

NORTHERN KENTUCKY UNIVERSITY ATHLETIC EMPLOYMENT CONTRACT

This Employment Contract is made this 16th day of March 2022, between **NORTHERN KENTUCKY UNIVERSITY** (the "University") and **Camryn Whitaker** ("Coach").

ARTICLE I PURPOSE

The University and Coach have entered into this Employment Contract because the University desires to hire Coach for the time period referenced herein, with Coach's assurance that she will serve the entire term of this Employment Contract, a long-term commitment by Coach being critical to the University's desire to run a stable Women's Basketball program.

The University and Coach agree that head coaches of intercollegiate athletic teams at Northern Kentucky University conduct their professional activities under circumstances unique in the family of University employees, including evaluation and scrutiny of team performances by the public and the media and control by external rules and regulations. These circumstances justify job security and commitment by Coach longer than one year, but less than a continuous appointment. For these reasons, the University has agreed to employ, and Coach has promised to be employed by the University upon the following terms and conditions.

Coach shall be a staff employee at the University, with the terms of her employment restricted solely to this Employment Agreement. It is understood and agreed that Coach's sole grievance rights shall be as set forth in KRS § 45A.245 and that Coach hereby waives any and all grievance rights under the University's internal grievance procedures. Furthermore, Coach understands and acknowledges that her employment with the University is not a tenure-track position and will not lead to tenure.

ARTICLE II POSITION

2.01 DESCRIPTION OF DUTIES AND RESPONSIBILITIES

A. RECOGNITION OF DUTIES

Coach agrees to be a loyal coach of the University. Coach agrees to devote her best-efforts full time to the performance of her duties for the University, to give proper time and attention to furthering her responsibilities to the University and to comply with all rules, regulations, policies, and decisions established or issued by the University. Coach also agrees that, notwithstanding any other provisions of this agreement, during the term of this Employment Contract, she will not engage, directly or indirectly, in any business which would detract from her ability to apply her best efforts to the performance of duties hereunder.

B. GENERAL DUTIES AND RESPONSIBILITIES

During the period in which the University employs Coach as Head Women's Basketball Coach, Coach agrees to undertake and perform all duties and responsibilities attendant to the position of Head Women's Basketball Coach as set forth herein.

C. SPECIFIC DUTIES AND RESPONSIBILITIES WHILE EMPLOYED AS COACH

As of the beginning of this Employment Contract, the duties and responsibilities assigned to Coach in connection with the position as Head Women's Basketball Coach are as set forth below. This list of specific duties and responsibilities supplement, and is not exclusive of, the other general duties and responsibilities provided for elsewhere in this Employment Contract to include those detailed in Attachment A.

1. Provide the University with her most dedicated and conscientious service in carrying out the duties and responsibilities as set forth herein or as may be reasonably assigned by the Director of Athletics and perform her duties and responsibilities in a manner consistent with State and University rules, regulations, and policies.
2. Be primarily responsible for all aspects of the Women's Basketball program including budget management, scheduling, and the recruiting, training, supervision, evaluation, and performance of student-athletes, and coaching staff.
3. Abide by and comply with the constitution, bylaws, and interpretations of the National Collegiate Athletic Association (NCAA) and the Horizon League (Conference), or any other conference the University may choose to enter, as well as all University rules and regulations relating to the conduct and administration of the Women's Basketball program. In the event that Coach becomes aware, or has a reasonable cause to believe, that violations of such constitution, bylaws, interpretations, rules, or regulations may have taken place, she shall report the same promptly to the Director of Athletics of the University.
4. Use her best efforts to ensure that all academic standards, requirements, and policies of the University are observed by her and by members of her coaching staff at all times, including those in connection with the recruiting and eligibility of prospective and current student-athletes for the Women's Basketball program, and use her best reasonable efforts that said standards, requirements, and policies are not compromised or violated at any time.
5. Use her best efforts, in conjunction with the University, to ensure that all student-athletes recruited for her Women's Basketball program are provided proper academic counseling and are encouraged to and given every opportunity to meet the degree requirements necessary to graduate from the University.

6. Recruit, coach, and train student-athletes to compete successfully against Division I, and Horizon League competition in a quality Women's Basketball program.
7. Use her best efforts to ensure that her student-athletes and coaching staff / administrative personnel conduct themselves in a manner that will reflect a positive image for the University both on and off the field of play.
8. Use her best efforts to refrain from making negative public statements that disparage the athletics program and University.
9. Use her best efforts to establish and maintain a frequent and systematic program of personal communication with the University's student body, faculty, and staff.

2.02 DISCIPLINARY ACTIONS FOR VIOLATIONS OF NCAA OR CONFERENCE RULES AND REGULATIONS

If Coach is found in violation of NCAA regulations, Coach shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see Bylaw 19), including suspension without pay or termination of employment. The University will be responsible for determining the appropriate disciplinary and/or corrective actions within the NCAA infractions process. It is understood that Coach has an affirmative obligation to cooperate fully in the infractions process, including investigation and adjudication of a case (see Bylaw 19.2.3 – Responsibility to Cooperate).

If Coach is found in violation of Conference regulations, Coach shall be subject to reasonable and appropriate disciplinary and/or corrective actions by the University. The University will be responsible for determining the appropriate disciplinary and/or corrective actions.

2.03 REPORTING RELATIONSHIPS

The parties (without delineating the particular terms and conditions) acknowledge that each party will use its best efforts and will cooperate with the other to provide the following support for the University's Women's Basketball program.

- A. Coach's immediate supervisor for purposes of implementing the Contract shall be the Director of Athletics of the University; all matters pertaining to the operation of the University's Women's Basketball program shall be subject to the direction and control of the Director of Athletics and/or designated supervisor.
- B. The overall policy of the entire athletics program shall remain the exclusive prerogative of the University. The Coach shall administer the daily routine and organization of the program as

she deems necessary to effectuate its success, provided such administration shall be in accordance with the policies established by the Director of Athletics.

- C. Coach shall have the right to release, hire, and retain assistant Women's Basketball coaches subject to the approval of the Director of Athletics, the President of the University, and (as it pertains to hiring) the University's Board of Regents.
- D. Coach shall work with the sport supervisor to develop the annual budget for the Women's Basketball program subject to the approval of the Director of Athletics.

ARTICLE III TERM OF EMPLOYMENT

The initial term of this Employment Contract shall be for a period of four (4) years, beginning on the 1st day of April 2022 and ending on the 31st day of March 2026. The parties agree that if circumstances do not exist that would justify dismissal for cause as defined in 5.01 herein during any year of this Contract, the term of this Contract can be extended under the same terms and conditions by one (1) additional year at the end of year two (2) and year three (3) of this contract, with the term of employment, together with extensions, not to extend beyond March 31, 2028. Provided, however, that this extension provision shall not be construed to create an employment term that exceeds four (4) years at any given time, in accordance with the provisions of KRS 164.360(2). University will provide extension decision in writing to Coach by April 1st after year two (2) and year three (3).

ARTICLE IV COMPENSATION / BENEFITS

In consideration for the promises she has made in entering into this Employment Contract, Coach shall be entitled to the following forms of compensation; base salary payments, benefits, and bonuses for so long as the payments, benefits, and bonuses are in compliance with federal and state law as well as NCAA and Conference rules and regulations.

4.01 SALARY AND BENEFITS

- A. The base salary paid by the University to Coach for services and satisfactory performance of the terms and conditions of this Employment Contract shall be \$156,083 and shall be payable in equal monthly installments during the period of this Contract and made in conformity with the payroll procedure of the University. Coach will be reviewed for her performance on an annual basis, and assuming funds are available, will be given a raise appropriate and in accordance with the University's performance evaluation and compensation policies.

- B. Coach shall be eligible to participate in a group insurance, retirement, and voluntary payroll deduction programs on the same basis and with the same University contributions that apply to the University's non-academic administrative staff.
- C. The University shall provide a monthly stipend in the amount of \$500 for transportation needs of head coach. Coach will be responsible for any and all insurance and taxes, if applicable, upon any vehicle leased or purchased.
- D. The University will provide Coach, without charge, eight (8) Women's Basketball season tickets. Such tickets may not be resold or traded for personal benefit by Coach. Coach shall be provided up to eight (8) tickets for any postseason Women's Basketball tournament game in which NKU participates and, if available, may be offered additional tickets for purchase. It is agreed and understood that all tickets are provided to aid Coach in the performance of her job. It is intended that the value of the tickets be excluded from compensation under the Internal Revenue Code Section 132(a)(3) as a working condition fringe benefit.
- E. Up to three (3) members of Coach's immediate family may travel with the team, where the cost of transportation, lodging, and game tickets will be provided by the University, according to the following conditions:
 - 1. So long as space is available, family may travel with the team anywhere reached by charter bus.
 - 2. So long as space is available, family may travel with the team to NCAA post-season tournament games by the same mode as the team travels.
 - 3. "Immediate family" is defined by the University's funeral leave policy.
 - 4. Minors must be accompanied by an adult over the age of twenty-one (21), other than Coach, at all times.
 - 5. No per diem meals will be provided.

4.02 COACH'S INCENTIVES

- A. Coach shall be entitled to the following cumulative bonuses, payable within 60 days:
 - 1. Horizon League Regular Season Championship (including a tie for first place): \$5,000
 - 2. Horizon League Tournament Championship: \$10,000
 - 3. NCAA At-Large Selection: \$5,000
 - 4. Advance to Round of 32: \$5,000
 - 5. Advance to Round of 16: \$5,000
 - 6. Advance to Round of 8: \$5,000

7. Advance to Final Four: \$5,000
8. Advance to National Championship: \$5,000
9. NCAA National Championship: \$5,000
10. WNIT Appearance: \$2,500
11. Each win in WNIT: \$2,500
12. Conference Coach of the Year: \$2,500
13. National Coach of the Year: \$2,000
14. Annual Team GPA of 3.35 or higher (fall / spring): \$1,000
15. APR of 1000: \$1,000

- B. The Athletic Department calculates and confirms an annual and multi-year Academic Progress Rate (APR) for its athletic sports in the fall of each year followed by an official release by the NCAA. The parties agree that any performance-based incentives listed in 4.02 COACHES INCENTIVES which the Coach may be entitled to, and which are earned in a particular fiscal year are contingent upon the Women's Basketball program meeting an annual APR target figure of 950. If the annual APR target figure falls below 950 then Coach forfeits any performance-based incentives listed in 4.02 COACHES INCENTIVES which may be payable in that fiscal year. If the annual APR falls below the minimum required for NCAA Championship eligibility Coach forfeits any performance-based incentives listed in 4.02 COACHES INCENTIVES which may be payable for two consecutive fiscal years.

4.03 OPPORTUNITIES TO EARN OUTSIDE INCOME

While Coach is representing the University as Head Women's Basketball Coach, she shall have the opportunity to earn outside income as a result thereof. The following general terms and conditions shall apply to each case in which Coach seeks to or makes arrangements to earn outside income as a result of her being Head Women's Basketball Coach:

- A. UNIVERSITY OBLIGATIONS ARE PRIMARY. Such outside activities shall not interfere with the full and complete performance by Coach of her duties and obligations as a University coach, recognizing always that Coach's primary obligations lie with the University and its students.
- B. NCAA RULES CONTROL. In no event shall Coach accept or receive directly or indirectly any monies, benefit, or any other gratuity whatsoever from any person, group, corporation, Go Norse Fund, or Alumni Association if such action would violate NCAA legislation. The

constitution, bylaws, rules, and regulations or interpretations thereof shall automatically apply to the agreement.

- C. UNIVERSITY APPROVAL IS REQUIRED. Coach shall obtain the advance written approval from the Director of Athletics of the University before entering into such agreements. Approval shall not be unreasonably withheld.
- D. UNIVERSITY IS NOT LIABLE. Activities are independent of Coach's employment at University, and the University shall have no responsibility nor bear any liability for any claims arising therefrom.
- E. REVENUES. Except for the limitations on such outside compensation as established by or set forth in this agreement and in the constitution, bylaws, rules and regulations, and interpretations thereof of the University; the Horizon League, or any other conference the University may choose to enter; and the NCAA, Coach shall be entitled to retain all revenues generated by such outside activities (i.e., shoe contracts, speaking engagements, outside camps, etc.).
- F. SUMMER CAMPS. Coach shall be entitled to at least two (2) weeks of girls' basketball camps using Northern Kentucky University's athletic facilities and equipment.

G. OTHER INCOME

1. Commercial, Apparel and Equipment Endorsements - Coach may undertake commercial endorsements of products and services in which she identifies herself as Coach of the University's intercollegiate Women's Basketball team and retain any and all income derived therefrom; provided, however, that such endorsements are in writing, do not conflict with existing University contracts, do not discredit or embarrass the University, do not extend beyond the term of this Employment Agreement, would be coterminous with Coach's termination of employment as Head Women's Basketball Coach at the University, and are subject to the University's trademark and licensing program, and the prior approval of the University's Director of Athletics.
2. Other Products - Products obtained in trade or other negotiations by Coach on behalf of the University will not require compensation by the University to Coach and shall remain the property of the University.
3. Income from Speeches, Appearances, and Written Materials - Any income derived by Coach from speeches, appearances, and/or written materials shall be her separate income. Any speech given pursuant to this paragraph must be given by Coach in her individual capacity, not her official capacity as a University Coach.

Coach is required to report any athletically related income or benefits from a source outside the institution (e.g. income from endorsement or consultation contracts with apparel companies, equipment manufacturers, television and radio programs; income from ownership, control or management of a foundation, organization or other entities; etc) that exceeds \$600.00 to the University President on an annual basis.

ARTICLE V TERMINATION

Coach recognizes that her promise to remain the University's Women's Basketball coach through the entire term of the Employment Agreement is of the essence. It is also recognized, however, that certain limited circumstances may make it appropriate for the University to terminate this Agreement prior to the completion of its entire term.

5.01 TERMINATION BY UNIVERSITY FOR JUST CAUSE

The University shall have the right to terminate this Employment Agreement for just cause prior to its normal expiration date. The term "just cause" shall be defined as follows:

1. Any conduct of Employee which constitutes moral turpitude, and which would constitute a criminal offense under law, or which brings public disrespect, contempt or ridicule upon the University;
2. A Severe Breach of Conduct (Level I) or numerous Significant Breach of Conduct (Level II) and/or Breach of Conduct (Level III) violations of which the cumulative effect may constitute a Severe Breach of Conduct (Level I) violation of any rule, regulation, constitutional provision, or bylaw by the NCAA;
3. Intentional, serious violation of any rule, regulation, constitutional provision, or bylaw of the University, the Horizon League or the NCAA by a member of the women's basketball coaching staff or any other person under the Coach's supervision and direction, including student-athletes in the women's basketball program, about which Coach had prior knowledge or reasonably should have known;
4. Deliberate violations of any duties or responsibilities outlined in this Employment Agreement, including an unsatisfactory annual performance review so long as Coach has failed to cure such deficiency after having been provided written notice of such deficiency, or refusal or unwillingness to perform such duties or responsibilities in good faith and failure to cure such violations upon thirty (30) days written notice from the Director of Athletics.

5.02 UNIVERSITY'S OBLIGATIONS UPON TERMINATION FOR CAUSE

In the event this Employment Agreement is terminated for cause in accordance with the provisions of Section 5.01 hereof, and at the time of such termination if there is more than one (1) month of unexpired term of this Contract, the "severance fee" shall be computed and paid as if the unexpired term of this Contract was only one (1) month. The "severance fee" will be calculated solely on the base salary (not including supplement payments) as of date of termination. Coach shall not be required or obligated to perform any further services or duties for the University to be entitled to the "severance fee." In any meeting between University official(s) and Coach relating to termination for cause, both the University and Coach have the right to have representation by legal counsel present.

5.03 TERMINATION BY UNIVERSITY WITHOUT CAUSE

The University shall have the right to terminate this Employment Contract prior to its normal expiration date without cause. Termination "without cause" shall mean termination of this Contract on any basis other than those set forth in Section 5.01. Termination by the University without cause shall be effectuated by delivering to Coach written notice of the University's intent to terminate this Contract without cause.

5.04 LIQUIDATED DAMAGES UPON TERMINATION BY UNIVERSITY WITHOUT CAUSE

A. In the event the University exercises its right to terminate this Agreement without cause, the University's sole financial obligation shall be limited to paying Coach the remaining and unpaid amount of Annual Salary, including incentive payments earned pursuant to 4.02B, that would have been due and payable to her under Section 4.01 of this Agreement had Coach remained employed by the University for the entire Term of the Agreement (had it naturally expired) and, if applicable, any bonuses earned or achieved and unpaid for which Coach is eligible under Section 4.02 of the Agreement prior to the effect date of termination. In the event the University exercises its right to terminate the Agreement without cause, the University shall not be obligated to pay Coach any other compensation described in the Agreement or be responsible for consequential damages, including but not limited to any loss of business opportunities or loss of other income, benefits, or perquisites from any sources, that might occur as a result of such termination. Payment of the total amount determined shall occur over the remaining Term of the Agreement as follows: 1) Within thirty (30) days of the effective date of termination without cause, payment shall be made of amounts due with respect to the remainder of that contract year, and 2) payments due hereunder with respect to each subsequent year shall be made payable in equal monthly installments, until all amounts due under this Section 5.04 have been paid in full.

B. Coach acknowledges her obligation to minimize the payments due to her under Section 5.04(A) and agrees to make every reasonable effort to obtain employment as long as the University has the

obligation to make payments under Section 5.04(A). If Coach obtains new employment, the University's financial obligations under Section 5.04(A) shall be reduced by the total compensation received by Coach in her new position, including employee benefits, whether in cash, deferred payments, or in kind. Coach shall immediately, upon acceptance of other employment, notify the University in writing of such employment and the total compensation to be paid to Coach for the employment. In addition, Coach agrees to provide the University with a copy of her W-2 form for each calendar year as long as the University has the obligation to make payments under Section 5.04.

C. If Coach's total compensation in the new position exceeds that to which Coach would have been entitled at the University as set forth in Section 4.01, then the University's financial obligations under Section 5.04(A) shall cease.

D. Coach acknowledges and agrees that the University's sole financial obligation in the event that Coach is terminated without cause is governed by Section 5.04 of this Agreement, and any prior agreements or promises in regard to the University's payments to Coach due to termination without cause, if any, are null and void.

5.05 LIQUIDATED DAMAGES UPON TERMINATION BY COACH WITHOUT CAUSE

A. If Coach terminates this Contract without cause prior to its expiration date and within one year of her termination accepts employment as Head Coach of the women's basketball program with any other college/university, Coach shall pay to the University, as liquidated damages, the amount valued at three (3) month's salary. Said sum shall be paid within thirty (30) days of Coach's last day of employment at the University. Failure to timely pay such liquidated damages shall constitute a breach of this Contract and such sum shall be recoverable together with reasonable attorney fees, in any court of competent jurisdiction.

B. Should Coach decide to resign or retire from collegiate women's basketball and thereafter does not accept employment as a Head Women's Basketball Coach for at least one full year following the date of her resignation or retirement, these provisions shall not apply.

5.06. UNIVERSITY APPROVAL REQUIRED PRIOR TO NEGOTIATION WITH OTHER SCHOOLS OR EMPLOYERS

The parties agree that should another coaching or sports-related employment opportunity be presented to Coach or should Coach be interested in another coaching position during the term of her Employment Agreement, Coach must notify the University's Director of Athletics of such opportunity or interest, and obtain permission from the Director of Athletics before any discussions can be held by Coach with anticipated coaching position principals, which permission shall not be unreasonably withheld.

ARTICLE VI
MISCELLANEOUS

6.01 AMENDMENTS TO AGREEMENT

This Employment Agreement can only be altered or amended by written agreement between Coach and the University's designated representative.

6.02 UNIVERSITY RETAINS ALL MATERIALS AND RECORDS

All materials or articles of information, including, without limitations, personnel records, team information, films, tapes, 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 of 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 thirty (30) 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 her possession or control to be delivered to the University.

6.03 TAX LIABILITIES

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

6.04 LAWS OF THE COMMONWEALTH OF KENTUCKY

This Agreement shall be interpreted under the Laws of the Commonwealth of Kentucky, and if any provision of the Agreement may be prohibited, this shall not invalidate the remaining provisions of the Agreement.

6.05 SEVERABILITY CLAUSE

If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

6.06 ACKNOWLEDGMENT

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

IN WITNESS WHEREOF, the parties hereto set forth their respective signatures on this Agreement as of the date set forth below.

NORTHERN KENTUCKY UNIVERSITY

BY: Ashish K Vaidya 4/4/22 BY: Camryn Whitaker 5/27/22
Dr. Ashish Vaidya Date Camryn Whitaker Date
President Coach

BY: Ken Bothof 4/01/22
Ken Bothof Date
Director of Athletics

**HEAD WOMEN'S BASKETBALL COACH
EMPLOYMENT EXPECTATIONS
ATTACHMENT A**

- I. Use best efforts to develop Women's Basketball program to a highly competitive level under the strictest adherence to NCAA rules and regulations and Northern Kentucky University's high academic standards so that the following by-products will take place:
 - A. Attendance and fan support and the related income will reach the maximum potential.
 - B. The program will have national interest
 - 1. Develop national alumni support for NKU
 - 2. Develop corporate support on a national basis
 - 3. Develop strong community support
 - C. Provide high caliber entertainment for fans and supporters
 - 1. Strong community entertainment
 - 2. Student and faculty entertainment

- II. Supervise entire Women's Basketball program. Areas include:
 - A. Supervise Assistant Coaches
 - 1. Oversee their schedules as provided to them
 - 2. Communicate regularly with them on their responsibilities
 - 3. Maintain an overall growth and accountability relationship with them
 - B. Supervise Women's Basketball Student-Athletes
 - 1. Communicate with them on a consistent basis about all areas of their lives
 - 2. Oversee their growth as people, students, and student-athletes
 - 3. Help them focus on a career path
 - 4. Monitor the health and fitness of the student-athletes at all times
 - C. Supervise Academics
 - 1. Communicate on a consistent basis through meetings with student-athletes
 - 2. Communicate with the assigned Athletics Academic Advisor
 - D. Supervise Recruiting
 - 1. Communicate with assistants regularly about plans and prospects
 - 2. Coordinate home visits
 - 3. Monitor mailing list
 - 4. Monitor campus visits
 - 5. Monitor correspondence
 - E. Coordinate All Contest Scheduling with Sport Supervisor
 - 1. Make all initial contacts on scheduling
 - 2. Communicate all scheduling possibilities to Sport Supervisor for consultation and final approval
 - F. Media Relations Responsibilities
 - 1. Reasonably available to respond to media inquiries by phone, in office or at home

2. Reasonably available for TV interviews before and after practice
 3. Assist Assistant Athletic Director for Communication and Video Services or designee on other media dealings
- G. Rules Compliance
1. Maintain compliance to University, Horizon League, and NCAA regulations
 2. Adhere to compliance paperwork deadlines
 3. Successfully pass annual recruiting certification exam
- H. Oversee Public Relations for Program
1. Plan schedule to entertain contributors to our program
 2. Speak at luncheons (Kiwanis, Jaycees, etc.) and dinners (banquets) to represent both NKU and the NKU Women's Basketball program
 3. Cooperate with Alumni Office and attend alumni functions
 4. Actively participate in Athletics Development Office endeavors – reasonably meet and/or correspond with donors as requested
 5. Be a highly respected and visible community member
 6. Be active in charity events of your choice
 7. Support community activities in a visible way
 8. Support departmental marketing initiatives, including but not limited to selected speaking engagements, student spirit group, NCAA Life Skills Program (including active involvement of team community service projects), etc.
- I. Supervise All Coaching Activities
1. Plan and evaluate practices
 2. Prepare game plan with assistants
 3. Coordinate on-the-court coaching in practices and games
 4. Oversee individual workouts with assistants
 5. Timely and thorough completion of annual evaluations of assistants