral business opportunities, or any other benefits, perquisites, income or consequential damages suffered by Coach as a result of the University's termination of his employment.

## 6.0 TERMINATION BY UNIVERSITY WITHOUT CAUSE

6.1 Termination by University Without Cause. The University may terminate this Agreement prior to its expiration without cause. Termination without cause means termination of this Agreement on any basis other than those set forth in Termination By University With Cause. Termination without cause will be effectuated by delivery by the University to Coach of written notice of the University's intent to terminate this Agreement without cause, and provide at least thirty (30) days written notice before such termination becomes effective. If it is in the best interest of the

parties and by mutual agreement, the University may permit Coach to resign. If the parties agree to a resignation, the same terms will apply as if the University terminated without cause. If the University exercises its right to terminate the Agreement under this section, Coach will be entitled to damages only as provided below.

6.2 Liquidated Damages Upon Termination by University *Without Cause*. If the University terminates this Agreement without cause prior to its expiration, the University will pay to Coach, as liquidated damages, the following amount.

6.2.1 Subject to the mitigation provision below, the University will pay Coach his base salary from the effective date of termination through the current term of this Agreement, including the marketing compensation due under this Agreement. Further, the Coach will be entitled to all expenses incurred in the performance of his duties as Head Coach but not yet reimbursed or otherwise received by the date of the termination.

6.2.2 The University's obligation will be paid on a monthly basis, unless otherwise determined by the University, and is subject to Coach's duty to mitigate the University's obligation as set forth below. The University's obligation will not include any payments for any other benefits provided herein, except that Coach may continue his health insurance plan and group life insurance at his own expense in accordance with then-existing laws and regulations regarding the continuation of such benefits after termination of employment with the University.

6.2.3 In no case is the University liable for the loss of any marketing, incentive,

or bonuses, or for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from the University or outside activities.

6.2.4 The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of the Agreement by the University without cause prior to its natural expiration may cause Coach to lose certain benefits, supplemental compensation, or outside compensation relating to his employment at the University, which valuation is difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the University and acceptance thereof by Coach constitutes adequate and reasonable compensation to Coach for any damages and injury he suffered because of such termination by the University. The foregoing is not, nor is construed to be, a penalty. Upon payment of such liquidated damages to Coach, Coach does hereby waive and release the University and agrees to sign a written Release, releasing its Board of Trustees, administrators, employees and agents, from any and all claims of any nature whatsoever, which may arise by reason of such termination.

6.3 Mitigation of Damages by Coach if the University Terminates *Without Cause*.

Coach agrees to accept the duty to mitigate the liquidated damages described herein, as well as any other damages Coach may sustain upon termination of this Agreement. Specifically, Coach shall make reasonable and diligent efforts to seek and obtain comparable employment, such as a coaching position at a college or

university or with a professional team (or league) and will not take steps to structure or time the compensation to avoid mitigation. After Coach obtains such new employment as specified herein above, the University's obligation to pay liquidated damages under this Agreement shall be reduced by the amount of Coach's new monthly total salary through the current term of this Agreement. If the parties agree, within thirty (30) days after termination of this Agreement, the University may make a one-time lump sum payment to Coach equal to the net present value of the amount owing to Coach under this Agreement. Coach will provide proof of compensation by delivering a copy of his W-2 in accordance with section 12 of this Agreement for every year covered by the obligation to mitigate.

- 6.4 Loss of Income. In the event this Agreement is terminated, Coach shall not be entitled to receive any further compensation or benefits under this Agreement (other than compensation accrued through the date of termination, and bonuses earned prior to the date of termination but not yet paid) except as otherwise provided herein. Under no circumstance shall the University be liable to Coach for the loss of any collateral business opportunities, or any other benefits, perquisites, income or consequential damages suffered by Coach as a result of the University's termination of this Agreement.

7.0. TERMINATION BY COACH

Coach recognizes that his promise to work for the University for the entire term of this Agreement is of the essence of this Agreement to the University. Nevertheless, Coach may terminate this Agreement prior to its expiration. In that event, Coach shall not be entitled to receive any further compensation or benefits under this Agreement, (other than

compensation accrued through the date of termination, and bonuses earned prior to the date of termination but not yet paid), and shall comply with the following terms and conditions:

- 7.1 Notice of Prospective Employer. Coach shall provide notice to the Athletic Director any time Coach and/or his Agent Representative are involved in interviews or negotiations for future potential employment with another prospective employer.
- 7.2 Written Notice. Coach may terminate this Agreement by giving the Athletic Director written notice of his intention to terminate.
- 7.3 Termination of University's Obligations Under Agreement. Upon termination of this Agreement by Coach and payment of all amounts then owing by the University to Coach pursuant to the terms of this Agreement, all obligations owed by the University to Coach under this Agreement shall cease as of the effective date of the termination. In no case is the University to be liable for the loss of any marketing, incentive, or bonuses, or for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from University or outside activities.
- 7.4 Termination Obligation of Coach. Coach shall not for a period of one (1) year after such termination by Coach contact or otherwise seek to recruit any high school athlete previously contacted or recruited by the University, unless such athlete had been recruited or contacted by any new institution employing Coach prior to the notice of termination by Coach to the University.
- 7.5 Restrictive Covenant. Coach may terminate the Agreement without cause, prior to the end of the Term, subject to following restrictions and in the manner set forth below.

7.5.1 If Coach terminates this Agreement prior to February 29, 2024, the following shall apply:

7.5.1.1 Coach shall pay to University, as liquidated damages and not as a penalty, two hundred percent (200%) of the annual base salary of this Agreement, to be due and owing within sixty (60) days of the termination of this Agreement.

7.5.2 Coach may not accept employment as a coach at any institution that is a member within the Horizon League for the term of this Agreement, unless he complies with the terms of Section 7.5.2.1 below.

7.5.2.1 In the event that Coach terminates this Agreement and becomes employed as a basketball coach at a Horizon League institution within one (1) year of the termination hereof (and prior to the end of the scheduled term), Coach shall pay to University, as liquidated damages and not as a penalty, one hundred percent (100%) of the annual base salary for the remainder of the current term. Any liquidated damages required above will be due and owing within sixty (60) calendar days after the commencement of Coach's employment as basketball coach at a Horizon League institution, unless other arrangements are agreed to between Coach and the Athletic Director. The University shall not be liable for the loss of any collateral business opportunities of any other benefits, perquisites or income from any sources that might ensue as a result of Coach's termination of this Agreement.

7.5.3 Coach shall not be required to pay liquidated damages if he terminates this Agreement to accept any other position other than as a basketball coach at a Horizon League institution after March 1, 2024, or if the University ceases to fund the Men's Basketball program in accordance with the representations made prior to entering into this Agreement.

#### 8.0 PROPERTY OF THE UNIVERSITY

All materials or articles of information, including without limitation, personnel records, recruiting records, team information, films, statistics, or any other material or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment are and remain the sole property of the University. Within ten (10) days of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach and Athletic Director will meet to discuss and review the return of any materials or articles of information. Also, within ten (10) days, Coach will return any physical property belonging to the University such as cell phones, laptops, keys and any other equipment or property.

#### 9.0 DEATH OR DISABILITY

Notwithstanding any other provision of this Agreement, this Agreement shall automatically terminate and shall be null and void upon the death of Coach or if Coach becomes disabled or is otherwise unable to perform any one of the essential functions of the job, with or without a reasonable accommodation for a period of ninety (90) consecutive days. Coach agrees that the University may select any physician, in addition to his own, to examine Coach with regard to such incapacity, and Coach hereby waives

any doctor-patient privilege or confidence in order to permit the disclosure of the results of such examination to the University.

#### 10.0 WAIVER

No delay or failure of either party to enforce any provision of this Agreement shall constitute a waiver or limitation of any rights enforceable under this Agreement. The failure of either party at any time to require performance of any provision of this Agreement shall in no manner affect the right of such party at a later time to enforce the same. No waiver by either party of any condition, or of any breach of any term of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term or condition.

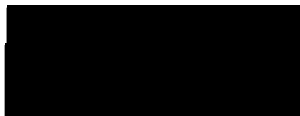
#### 11.0 HEADINGS

The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only, and shall in no way restrict or otherwise modify any of the terms or provisions contained herein.

#### 12.0 NOTICE

All notices, requests or other communications to be given pursuant to the terms of this Agreement shall be in writing and shall be delivered by telecopy, recognized overnight delivery service, certified mail, or personally, and shall be deemed given when personally delivered or sent, as follows:

If to Coach:



With copy to:



If to the University:

President  
Youngstown State University  
One University Plaza  
Youngstown, Ohio 44555

Executive Director of Athletics  
Youngstown State University  
One University Plaza, Stambaugh Stadium  
Youngstown, Ohio 44555

With copy to:

AVP and Chief Human Resources Officer  
Youngstown State University  
One University Plaza  
Youngstown, Ohio 44555

13.0 ASSIGNMENT/BINDING EFFECT

This Agreement is not assignable, but shall be binding upon the parties hereto and their respective heirs, personal representatives, and successors.

14.0 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio. Exclusive jurisdiction for the construction, interpretation or enforcement of this Agreement shall be in the appropriate courts of the State of Ohio, and the parties consent to the jurisdiction and venue of such courts.

15.0 SEVERABILITY

In the event that a court of competent jurisdiction rules that any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall remain in full force and

effect, unless to do so would frustrate the primary purpose of the Agreement.

16.0 ENTIRE AGREEMENT AND AMENDMENT

This Agreement shall constitute the entire agreement between the parties and any prior understandings or representations of any kind regarding the compensation, terms and conditions of Coach's employment with the University preceding the date of this Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

*[Faint signature]*

*[Faint signature]*

*[Signature Page Follows]*

## EMPLOYMENT AGREEMENT

IN WITNESS WHEREOF, Youngstown State University has caused this Agreement to be executed and delivered and Coach has executed and delivered this Agreement as of the respective dates set forth below, to be effective for all purposes as of the Effective Date.

### UNIVERSITY:

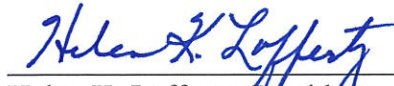
Youngstown State University,  
a public university established and existing  
under the laws of the State of Ohio

By:

  
Ronald A. Stollo, Executive Director of Athletics

3-29-23  
Date

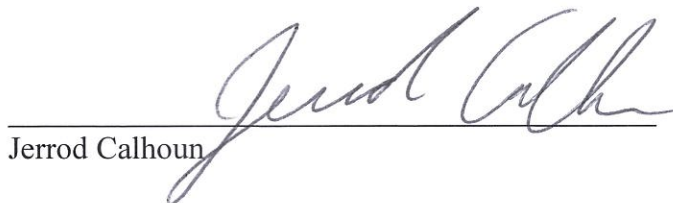
By:

  
Helen K. Lafferty, President

3-30-2023  
Date

### COACH:

By:

  
Jerrod Calhoun

3/29/23  
Date