

**BOWLING GREEN STATE UNIVERSITY
EMPLOYMENT CONTRACT FOR
HEAD COACH OF INTERCOLLEGIATE FOOTBALL**

This employment agreement ("Agreement") is effective as of November 28, 2018, and is made by and between **BOWLING GREEN STATE UNIVERSITY**, a state-assisted institution of higher education established and existing under the laws of the State of Ohio ("the University"), and **Scot Loeffler** ("COACH"), an individual residing at [REDACTED]. The University and COACH may be referred to herein as the "Parties" and each individually as a "Party".

This Agreement supersedes any and all prior agreements, discussions, and understandings, whether oral or written, between the Parties or their representatives with respect to the subject matter herein.

The Parties intending to be legally bound hereby agree as follows:

1.0 TERM AND EXTENSIONS

1.1 Fixed Term of Agreement. This is for a fixed-term appointment commencing on **November 28, 2018** and terminating, without further notice to Coach, on **December 31, 2023**. The parties intend that, unless terminated or extended in accordance with the terms hereof, this agreement shall cover employment of Coach as head football coach for the 2019, 2020, 2021, 2022 and 2023 intercollegiate football seasons (including post-season championship or bowl game).

1.2 Extensions. This Agreement may be extended beyond the Base Term only upon a written offer from an authorized University official and acceptance by COACH, both of which must be in writing and signed by the Parties in accordance with Section 8.3 (each an "Extended Term"). In no event shall anything in this Agreement be deemed to grant COACH a right to or a claim of tenure for the purposes of continued employment or retention beyond the Base Term or the then current Extended Term, or a right to renewal of the Base Term or the then current Extended Term of this Agreement.

2.0 POSITION

2.1 Appointment. The University hereby offers, and COACH hereby accepts, employment by the University as its Head Coach of Intercollegiate Football. In the capacity of the Head Coach, COACH shall report to the Director of Intercollegiate Athletics ("DIA") who shall be responsible for the day-to-day management and supervision of COACH.

2.1.1 Purpose. The Parties acknowledge that while this employment is principally sports-related, the primary mission of the University is academic and the primary purpose of all the University's legal arrangements, including this employment agreement, is the furtherance of the University's academic mission.

2.2 Personnel Policies. Unless otherwise inconsistent with a term or condition of this Agreement, COACH shall be subject to all personnel policies, procedures and regulations of the University as may, from time to time, be applicable to administrative staff employees

including, but not limited to, those dealing with the assignment and reassignment of such staff.

2.3 **Assistant Coaches.** The University shall make available to Assistant football coaches the following benefits:

- (a) A monthly vehicle stipend in an amount determined reasonable by the AVP/DIA in the exercise of his discretion; and
- (b) The University shall create a pool of funds, of a reasonable amount, that shall be sufficient to reimburse Assistant Coaches for their actual, reasonable moving expenses. Moving expenses to be paid from this pool shall only be payable to a University approved moving vendor and only for reasonable moving expenses incurred in relocation to the reasonable vicinity of Bowling Green, Ohio.
- (c) Consistent with Athletic Department Policies, there shall be a mutually agreed upon bonus system for Assistant Coaches. When agreed upon, this bonus system shall be reduced to writing and made part of this Agreement as Attachment A.

3.0 **DUTIES AND RESPONSIBILITIES**

3.1 **Full-Time Duties.** COACH shall devote his full time attention and efforts to performing the duties of the Head Coach of Intercollegiate Football. Such duties are deemed to include, but not be limited to:

- (a) managing the Football Team to include, but not be limited to, planning, organizing, staffing, directing, and controlling the operations of the Team, the recruitment and coaching of student-athletes, the award/administration of athletic scholarships, and (to the extent practicable) providing for the academic achievement and good academic progress of student-athletes;
- (b) preparing, maintaining, and/or submitting, in a timely manner, such reports and records as may be required by the University, or the National Collegiate Athletics Association ("NCAA"), Mid-American Conference ("MAC"), or any other athletic conference or association by which the Football Team may be governed;
- (c) promoting the University's athletic program, in general, and the Football Team, in particular, including, but not limited to, raising funds for the University, personal appearances and speeches at both University and non-University events, working with the media, attending conventions, conferences, meetings, and other development events, and participating in such other activities as may be directed by the DIA; and
- (d) promoting and maintaining an atmosphere for NCAA and MAC regulatory compliance within the Football program and monitoring the activities regarding

compliance of all Assistant Coaches and others who report directly or indirectly to COACH.

- (e) Maintain an environment that is focused on, promotes and reasonably ensures student-athlete health, safety and welfare;
 - (e) Coach shall report to BGSU's Title IX Coordinator any known violations of BGSU's Sexual Misconduct Policy (including, but not limited to, sexual harassment, sexual assault, sexual exploitation, intimate violence and stalking) that involve any student, faculty, or staff or that is in connection with a university sponsored activity or event. If BGSU's Title IX Coordinator is not available, then Coach shall make such report to BGSU's Vice President for Student Affairs. Any emergency situation should be immediately reported to 911 and/or law enforcement. For purposes of this Section 3.1(e) a "known violation" shall mean a violation or an allegation of a violation of the Policy that Coach is aware of or has reasonable cause to believe is taking place or may have taken place;
- 3.2 Conflicts. COACH shall not directly or indirectly own, manage, control, render services for, or be associated with any business, enterprise, or activity that: (a) is in competition with the University or any component thereof; (b) is selling goods or services to the University; or (c) would conflict with or prevent COACH from complying with the requirements of Section 3.1 dealing with the performance of his duties.
- 3.3 Comportment. Except as otherwise required by law, COACH shall not, by affirmative act or negligent omission, engage in any activity or conduct, or fail to take appropriate action, that has the purpose or effect of reflecting unfavorably on the University, or causing embarrassment to the University, or otherwise detracting from the University's reputation, the reputation of the University's athletic program, or the reputation of the Football program.
- 3.4 Compliance and Standards of Conduct. COACH agrees to observe, uphold, and promote:
- (a) the academic standards, requirements, and policies of the University (including, but not limited to, its *Code of Ethics and Conduct* and the ethics laws of the State of Ohio) and to encourage members of the Football Team to perform to their highest academic potential, obtain the highest grades commensurate with that potential, and graduate in a timely manner;
 - (b) University employment policies with specific application to assistant coaches and others under his direct or indirect supervision;
 - (c) rules, regulations, policies, and decisions established or issued by the University's Intercollegiate Athletics Department and the University including, but not limited to, those dealing with the acquisition of goods and services by the University and the licensing of its intellectual property; and

- (d) the constitution, bylaws, and interpretations of the NCAA, the MAC, and/or any other athletic conference, organization, or association that BGSU is subject to or part of.

3.5 **Consequences for Non-Compliance.** If COACH is determined to be in violation of NCAA rules and regulations, COACH shall be subject to disciplinary or remedial action as set forth in the NCAA enforcement procedures. In addition to the foregoing, if COACH has committed or knowingly permitted a significant, repetitive, or deliberate violation of NCAA, MAC, or University policies, rules and regulations: (a) COACH shall be subject to suspension (with or without pay) under this Agreement for such period of time as the University may deem appropriate; or (b) this Agreement may be terminated for just cause. Any action for such suspension or termination shall be conducted in accordance with the provisions of Section 5.1 of this Agreement.

3.6 **Representations.** COACH warrants and represents that he will comply with all applicable laws, rules, and regulations of the United States, the State of Ohio, and such other local governments that may have jurisdiction over the University and the conduct or performance of COACH under this Agreement. COACH further warrants and represents that as of the effective date of this Agreement and of the date of his signature below, he has never been determined to be in violation of the constitution, bylaws or interpretations of the NCAA, the MAC or any other NCAA Conference, or any other athletic conference, organization, or association.

4.0 COMPENSATION

4.1 **Pay.** As further described in Sections 4.1.1, 4.1.2, and 4.1.3, COACH shall be entitled to the following compensation: (a) base salary ("Base Salary"); (b) incentive pay based on the performance ("Performance Bonuses") of the Football Team (the "Team"); and (c) home game incentive bonuses. All such compensation from the University are subject to deductions and withholdings for state, local and federal taxes and for any retirement or other benefits to which COACH is entitled or in which he participates. In addition to the compensation described in the first sentence of this Section 4.1, COACH shall also be entitled to the deferred compensation described in this Section 4.2.

4.1.1 **Base Salary.** COACH will be paid an annual gross salary of Five Hundred Twenty-Five Thousand and 00/100 Dollars (\$525,000.00) prorated for periods of service less than a full year.

4.1.2 **Performance Bonus.** COACH shall earn the following bonuses based on achievement of the events described for each:

(a) **Performance Incentives** – COACH shall receive the following bonuses based upon the performance of the Team:

- (1) \$7,500, if the Team wins five (5) MAC games; and

- (2) \$25,000, if the Team wins six or more (6+) MAC games; and
- (3) \$25,000, if the Team becomes MAC Division Champion; and
- (4) \$32,500, if the Team becomes MAC Champions; and
- (5) \$25,000, if the Team makes a Post-Season Bowl Appearance; and
- (6) \$12,500, if the Team wins a Post-Season Bowl game;
- (7) \$5,000, if BGSU has a player named MAC Player-of-the-Year; and
- (8) \$12,500, if COACH is named MAC Coach-of-the-Year.

The aggregate total of all possible performance based incentives that can be earned under this agreement for any year shall not exceed \$145,000.

- (b) Academic Incentives – COACH shall receive a bonus based on the average academic performance of the Team, as follows:

- (1) \$10,000, if the Single year APR is in the top 50% of the MAC;
- (2) \$12,500, if the Single year APR is above the national average for FBS;
- (3) \$10,000, if the federal graduation rate is in the top 50% of the MAC; and
- (4) \$12,500, if the federal graduation rate is above the national average for FBS.

The aggregate total of all possible academic based incentives that can be earned under this agreement for any year shall not exceed \$45,000.

- (c) In the event that any future or amended state or federal law, rule, or regulation, or NCAA or MAC rule or regulation should 1) prohibit the payment of any bonus listed; 2) render any bonus illegal or ineffectual; or 3) subject BGSU to a penalty or assessment or violation of law if such bonus were to be paid, BGSU will, to the extent possible, revise such bonus or substitute an alternative incentive payment that would allow for a similar economic benefit to be provided to COACH while preserving for BGSU as much of the bargained for institutional benefit as reasonably possible.

- 4.1.3 Performance Bonuses earned under this Section 4.1, if any, shall be paid to COACH not later than February 15th following the season in which such bonus was earned.

All such bonus payments shall be subject to regular payroll withholdings and shall be made through the University's regular payroll process.

4.2 Standard Benefits. Except as provided in Section 4.3, COACH shall be entitled to standard University employee benefits available to the administrative staff of the University. Such benefits include, but are not limited to, vacation and sick leave, employee health and group life insurance benefits and optional coverage for COACH'S family, and contributions to an available retirement program under a "State retirement system", as defined in Ohio R.C. 3305.01(B), or the "alternative retirement system" established under Ohio R.C. 3305.02. As required by statute, COACH shall contribute to his retirement account each month through withholding from his paycheck.

4.2.1 COACH shall earn and accrue paid leave in accordance with the provisions of the University's *Administrative Staff Handbook*, as it may from time to time be amended or otherwise modified, *except* that COACH will not be allowed to carry over unused paid leave from one year to future years. There shall be no payout from any accrued but unused paid leave banks upon COACH'S separation from employment.

4.3 Supplemental Benefits. In addition to the standard benefits described in Section 4.2, COACH will be provided with the following supplemental benefits. All or some of these benefits may be subject to income reporting on the appropriate Internal Revenue Service forms as provided for by Section 4.5:

(a) Automobile and cell stipend. At the discretion of the DIA, COACH shall be provided either: (1) access to one (1) courtesy car; or (2) a stipend with a value of \$450 per month. COACH shall be the primary driver of the vehicle. A cell phone stipend in the amount of \$50 per month shall be provided.

(b) University Golf Privileges. COACH shall have playing privileges at Stone Ridge Golf Club without the payment of green fees.

(c) Moving and Temporary Lodging Expenses; Residency Requirement. The University agrees to:

(1) pay a University-approved vendor directly for moving expenses associated with moving and relocating Coach and Coach's family and household goods. The University's obligation under this section is to pay for expenses that are necessary, reasonable and actually incurred after prior approval of the University provided that, such direct expenses are invoiced to the University by COACH. Maximum allowable amount is \$15,000 and must be invoiced to University by May 31, 2019.

(2) The University shall provide COACH \$750 per month to assist with a temporary house, for a maximum of three (3) months after arrival in the Bowling Green area. If available, the University shall provide temporary

University owned housing, in close proximity to the main campus and free of charge for ninety (90) days, for COACH and immediate family.

- (d) Game Tickets. COACH shall receive up to 10 season tickets for BGSU home Football Team games and up to 10 season tickets for BGSU home basketball games.
- (e) Use of Account. COACH shall receive a credit of at least \$5,000 a year for personal spending or football staff allocation with the University's then current sportswear apparel sponsor.
- (f) Fee Waiver. As of the effective date of this Agreement, COACH and his spouse and dependent children are qualified for the University's fee waiver benefit applicable to undergraduate and graduate course of educational instruction offered at or through the University.
- (g) University Purchase Card for business purposes.
- (h) Obligation to previous employer. COACH may have a financial obligation to his previous employer as a consequence of his accepting employment with the University. The University shall reasonably assist COACH, directly or indirectly, to defray costs he incurs arising from that obligation. The manner in which the University will fulfill this obligation will be mutually agreed upon by the Director of Athletics and COACH. However, in no event shall the University's obligations under this sub-section exceed a total value of \$160,000.

4.4 Opportunities to Earn Outside Income. Subject to the requirements of Section 3.2, COACH shall have the opportunity to earn outside income as provided for in this Section 4.5. In accordance with NCAA By-Law 11.2.2, sources of outside income are limited to income from: annuities; sports camps; housing benefits (including preferential housing arrangements); country club memberships; television and radio programs; endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers ("Outside Activities").

- (a) General Provisions Concerning Outside Income. The following general terms and conditions shall apply to each instance that COACH seeks to make arrangements to earn outside income while within the employ of the Department of Intercollegiate Athletics:
 - (i) Such Outside Activities shall not interfere with the full and complete performance by COACH of his duties and obligations as a University employee, recognizing always that COACH'S primary obligations and alliance of fair dealing and good faith rest with the University and its students.

- (ii) In no event shall COACH accept or receive directly or indirectly any money, benefit or any other gratuity whatsoever from any person, corporation, University booster club or alumni association or other benefactor if such action would violate NCAA legislation or the constitution, bylaws, rules, and regulations or interpretations thereof of the NCAA or the MAC as now or hereafter enacted. Changes of such legislation, constitution, bylaws, rules, regulations or interpretations shall automatically apply to this Agreement without the necessity of a written modification.
 - (iii) COACH shall obtain the advance written approval of the President and the DIA before entering into such agreements for Outside Activities, which approval shall not be unreasonably withheld. All Outside Activities involving use of University facilities, resources, or the name of the University shall be the subject of a separately negotiated and written agreement between the Parties.
 - (iv) Such Outside Activities are independent of COACH'S University employment and the University shall have no responsibility or liability for any claims arising therefrom. COACH agrees to indemnify and hold harmless the University, its trustees, officers, employees, and agents, from any and all claims based on or arising out of such Outside Activities.
- (b) Disclosure of Outside Income. On or before June 30 of each year, COACH shall report in writing to the President of the University, through the DIA, all income earned from Outside Activities during the preceding twelve (12)-month period. The University shall have reasonable access to all records of COACH necessary to verify such report.
- 4.5 Taxes. The University shall provide COACH an IRS form W-2 for that portion of his compensation and benefits subject to withholding and an IRS form 1099 for that portion of compensation and benefits that are not subject to withholding. The University is not a guarantor of the taxable status of the compensation and benefits described in this Section 4.0. Accordingly, should part or all of such compensation and benefits ever be treated by any taxing authority as if it were "taxable" even though not reported to such authority by the University, COACH agrees to indemnify and hold harmless the University from any taxes assessed against him, including any penalties, fines, expenses, or assessments with respect to the aforementioned consideration.
- 4.6 Performance Incentives for Coaching and Support Staff. Consistent with Athletic Department Policies, there shall be a bonus system for Assistant Coaches and support staff as set forth in **Attachment A**. This Schedule shall remain in effect through the term of this Agreement and shall reward various competitive and academic team achievements.

5.0 TERMINATION BY UNIVERSITY

For purposes of this Section 5.0, any reference to Coach's termination of employment by BGSU (or any form of the phrase "termination of employment") shall mean Coach's separation from service within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the Internal Revenue Code, and Treasury Regulation Section 1.409A-1.

5.1 **Termination by University for Cause.** Prior to the expiration of the Base Term, or the then current Extended Term, this Agreement may be terminated by the University for either:

5.1.1 **COACH'S Incapacity.** Such incapacity shall be deemed to exist if COACH is unable to perform the essential functions of his responsibilities and duties with or without reasonable accommodation; or

5.1.2 **Just Cause.** Just Cause shall be determined by the President, with the advice of the DIA. The President shall have the authority to order the immediate suspension of COACH from his duties, with or without pay, pending termination of this Agreement. In the event of a suspension without pay, any suspension longer than thirty (30) days shall be presumed to be a termination by the University for Just Cause. In the event a suspension without pay does not lead to a termination of employment, then Coach shall be made whole for any back pay withheld.

5.1.3 **Definition.** For purposes of this Agreement the term "Just Cause" shall include one or more of the following:

- (i) a significant, repetitive, or deliberate violation by COACH of his job responsibilities and duties or refusal or unwillingness by COACH to perform such responsibilities and duties in good faith and to the best of his abilities;
- (ii) COACH'S conviction of or a plea agreement to any felony or any criminal offense involving fraud, harassment or moral turpitude; or
- (iii) COACH'S commission of any act which results in a material injury to the reputation of the University.
- (iv) if COACH has committed a significant, repetitive, or deliberate violation of any law, rule, regulation, constitutional provision, policy, bylaw or interpretation of the University, the MAC, or the NCAA;
- (v) if COACH has knowingly permitted, by action or inaction, a significant, repetitive, or deliberate violation of any law, rule, regulation, constitutional provision, policy, bylaw or interpretation of the University, the NCAA or the MAC, by a member of the athletic department staff, coaching staff or

any other person under COACH'S supervision and direction, including student-athletes;

- (vi) conduct or activity by COACH that violates the provisions of Section 3.3 (Comportment);
- (vii) Failure by COACH to promptly report to BGSU's Title IX Coordinator or the Vice President for Student Affairs any known violations of BGSU's Sexual Misconduct Policy (including but not limited to, sexual harassment, sexual assault, sexual imposition, sexual exploitation, intimate violence and stalking) that involve any student, faculty, or staff or that is in connection with a university sponsored activity or event. For purposes of this Section 5.1.3(vii), a "known violation" shall mean a violation or an allegation of a violation that COACH is aware of or has reasonable cause to believe is taking place or may have taken place; or
- (viii) any other cause under Ohio law adequate to sustain the termination of a University administrative staff employee.

5.1.4 It is recognized that this sub-section 5.1 encompasses findings or determinations of violations during employment of COACH at BGSU or any other institution of higher learning.

5.1.5 As required by NCAA Bylaw 11.2. and its subparts, COACH is hereby notified that in addition to the actions BGSU 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 BGSU to be in violation of NCAA Bylaws.

5.1.6 Notice. If BGSU is considering terminating this agreement *for cause* under this Section 5.1, it shall give COACH an opportunity to explain the circumstances from his point of view before termination, unless the circumstances are so heinous that, in BGSU's reasonable judgment, it would be impossible for COACH to justify his actions.

5.1.7 If BGSU terminates this agreement *for cause* under this Section 5.1, it shall give written notice to COACH of its intention to so terminate this agreement.

5.2 Termination for Cause/Loss of Compensation and Benefits. In the event this agreement is terminated *for cause* under 5.1, COACH shall not be entitled to receive any further compensation or benefits under this agreement which have not been earned as of the date of termination. In no case shall BGSU 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 BGSU's proper termination for cause of COACH'S employment.

- 5.3 **Procedure.** If COACH or members of his staff, are found by the University to have committed a major violation of NCAA rule and regulations whether while employed by the University or during prior employment at another NCAA member institution, COACH and/or his staff shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement for significant or repetitive University, MAC Conference, or NCAA violations.
- 5.3.1 In the event the University initiates a termination action (or immediate suspension prior to a termination decision) pursuant to Section 5.1, the University will notify COACH of such action, in writing, and shall specify the reasons for such action (the "Notice"). The Notice to COACH shall afford him a reasonable period of time, in the discretion of the University, to respond to such reasons and to identify persons and/or documents that may be probative of relevant issues. The failure to respond to the Notice in a timely manner shall by itself be deemed to constitute Just Cause for termination. If a response is received in a timely manner, the University shall have ten (10) days to render a final termination decision, provided that, the President, in his/her discretion, may extend such time period as s/he deems appropriate under the circumstances.
- 5.4 **Consequences.** In the event this Agreement is terminated in accordance with the provision of this Section 5 and its subparts all obligations of the University to make further payment and/or to provide any other consideration hereunder shall cease as of the end of the month in which such termination is effective. If this Agreement is not terminated after the imposition of a suspension under this Section 5, the University may, in the exercise of its discretion, reimburse COACH for his lost University compensation, if any, during the time of suspension.
- 5.5 **Termination by University Without Cause.** Prior to the expiration of the Base Term, or the then current Extended Term, this Agreement may be terminated by the University Without Cause. For purposes of this Agreement the term "Termination Without Cause" shall mean a termination for the convenience of the University and for reasons other than those described in Section 5.1.
- 5.5.1 **Procedure.** A Termination Without Cause shall be effectuated by delivery to COACH of a written advisement of the University's intent to terminate this Agreement, for other than incapacity and Just Cause (the "Advisement"). Such Advisement shall provide at least thirty (30) days notice before such termination becomes effective. In its discretion, the University may place COACH on administrative leave or may require him to report directly to the DIA.
- 5.5.2 **Consequences.** Subject to the provisions of Section 5.5.2.2, if the University exercises its right to terminate the Agreement under this Section 5.5, the University shall pay to COACH, as liquidated damages, an amount equal to the annual base salary that would have been paid to him for the balance of the contract term or extended contract term, but for the termination. The University shall make any payments due under this section in monthly installments and shall issue an IRS Form 1099 for such payments. The parties agree that the there are two objects of

such payments: (1) to make COACH whole for the salary he would have been paid but for the termination without cause in advance of the contract end date; and (2) providing that for the pertinent time period, COACH does not receive a gross salary that exceeds the salary BGSU would have paid but for the early separation from employment. With those two objects stated and agreed upon, payment in such circumstances shall be conditional on the following actions by COACH:

5.5.2.1 COACH shall execute a release and waiver of claims in favor of the University, its Board, officers, and employees in a form to be provided by the University.

5.5.2.2 Duty to Mitigate; Determination of Damages. The University's obligation to pay any amount under Section 5.5.2 shall be subject to COACH'S exercising reasonable diligence to mitigate his damages and COACH hereby agrees to mitigate such damages by making reasonable and diligent efforts to obtain comparable employment, such as a football coach at a university or with a professional sports team, as soon as reasonably possible after termination of this Agreement that is effected under this Section 5.2.

5.5.2.3 Should COACH obtain new employment prior to December 31, 2023, or the end date of any Extended Term), the amount of liquidated damages owed by the University under this Section 5.5 shall be reduced and extinguished by and to the extent of any compensation COACH earns or receives from any new employer from the termination date until December 8, 2023, (or the end date of any Extended Term).

5.5.2.4 COACH hereby warrants and represents that he shall contact the DIA for BGSU, in writing, immediately upon obtaining such new employment. For purposes of this Section the term "employment" includes the provision of services for compensation, whether by a contract of employment, employment at-will, or through a consulting contract or as an independent contractor/consultant.

5.5.2.5 The Parties have bargained for and agreed to the liquidated damages provision of Section 5.5.2 giving consideration to the fact that termination of the Agreement by the University without cause prior to its stated expiration may cause COACH to lose certain benefits, supplemental compensation, or outside compensation relating to his employment at the University, which damages are difficult to determine with certainty. The Parties further agree that the payment of such liquidated damages by the University and acceptance thereof by COACH shall constitute adequate, reasonable, and complete compensation to COACH for any and all damages and injury he may have sustained arising out of his recruitment, employment or termination by the University. The liquidated damages provided for herein are not, nor shall be construed to be a penalty.

5.6 **COBRA and Other Benefits.** Nothing contained herein is intended to adversely affect, in any way, COACH'S rights under law to:

- (1) continued health insurance, pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act (Public Law 99-272, Title IX); and
- (2) any other legal right he may have pursuant to an "employee benefit plan", as such term is defined under Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended.

6.0 **TERMINATION BY COACH**

COACH may terminate this Agreement prior to its expiration of the Base Term or the then current Extended Term, subject to the following:

- 6.1 **Permission to Negotiate.** The Parties agree that should another employment opportunity requiring the performance of duties similar to the duties required hereunder ("New Employment") be presented to COACH, or should COACH be interested in New Employment during the term of this Agreement, COACH must promptly notify the DIA of such opportunity or interest before any discussions may be held by COACH with the principals who may offer, or influence the offering of that opportunity, and COACH shall first receive the written permission of the DIA, which permission shall not be unreasonably withheld. Notwithstanding the provisions of the preceding two sentences, such permission shall not be required: (a) if COACH received a Notice pursuant to Section 5.1.2 or an Advisement pursuant to Section 5.2.1; or (b) there is one hundred eighty (180) days or less remaining on the Base Term or then current Extended Term and the University has advised COACH of its intention not to extend this Agreement further.
- 6.2 **Written Notice of Termination.** If in compliance with Section 6.1, COACH may terminate this Agreement by giving the President and the DIA thirty (30) days advance written notice of his intention to terminate. Such notice must include COACH'S employment plans following the termination of employment with the University.
- 6.3 **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.
- 6.4 **Liquidated Damages.** COACH acknowledges that the University has made a valuable investment in his recruitment and relocation to Bowling Green, Ohio and that the University is making a valuable investment in his continued employment by entering into this Agreement. Further, COACH acknowledges that the University's investment would be lost were he to resign or otherwise terminate his employment prior to the expiration of the Base Term or the then current Extended Term of this Agreement.

Accordingly, COACH agrees that in the event that he resigns or otherwise terminates his employment with the University prior to the expiration of this Agreement and is employed or is performing services for another institution's athletic program or professional sports team, the University shall receive liquidated damages as follows:

- (a) \$1,000,000, if COACH terminates his employment between December 15, 2018; and December 15, 2020; or
- (b) \$750,000, if COACH terminates his employment between December 16, 2020; and December 15, 2022;
- (c) \$500,000, if COACH terminates his employment between December 16, 2022; and December 15, 2023;

6.5 Termination For Cause by COACH. COACH shall have the right to terminate this Agreement for cause in the event that BGSU, without cause, fails to pay in a timely manner any compensation, benefits or other consideration stated in Section 4 owed and/or payable to COACH pursuant to the terms hereof, provided that COACH provides BGSU written notice of such alleged failure to pay and provided that BGSU fails to cure such alleged breach with thirty (30) days of such written notice.

7.0 GOVERNING LAW

7.1 Ohio Law. This Agreement shall be interpreted, controlled, and enforced in accordance with the laws of Ohio. A Party may only commence an action against the other Party in a court of competent jurisdiction located in Ohio. The Parties to this Agreement hereby submit to personal jurisdiction in Ohio for the purposes of enforcing this Agreement.

7.2 Amicable Resolution. Prior to commencing any litigation by one Party against the other over a disputed matter, the Parties agree that they will meet in good faith for the purpose of seeking an amicable resolution, provided that, nothing contained herein shall be deemed to prevent either the University or COACH from seeking legal or equitable relief from a court of competent jurisdiction as, may be allowed by law, to protect their respective intellectual property rights or reputation in the community during the pendency of such mutual dispute resolution efforts.

7.3 Limitation on Damages. In no event shall the University be liable to COACH for any indirect, special or consequential damages, compensation or loss of profits, loss of any outside or collateral business opportunities, anticipated revenue, savings or goodwill, or other economic loss of COACH, or any costs, expenses or interest related thereto, under any theory of law or equity, arising out of or in any way related to this Agreement or his recruitment or employment by the University even if advised of the possibility thereof. COACH shall be restricted to actual loss and the limitations on damages specified in Sections 3345.40 and 2743.02(A)(2) of the Ohio Revised Code.

- 7.4 **Time for Filing.** In any claim for damages arising hereunder or arising under his employment with the University, COACH agrees that any claim or lawsuit relating to an alleged breach of this Agreement, or the provision of his services to the University, must be filed within six (6) months after the date COACH learned or reasonably could have learned of the breach or employment action that is the subject of the claim or lawsuit. COACH waives any statute of limitations to the contrary.
- 8.0 **OTHER TERMS AND CONDITIONS**
- 8.1 **Board of Trustee Approval.** COACH'S employment is subject to approval by the University's Board of Trustees.
- 8.2 **Prohibition on Assignments.** COACH'S rights and interests under this Agreement may not be assigned, pledged or encumbered by COACH.
- 8.3 **Entire Agreement; Modifications.** This writing contains the entire Agreement of the Parties. No representations were made or relied upon by any Party other than those expressly set forth herein. No agent, employee, or representative of a Party is empowered to alter, modify, waive, or supplement any of the terms in this Agreement unless such alteration, modification, waiver, or supplement is done in writing and signed by the signatories below, or other authorized persons designated, in writing, by such signatories. The Parties hereto waive the right to amend the provisions of this section orally.
- 8.4 **Survival of Obligations.** The obligations of the University set forth in this agreement are personal to COACH and shall not inure to the benefit of his heirs, assigns or survivors upon COACH'S termination, resignation, or death.
- 8.5 **Severability.** If any provision hereof shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision in order to render it valid and enforceable.
- 8.6 **State Instrumentality.** It is expressly agreed and understood between the Parties that the University is an instrumentality of the State of Ohio and that nothing contained herein shall be construed to constitute a waiver or relinquishment by the University of its right to claim such exemptions, privileges and immunities as may be provided by law.
- 8.7 **Ownership of Materials.** All materials or articles of information, including without limitation, personnel records, marketing and development materials, 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 hereunder are and shall remain the sole and confidential 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 shall immediately cause any such materials in his possession or control to be delivered to the University. COACH and assistant coaches are entitled to keep personal playbooks upon departing BGSU.

- 8.8 **Notices.** All notices, demands or other communications of any type given by either Party hereto shall be void and of no effect unless given in accordance with the terms of this Section 8.7. All notices shall be in writing and delivered to the person to whom the notice is directed, either in person (provided that such delivery is confirmed by the delivery person), or by United States mail, postage prepaid, as a Registered or Certified item, return receipt requested. Notices delivered by personal delivery shall be deemed to have been given at the time of such delivery and notices delivered by mail shall be effective when deposited in a Post Office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed and addressed as provided below. The proper addresses of the Parties hereto are as follows:

If to the University:

President
Bowling Green State University
220 McFall Center
Bowling Green, Ohio 43403

With a copy to:

Director of Intercollegiate Athletics
Bowling Green State University
Sebo Athletic Center
Bowling Green, Ohio 43403

If to COACH:

Scot Loeffler


Each Party reserves the right to change the designation of its representative specified in this Section 8.7 by a unilateral modification to this Agreement signed by that Party's signatory below and forwarded to the other Party's representative pursuant to this Section 8.7.

- 8.9 **No Third Party Beneficiaries, Obligors or Obligees.** Other than generally applicable insurance and death benefits, this agreement does not and is not intended to confer any rights, obligations or remedies upon any person other than COACH and BGSU

9.0 ACKNOWLEDGEMENT

By signing this Agreement COACH is acknowledging that he has carefully read and fully understands the provisions of this Agreement and that he has been advised to seek the advice of his personal attorney prior to his execution of this Agreement. COACH further acknowledges that he has not relied on any representation or statement, written or oral, not set forth in this Agreement and that he is signing this Agreement knowingly and voluntarily, without coercion or duress.

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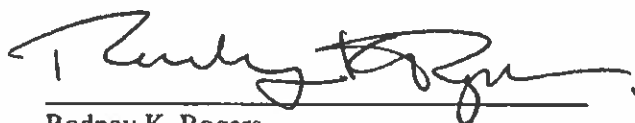
IN WITNESS WHEREOF, the Parties, intending to be legally bound thereby, have executed this Agreement on the date indicated below under their respective signatures.



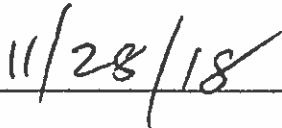
Scot Loeffler



Date



Rodney K. Rogers
President



Date



Bob Moosbrugger
Director of Intercollegiate Athletics



Date

ATTACHMENT A

Assistant Coach and Support Staff Bonus Language for COACH'S contract

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Attachment A

Assistant Coach and Support Staff Bonus Language for Football:

* Eligible support staff will be identified at the discretion of the Director of Athletics

** Academic support staff only

Bonus Metric	Assistant Coaches, Directors and Coordinators (not to exceed twelve persons) + *	Eligible Football Support Staff +
MAC Division Champions	\$2000	\$500
MAC Champions	\$1000	\$1000
Post-Season Bowl Appearance	\$2000	\$1000
Single Year APR above the National Average for FBS	\$1000	\$500**
Federal Graduation Rate above the National Average for FBS	\$1000	\$500**

Performance based bonuses shall be paid based on the availability of funds and are subject to final approval by the President's Office.

+ No person eligible for bonuses under this policy shall receive a bonus for service in more than one position.

*Eligible individuals shall be named in Attachment B.

Attachment B

Assistant Coaches, Directors and Coordinators (not to exceed twelve persons):

Louie Addazio (Assistant Coach – Tight Ends)

Erik Campbell (Passing Game Coordinator – Wide Receivers)

Julian Campenni (Assistant Coach – Defensive Line)

Chris Hedden (Assistant Coach – Running Backs)

LaMarcus Hicks (Assistant Coach – Secondary)

Terry Malone (Offensive Coordinator – Offensive Line)

Steve Morrison (Associate Head Coach – Linebackers)

Olivia Passy (Director of Football Operations)

Jake Schoonover (Special Teams Coordinator - Safeties)

Kevin Tolbert (Head Football Strength & Conditioning Coach)

Brian VanGorder (Defensive Coordinator)

Max Warner (Assistant Coach – Quarterbacks)

Performance based bonuses shall be paid based on the availability of funds and are subject to final approval by the President's Office.
