

JMU
HEAD COACH EMPLOYMENT CONTRACT

This Employment Contract, effective on the date last signed below, is hereby made by and between **James Madison University** (hereinafter referred to as the "University") and **Matt Brady** (hereinafter referred to as the "Employee") and supersedes any and all previous agreements.

WHEREAS, the University desires to continue to employ the employee as Head Coach in the Men's Basketball Program (hereinafter referred to as the "program"), and

WHEREAS, the employee desires to accept the offer of continued employment under the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the University hereby employs the employee as Head Men's Basketball Coach of the University, and the employee hereby accepts employment as Head Men's Basketball Coach of the University under the following terms and conditions:

ARTICLE I - Contract Term

The term of this contract shall be for a period of approximately four (4) years, from the date last signed below in **April of 2013** through **April 24, 2017**, unless terminated earlier pursuant to the terms and provisions hereof. For all purposes herein, each contract year shall end on April 24 of each year of the contract. If the employee's performance is determined to warrant a contract extension, the Director of Athletics shall give notice to the employee regarding the contract's extension on or before **March 31, 2016**. If no notice is given, the contract will automatically expire, as per Article IX herein, on **April 24, 2017**. However, in the event the University changes athletics conferences, one additional year will be added to the term of the contract, so that it will expire on **April 24, 2018**.

ARTICLE II - Compensation

In consideration for the employee's performance as Head Coach as stated herein, the University agrees to compensate the employee in the following manner:

- A. **Annual Salary**: The University will pay the employee a base salary of three hundred two

thousand dollars (\$302,000.00) per year, less all required deductions, payable in equal semi-monthly installments. The employee may receive annual merit increases on the same basis as Administrative and Professional Faculty, based on performance. Nothing herein shall constitute a guarantee of any salary increase in any given year.

- B. Insurance and Retirement Benefits: The University will provide the employee, for as long as the individual serves as an employee of the University, the standard life and health insurance and retirement benefits provided to Administrative and Professional Faculty of the University.
- C. Annual Vacation: The employee will be entitled to twenty (20) working days vacation with pay each year, the dates of which will be mutually agreed to by the employee and the Athletic Administration. If the employee does not use all of the annual vacation time in any one year, the unused portion cannot be carried into subsequent years.
- D. Automobile: The employee will be provided a vehicle through the Department's Courtesy Car Program. In the event a vehicle is not available, a vehicle stipend in the amount of eighteen thousand dollars (\$18,000.00) will be provided on an annual basis.
- E. Discretionary Account: A ten thousand dollar (\$10,000.00) discretionary account will be provided annually to the employee by the JMU Foundation. This fund should be used to enhance and promote the Men's Basketball Program through cultivation of relationships with donors and friends of the Program. The employee is prohibited from using this fund for personal uses.
- F. Club Membership: A social membership at Spotswood Country Club will be provided for the employee's use. This membership should be used to enhance and promote the Men's Basketball Program through cultivation of relationships with donors and friends of the Program. However, the employee may also use this membership for his personal use. This benefit is subject to taxation and is paid from the discretionary account referenced above in item I.E.
- G. Travel: The employee shall conduct travel as is necessary to carry out his duties as Head Men's Basketball Coach, including, within the approved annual operating budget, travel to professional seminars, training sessions, educational meetings and coaching clinics. He will be entitled to reimbursement for transportation and expenses as authorized by state law and University policy upon presentation of the appropriate vouchers and receipts.

H. Camp: For so long as the employee serves as Head Coach, the employee shall have the right to operate a private basketball camp in his own name and for his own gain during the summer months for a minimum of one week at mutually acceptable times within the policies and guidelines of the University and the Athletics Department. In connection with such camps, the employee may use the available University's facilities at the University's established price, provided that the employee obtains adequate insurance, with an insurer qualified to do business in Virginia, against any claims, demand, or action that might arise as a result of such operation. Such insurance shall name the University as the co-insured. The employee shall be responsible for paying all dormitory, facility, and food service fees.

I. Exemplary Performance:

1. In the event that the Men's Basketball Program receives a bid to the NCAA tournament, the employee shall receive a payment in the amount of twenty five thousand dollars (\$25,000.00) for the first game played in the tournament; thirty five thousand dollars (\$35,000.00) for the second game played in the tournament; forty five thousand dollars (\$45,000.00) for the third game played in the tournament; fifty five thousand dollars (\$55,000.00) for the fourth game played in the tournament; seventy five thousand dollars (\$75,000.00) if the team plays in the Final Four tournament.
2. In the event the Men's Basketball Program receives a bid to the National Invitational Tournament (NIT), the employee will be paid a sum of ten thousand dollars (\$10,000.00) for each game played in the tournament; thirty thousand dollars (\$30,000) to be paid if the team reaches the semi-final game; and fifty thousand dollars (\$50,000) if the team wins the championship game.
3. In the event the Men's Basketball Program reaches and maintains for each academic year of the contract an annual APR level identified in the table below, the employee will be paid a sum of fifteen thousand dollars (\$15,000) at the end of the third year of the contract. Graduate Bonus Points will be calculated based on student-athletes recruited by the employee while he has served as Head Coach at James Madison University.

Men's Basketball APR Plan to achieve 950 APR

Academic Year	Total Earned	Total Possible	Grad. Bonus Points	Num Of Athletes	Single Year APR	Multi Year APR
2012-13	57	60	1	15	967	939
2013-14	58	60	0	15	967	945
2014-15	58	60	0	15	967	969
2015-16	58	60	0	15	967	967

Payment for all exemplary pay incentives shall be paid to the employee on or before June 30 of the calendar year in which the competitions are played. Such payments are not a part of the employee's base salary, but will be reported as additional income on a W-2 Form.

ARTICLE III - Duties and Responsibilities

The employee, in operating, managing, administering, directing, supervising, promoting, and developing the program, will perform faithfully and to the best of his/her abilities those duties that are customarily performed by individuals holding comparable positions at institutions similar to the University. The employee's duties will include but not be limited to the following:

- A. **Academics**: Create and reinforce an environment of academic achievement, expectations and success. Be actively involved in promoting, supporting and directing student-athletes' academic success through coordination with the Office of Student-Athlete Services.
- B. **Budget**: Manage designated resources within budgeted allocations and in a responsible manner.
- C. **Coaching**: Ensure that team members are improving, developing and progressing as athletes during their collegiate careers.
- D. **Communication**: Maintain an effective channel and level of communication throughout the athletics program, emphasizing relationships with sport administrators and support services.
- E. **Compliance**: Operate the sport program with integrity and within the scope and intent of NCAA, conference and University regulations.
- F. **Fundraising**: Assist in promoting the University by soliciting and encouraging contributions to and support for the University's Division of Athletics.
- G. **Promotions/Publicity**: Assisting in the development of publicity and promotional materials about the Men's Basketball Program. The employee shall be responsible for maintaining positive and beneficial contact, engagement, and relationship with the local community, the campus, the media, alumni and civic groups as a representative of the University, the Athletics Program, and the Men's Basketball Program. The employee agrees that the University may direct him to make reasonable personal appearances or to participate in radio or television programs, at its reasonable discretion. In addition, the employee agrees that the University may use, without additional compensation, his name, picture, likeness and voice in connection with such programs and appearances, and with general promotions or other

activities by the University.

- H. Recruiting: Recruit student-athletes who can compete successfully on a level consistent with program expectations and who can be successful in an academic environment and graduate from JMU.
- I. Role Model: Be a professional representative of JMU and a role model for student-athletes, the department and community.
- J. Schedule: Develop a competitive schedule, with the approval of the Director of Athletics and Sport Supervisor, which is consistent with sport expectations and meets the minimum NCAA requirements.
- K. Competitiveness: Maintain a level of competitiveness where the program continues to develop a culture of winning and developing student-athletes to their ultimate potential. Be in a position to compete for a conference championship annually and to win a conference championship or be selected as an at-large participant to the NCAA Tournament at least once every four years.
- L. Sportsmanship: Foster a positive environment that encourages and supports sportsmanship.
- M. Staffing: Recruit, and recommend, on behalf of the University, individuals to serve as assistant coaches, secretaries and other positions on the University's Men's Basketball Program staff. Be responsible for training, supervising, evaluating and managing the employees of the Men's Basketball Program under the rules and policies of the University and the Athletics Department. Specifically, be responsible for the compliance of the Men's Basketball Program staff with all rules and regulations of the NCAA, the conference, and the University.
- N. Team Player: Be a positive team player. Set a positive example for the department by supporting the mission and philosophy of the athletics program and the University.
- O. Total Development: Contribute to the total development of student-athletes in the program, in addition to their athletic development.
- P. Perform other duties that are assigned by the Athletics Director of the University.

ARTICLE IV - Conditions of Employment

The employee shall devote full-time attention, energies, and abilities to the duties as Head Coach.

The employee agrees that in performing the assigned duties as Head Coach, he hereby agrees to the following terms:

- A. Compliance: The employee shall act in compliance with state and federal laws and with the rules, constitutional provisions, bylaws, policies, regulations, and interpretations, as now constituted or as they may be amended, of the University, the NCAA, or any athletic division or conference of which the University is a member. In accordance with NCAA, conference and JMU rules and regulations, the employee expressly agrees that if he is found in violation of said regulations, he will be subject to appropriate disciplinary or corrective action which may include suspension for a period of time, without pay, or termination of employment.
- B. Outside Income: The employee shall seek prior written approval from the Director of Athletics on an annual basis for all athletically related income and benefits from sources outside the institution, and submit, as mandated by NCAA Bylaw 11.2.2, a written detailed account annually to the Director of Athletics. Engaging in other businesses, occupations, or remunerative activities must not interfere or detract from the duties as Head Coach. All approved income derived from such other activities shall be the sole and exclusive property of the employee. Additionally, the employee must report in writing by June 30 of each year of this contract all athletically related income from sources outside the University, in accordance with this provision and with the NCAA rules in force during the term of this agreement. The employee specifically agrees not to enter into any agreement with any competitor of any company or entity with whom the University has an agreement that would in any way, in the judgment of the University, interfere or conflict with any agreement into which the University has entered, including but not limited to shoe, equipment and apparel manufacturers' agreements.
- C. Compliance Reporting: The employee shall cooperate with and furnish the NCAA, conference, and/or institution with truthful and complete information concerning involvement in or knowledge of rules violations by him or others. This includes a duty to report any violations to the Athletics Director.
- D. Knowledge and Participation: The employee shall attain satisfactory knowledge of the rules, and fully participate and cooperate in compliance-related activities.
- E. University Rules: The employee agrees to abide by the rules of the University. The University shall have the right to discipline, including discharge, the employee in accordance

with the provisions of the University's policies, procedures, regulations and rules, as currently in effect or as may hereafter be amended or revised by the University.

ARTICLE V - Long-Term Illness or Incapacity

If the employee does not perform his/her duties as the University's Head Coach because of illness or incapacity of any type whatsoever for a cumulative total of more than six (6) months in any year, the University may terminate this contract upon thirty (30) days written notice to the employee, but so as not to affect his/her rights under any disability policy obtained through the University. The University shall be relieved of all liabilities and/or obligations under this contract following such a termination, except for the obligations of the University to pay the employee any salary or benefits earned as of the date of termination.

ARTICLE VI - Death

If the employee dies, this contract will terminate immediately. In the event of the employee's death during the term of this contract, the University will pay to the employee's estate any compensation due him up to the end of the month in which the employee dies, but the University will otherwise be relieved of all liabilities and obligations under this contract following such a termination, except for the obligations of the University to pay the employee any salary or benefits earned as of the date of his death.

ARTICLE VII - Termination

A. **Good Cause:** The University may terminate the employee's services as Head Coach for "good cause." A termination for "good cause" will immediately relieve the University of any and all liabilities and/or obligations to the employee under the contract other than compensation and benefits earned to the date of termination. For purposes of this contract, "good cause" shall be defined as the following:

1. The employee's involvement in any material violation of the rules, constitutional provisions, bylaws, policies, regulations or interpretations ("rules") of the University, the NCAA, or any athletic division or conference in which the University is a member. The employee shall not be deemed to have so violated NCAA, athletic division, or conference rules until the proceedings, if any, provided by such

organization to establish the existence of such violation has been conducted or waived by the employee.

2. The employee's material failure, refusal or neglect to perform as provided hereunder.
3. The employee's long-term illness or incapacity, as set forth in Article V of this contract.
4. The employee's death, as set forth in Article VI of this contract.
5. The employee's conviction for or plea of guilty or no contest to a felony offense or for any other crime or offense other than a minor traffic violation.
6. The employee's willful participation in any act of moral turpitude.
7. The employee's alcohol abuse or other activity which results in a negative reflection on himself, the Men's Basketball Program, the Athletics Department, or the University.
8. The men's basketball team's ineligibility for the conference championship due to a failure to meet academic APR standards set by the NCAA.

Except in the event of a termination pursuant to Article VI, or Article VII, Section B, of this agreement, or where the employee poses an immediate impediment or threat to the proper administration and operation of the Athletics Program, the employee will be given written notice of any termination for "good cause." No prior evidentiary hearing will be required before University action.

- B. Without "Good Cause": The University may terminate the employee's services as Head Coach without "good cause" as defined above in Article VII, Section A. The University reserves the right to terminate the employee's services at any time, but generally anticipates that notice of termination would be given on March 31 in any given year. In the event the University terminates the services of the employee without "good cause" in any but the final year of the contract (i.e., any date in calendar year 2013, 2014, or 2015, or before April 24 in 2016, or if the contract is extended because of a conference change pursuant to Article I, before April 24 in 2017), the University agrees to pay the employee, and the employee agrees to accept as the exclusive remedy, the equivalent of his remaining salary for all but the final year of the contract as set forth in Article II (A), plus the sum of twenty thousand dollars (\$20,000) in lieu of the salary for the final year of the contract, plus severance due as an employee of the state, less all applicable withholding on these payments, payable in a lump sum within 30 days after notice of termination is delivered. In the event the University terminates the services of the employee without "good cause" within one month before the beginning of the last year of the contract (i.e.,

between March 24 and April 24 of 2016, or if the contract is extended because of a conference change pursuant to Article I, between March 24 and April 24 of 2017), the University agrees to pay the employee, and the employee agrees to accept twenty thousand dollars (\$20,000), plus severance due as an employee of the state, less all applicable withholding on these payments, payable in a lump sum within 30 days after notice of termination is delivered, as his exclusive remedy, and he agrees that he will accept this amount in lieu of any salary payments for the final year of the contract.

Furthermore, it is expressly agreed that in the event of the termination by the University without "good cause," the employee shall have no further obligations under this Agreement, and shall have no affirmative obligation to seek or secure other employment of any kind in order to mitigate his losses.

ARTICLE VIII - Resignation

In the event the employee desires to terminate this contract, he will furnish the University thirty (30) days advance written notice thereof. The employee agrees that he will not seek or apply for other positions without prior notice to the Athletics Director. The University shall be relieved of all liabilities and/or obligations under this contract following such a resignation, except for the obligations of the University to pay the employee any salary or benefits earned as of the date of resignation.

ARTICLE IX – Expiration

Unless this contract is terminated earlier in accordance with the terms herein, or extended by one additional year because of an athletics conference change under the terms of Article I, this contract shall automatically expire and terminate on **April 24, 2017**, unless it has been extended by written agreement of the parties.

ARTICLE X - Waiver of Breach

The waiver by either party of a breach of any provision of this contract will not operate or be construed as a waiver by that party of any prior or subsequent breaches.

ARTICLE XI - Severability

All agreements and covenants contained herein are severable, and if a court of competent jurisdiction declares any such agreement or covenant to be invalid, the contract will be interpreted and applied as if such invalid agreements or covenants were not contained herein.

ARTICLE XII - Notice

All notices required under this contract will be given in writing by personal delivery or by first-class mail, postage prepaid, to the appropriate address of the party receiving the notice.


ARTICLE XIII - Governing Law

This contract shall be construed in accordance with the laws of the Commonwealth of Virginia. Venue for determining the legal rights and obligations of the parties to this agreement shall be in the courts of Rockingham County, Virginia.

ARTICLE XIV - Entire Agreement

This contract contains the entire agreement by and between the University and the employee. Oral modifications, additions or supplementations to the contract shall have no effect and shall not bind the parties. This contract may be altered only by a later written agreement signed by both the University and the employee.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.


Jonathan R. Alger
President

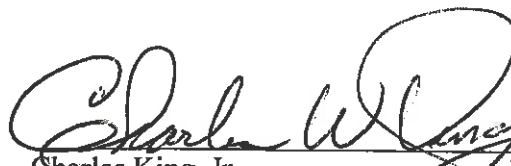
4/23/13
DATE


Matt Brady
Head Men's Basketball Coach

4/23/13
DATE


Jeffrey T. Bourne
Director of Athletics

23 Apr 13
DATE


Charles King, Jr.
SVP Administration & Finance

4-23-13
DATE

Initialed Dir of Bus Op: jls