



To: Pat Kelsey

From: Ryan Bamford, Director of Athletics

Re: Terms, Commitments and Compensation

Date: March 21, 2017

This will serve as a Memorandum of Understanding that the University of Massachusetts ("UMASS") and Pat Kelsey ("KELSEY") intend to enter into a formal contractual agreement to employ KELSEY as the Head Coach of Men's Basketball at UMASS. Below are the commitments related to KELSEY'S employment as the Head Coach at UMASS. It is understood that the contract will not include substantive changes to the term, compensation or other financial components.

In addition, it is understood that this offer is contingent upon KELSEY successfully completing a background review and criminal history check which is required for all new employees in accordance with the Board of Trustee Policy.

Terms and Compensation:

Appointment Term: FIVE years (April 1, 2017 – March 31, 2022)

Base Salary: \$250,000

Additional Compensation: Table Below

(Inclusive of speaking appearances, media fees, country club dues, annuities, etc.)

	Base Salary	Additional Comp	Annual Total Comp
YEAR 1	\$250,000	\$300,000	\$550,000
YEAR 2	\$250,000	\$350,000	\$600,000
YEAR 3	\$250,000	\$500,000	\$750,000
YEAR 4	\$250,000	\$550,000	\$800,000
YEAR 5	\$250,000	\$600,000	\$850,000
Total Comp	\$1,250,000	\$2,300,000	\$3,550,000

Retention Payments: UMASS will pay KELSEY a retention bonus if KELSEY is head coach on the dates below:

PAYMENT #1: July 1, 2019 (after Year 2) = \$150,000
PAYMENT #2: July 1, 2020 (after Year 3) = \$150,000
PAYMENT #3: July 1, 2021 (after Year 4) = \$150,000

An additional \$25,000 will be added to the Payment #3 amount only for each NCAA appearance UMASS makes in first four (4) years of the contract. *(Example: UMASS qualifies for NCAA tournament in Year One and Year Three would add \$50,000 to Payment #3 for a total of \$200,000)*

Benefits: Eligible for all non-unit personnel employee benefits normally accrued, except cost-of-living and merit based increases which are outlined above.

Additional Compensation:

- Payment to Winthrop University for Contractual Release: UMASS agrees to pay KELSEY'S liquidated damages obligation (\$150,000) to Winthrop University resulting from his acceptance of employment with UMASS ("Expense"). UMASS has authorized this amount to be paid as a reimbursable business expense of KELSEY and does not consider it compensation. UMASS acknowledges that payment of the Expense was necessary to obtain services of KELSEY, and therefore substantially benefits UMASS. KELSEY acknowledges that he has not and will not be reimbursed for this Expense from any other source. Additionally, KELSEY acknowledges that he will not take an income tax deduction for the Expense on his personal income tax return.
- Temporary Housing: UMASS shall provide KELSEY with a housing stipend for three months at \$3,000/month (Total \$9,000).
- Moving Expenses: UMASS shall be responsible for all reasonable actual full moving expenses up to 10% of the base salary (\$25,000) within the first 12 months of the term OR will provide KELSEY with a \$25,000 signing bonus.
- Season Tickets: UMASS shall provide sixteen (16) season tickets for each men's basketball home game.
- Country Club Membership: UMASS shall provide KELSEY with an annual personal country club membership at no cost to a club at UMASS' choosing.
- Car Stipend: UMASS shall provide KELSEY with a courtesy car at no cost or \$1,000/month in a car stipend.

Performance Based Additional Compensation:

- Multi-Year APR clause: UMASS shall provide a bonus of \$15,000 for each Academic Year in which the Multi-Year Academic Progress Rate Report for the basketball program is 950-959; a bonus of \$20,000 when the Multi-Year APR is 960-969; or a bonus of \$25,000 when the Multi-Year APR is 970 or higher. First allowable bonus occurs when Multi-Year APR is calculated in Spring of 2018.

- Conference Coach of the Year: \$15,000
- National Coach of the Year: \$25,000
- Finish in the top four of the league regular season standings (includes ties): \$15,000
- Win league regular season title: \$25,000 (non-cumulative)
- Win league tournament championship: \$25,000
- NCAA Tournament Appearance: \$50,000
- Each Win in NCAA Tournament: \$25,000
- Win the NCAA National Championship: \$100,000
- NIT Tournament Final Four: \$10,000
- NIT Tournament Champion: \$15,000
- Final RPI rank:
 - Top 50: \$10,000
 - Top 35: \$15,000
 - Top 25: \$20,000
 - Top 15: \$25,000
- Home Game Average Attendance:
 - 6,000 – 6,999: \$15,000
 - 7,000 – 7,999: \$20,000
 - 8,000 or more: \$25,000

Other Considerations:

Assistant Coaching/Staff Salary Pool: UMASS shall provide KELSEY with a salary pool in the amount of \$575,000 from which three (3) assistant coaches, one (1) basketball operations director and one (1) video coordinator shall be paid at TBD's discretion.

(Example)

Asst 1	\$180,000
Asst 2	\$150,000
Asst 3	\$125,000
DBO	\$75,000
Video	\$45,000
Total:	\$575,000

Termination by UMASS Without Cause:

KELSEY is entitled to a payment according to the following timeline should termination occur:

- In Year 1: April 1, 2017 - March 31, 2018
 - Payment equals 100% remaining value of total comp in Year 1, 100% of total comp for Year 2, 100% of total comp for Year 3, 50% of total comp for Year 4 and 50% of total comp for Year 5.
- In Year 2: April 1, 2018 - March 31, 2019
 - Payment equals 100% remaining value of total comp in Year 2, 100% of total comp for Year 3, 50% of total comp for Year 4 and 50% of total comp for Year 5.
- In Year 3: April 1, 2019 - March 31, 2020
 - Payment equals 100% remaining value of total comp in Year 3, 50% of total comp for Year 4 and 50% of total comp for Year 5.
- In Year 4: April 1, 2020 - March 31, 2021
 - Payment equals 50% remaining value of total comp in Year 4 and 50% of total comp for Year 5.
- In Year 5: April 1, 2021 - March 31, 2022
 - Payment equals 50% remaining value of total comp in Year 5.

Termination by KELSEY (for basketball or television job only):

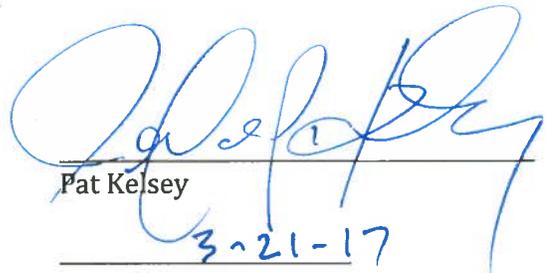
- Within the first 2 years buyout = \$1,000,000 (April 1, 2017- March 31, 2019)
- In Year 3 buyout = \$500,000 (April 1, 2019 - March 31, 2020)
- In Year 4 buyout = \$400,000 (April 1, 2020 - March 31, 2021)
- In Year 5 buyout = \$300,000 (April 1, 2021 - March 31, 2022)



Ryan Bamford, Director of Athletics

3-21-17

Date



Pat Kelsey

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Date