

**AMENDED AND RESTATED
MULTIPLE-YEAR HOCKEY HEAD COACH CONTRACT**

This Amended and Restated Multiple-Year Hockey Head Coach Contract (this “Contract”) is executed by and between the Arizona Board of Regents (“Board”) for and on behalf of Arizona State University (“University”) and its Department of Sun Devil Athletics (“Department”), and Greg Powers (“Coach”).

RECITALS

A. The University and Coach entered into a Multiple-Year Hockey Head Coach Contract, dated as of May 7, 2015 (the “Original Contract”) pursuant to which the University employed Coach to build and sustain an intercollegiate hockey program (“Program”) of national stature.

B. The University and Coach entered into amendments to the Original Contract on July 1, 2017, December 1, 2018, July 1, 2019 and July 1, 2020 to extend the term of the Original Contract and to make certain other changes.

C. The parties desire to further extend the term of, and to make certain changes to, the Original Contract and have determined that it would be best to merge the terms of the Original Contract and all prior and current amendments thereto in this Contract.

D. The University intends to provide financial support to the Program in an amount sufficient to operate a first-class program that is competitive with other top-ranked programs, and Coach desires to and commits to run a first-class program that is competitive with other top-ranked programs.

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

1. Employment. The University hereby employs Coach as head coach for the Program for a term commencing upon execution by the parties and ending on the date set forth on Exhibit A hereto (the “Expiration Date”). Coach agrees to and hereby accepts employment as head coach for the Program and agrees to perform the duties of this position faithfully and diligently. Coach will be responsible to, and will serve at the pleasure of, the University’s Athletics Director (the “Director”) and will report directly to the Director or the Director’s designee and will confer with the Director or the Director’s designee on all administrative and technical matters. Coach will also be under the general supervision of the University’s President.

2. Duties.

a. Basic Duties.

- i. Supervision. Coach is responsible for supervising, planning, and coordinating the activities of the Program with integrity and in a manner that is consistent and in compliance with the constitution, bylaws, rules and regulations (collectively, and

as amended from time to time, the “Legislation”) of the National Collegiate Athletic Association (the “NCAA”) and the Program’s athletic conference (the “Conference”) as well as the policies and academic goals of the University.

- ii. Compliance Responsibilities. Coach understands that Coach is responsible: (A) for Coach’s own actions and the actions of all institutional staff members (as the term “institutional staff member” is interpreted by the NCAA) who report, directly or indirectly, to Coach; and (B) for promoting an atmosphere of compliance within the Program and monitoring the activities of all institutional staff members involved with the Program who report, directly or indirectly, to Coach.
- iii. Education and Communication. Coach will supervise and take appropriate steps to ensure that the Program’s assistant coaches and staff, any other employees for whom Coach is administratively responsible, and the Program student-athletes know, recognize and comply with all such Legislation and the applicable Board policies and University rules, regulations and policies (collectively, the “Rules”) as may be in effect from time to time.
- iv. Reporting and Cooperation. Coach will comply with the Department’s rules violation reporting policy (SDA 602: Rules Violation Reporting) as maintained by the Department’s Athletics Compliance Office, which among other things requires that Coach promptly report any potential violation of NCAA or Conference Legislation to the Department’s Athletics Compliance Office. Coach will cooperate fully with the Department’s Athletics Compliance Office at all times.
- v. Compliance with University Policies, Including Title IX and Related Matters. Coach will comply with all Board and University policies, as well as all laws related to sexual violence, sexual assault, dating/domestic violence, and related conduct, including Title IX of the Education Amendments Act of 1972. This includes University policies (1) prohibiting conflicts of interest or commitment (ACD 204-08: Conflicts of Interest and SPP 312: Employment Outside ASU); (2) prohibiting harassment, discrimination and retaliation (ACD 401: Prohibition Against Discrimination, Harassment and Retaliation); (3) forbidding sexual relations between a coach and a student-athlete or an SDA student assistant (SDA 406: Consensual Relationships); and (4) prescribing standards of appropriate workplace conduct (SPP 801: Employee Conduct and Work Rules). Coach is also responsible for participating in and assisting with creating and maintaining an environment at the University free from all forms of prohibited discrimination, including harassment and retaliation. Coach will comply with all required reporting obligations and non-retaliation provisions described in ACD 401 and SDA 406 and will cooperate fully with any investigation of allegations and violations of ACD 401 or SDA 406 or any other Board or University policy.
- vi. Coaching Duties. Coach will perform in good faith such coaching duties as are consistent with Coach’s position as head coach of the Program and are properly and reasonably assigned to Coach from time to time by the Director, including but not limited to:

1. Academics. Observe and uphold all academic standards, requirements and policies of the University, and encourage academic progress, in conjunction with faculty and the University, of Program student-athletes toward graduation;
2. Teaching. Teach the sport's mechanics and techniques to Program student-athletes;
3. Coaching. Coach Program student-athletes, analyze performance and instruct student-athletes in areas of deficiency;
4. Development. Develop the Program for sport competition and oversee daily practice of Program student-athletes;
5. Promotion. Promote the University, the Department and the Program, as reasonably requested by the marketing and/or the communications office and/or the Director;
6. Recruiting. Recruit talented student-athletes for the Program who Coach believes in good-faith will qualify under the Legislation;
7. Cooperation. Cooperate with academic services and student services for the benefit of Program student-athletes;
8. Administration. Maintain responsibility for administrative duties, including without limitation, reasonable budgetary duties pertaining to the Program and adhere to the annual budget approved for the Program;
9. Supervision. Supervise and monitor the Program's assistant coaches and staff and their Program-related activities, including without limitation, compliance with the Legislation and provide annual evaluations thereof;
10. NCAA/Conference Legislation. Know, recognize and comply with the Legislation (including, without limitation, the rules relating to sportsmanship and impermissible sports wagering activities) as well as the Rules and conduct the Program in accordance with the same;
11. Discipline. Promote an environment of self-discipline and accountability among Program student-athletes, coaches and staff that emphasizes each person's responsibility to represent the University positively and professionally in personal appearance, conduct and performance; and
12. Camp. Coach is permitted to conduct a camp(s) so long as the Coach complies with all applicable University policies and procedures and all NCAA and Conference Legislation.

b. Additional Duties.

- i. In addition to performing the basic duties of Coach under Section 2(a) and the other obligations of Coach set forth in this Contract, Coach will:
 1. University Media Activities. Participate in any media programs that are the subject of contracts between the University and any media stations or outlets consisting of radio and television shows, interviews, appearances, webcasts, programs and all other content in any form (whether now existing or hereafter developed) and regardless of how distributed in which Coach is appearing as the University Program head coach (“University Media Activities”);
 2. University Development Activities. Participate in development activities on behalf of the University and the Department (“University Development Activities”);
 3. University Public Relations Activities. Participate in public relations activities on behalf of the University and the Department (“University Public Relations Activities”); and
 4. University Promotion Activities. Engage in endorsement and promotional activities for: (A) athletic equipment, athletic clothing, athletic shoes and other athletic apparel (“Athletic Items”) that are from time to time the subject of marketing or promotional agreements of the University with manufacturers, retailers, wholesalers, vendors or others; and (B) sponsors of the University and the Department (“Sponsors”), including sponsors contracted or otherwise obtained by the holders or assignees (present and future) of the Department’s multi-media rights (collectively, “University Promotion Activities”).
- ii. The University Media Activities, the University Development Activities, the University Public Relations Activities and the University Promotion Activities in which Coach is obligated to participate will be reasonable and will include, without limitation, the following or reasonable variations of the following, to the extent requested by the University:
 1. Additional Media. Media activities as the University may arrange from time to time including those described in Section 2(b)(i)(1) as well as call-in shows and specials relating to post-season competitions and any other media activities arranged by the University or by the holders or assignees (present and future) of the Department’s multi-media rights;
 2. Additional Speaking. Speaking engagements, booster club and/or alumni association luncheon, dinner and other appearances, news conferences and personal radio, television and other media appearances on behalf of the University and the Program in addition to the items described in Section 2(b)(ii)(1) above;

3. Additional University Promotional Activities. Participation in University Promotion Activities, including without limitation, wearing and using, endorsing, making personal appearances on behalf of and otherwise promoting Athletic Items and Sponsors.
- iii. Use of Athletic Items; No Competing Athletic Items. Coach will wear and use Athletic Items at practices and competitions. Coach will not wear, use, endorse, make personal appearances on behalf of, or otherwise promote goods, services or products that are in competition with either Athletic Items covered by agreements of the University or the goods and/or services of Sponsors (collectively, “Competing Goods, Services or Products”).
- iv. Exclusive Control. Notwithstanding anything in this Contract to the contrary, the University will have exclusive control over the nature and extent of University Media Activities, University Development Activities, University Public Relations Activities and University Promotion Activities.
- v. Right to Contract. Notwithstanding anything in this Contract to the contrary, Coach grants to University the exclusive right to enter into arrangements and agreements with third parties, including Sponsors, for (A) personal services by Coach to radio and television stations and to other media outlets (whether now existing or hereafter developed) and (B) the endorsement or promotion of Athletic Items (including without limitation, wearing and using athletic equipment, athletic clothing, athletic shoes or other athletic apparel during practice or competition and during camps) and the goods and/or services of Sponsors. Coach will provide Coach’s personal services pursuant to such agreements and arrangements.
- vi. Use of Image and Publicity Rights. In connection with the matters described in this Section 2(b), Coach hereby agrees that during the period of Coach’s employment with the University, the University will have the right (and will be permitted to assign such right to others) to use, display and exhibit the Coach’s name, likeness (actual, simulated or otherwise), image, voice, personality and/or other publicity rights.

3. Applicable Board Policy.

- a. Multiple Year Appointments. Coach’s employment is subject to, without limitation, Board policy section 6-1001 entitled “Multiple Year Appointments of Head Coaches and of Intercollegiate Athletics Directors.”
- b. Change to Board Policy. Any change to such Board policy will automatically apply to this Contract, without the necessity of a written modification, regardless of notification to Coach and regardless of receipt by Coach of a copy. Without affecting the application to this Contract of changes, the University will give to Coach a copy of any such changes to Board policy. Coach consents in advance to such changes in Board policy and, therefore, acknowledges that no such change in Board policy will be a basis for a claim of breach of this Contract against the University under contract law or other applicable law.

- i. Impairment. Nothing in this Section 3 will preclude Coach from asserting in a court of competent jurisdiction that a change in Board policy constitutes an unconstitutional impairment of this Contract within the meaning of the Arizona Constitution, Article 2, Section 25, or the United States Constitution, Article I, Section 10. Coach will first give the University written notice and a reasonable opportunity to cure any such alleged impairment.
- ii. Termination. Notwithstanding anything in this Section 3 to the contrary, Coach may terminate this Contract on thirty (30) days advance written notice without any further obligation to the University if the following criteria are met:
 - 1. Criteria.
 - a. A change in Board policy materially diminishes the economic benefits to Coach of this Contract;
 - b. Coach has given the University written notice of such diminution;
 - c. Following such notice, Coach has given the University a reasonable opportunity to cure such diminution of economic benefits (including a reasonable amount of time required for Board approval of any changes to this Contract);
 - d. The University has not effected a cure reasonably acceptable to Coach;
and
 - e. Coach has waived in writing Coach's right to assert that such change in Board policy constitutes an unconstitutional impairment of this Contract within the meaning of the foregoing constitutional provisions.
 - 2. Effect of Termination. If the criteria set forth in Section 3(b)(ii)(1) above are met and Coach terminates this Contract, Coach will not be obligated to pay any amount to the University under Section 15 hereof, regardless of whether termination occurs on or before the Expiration Date.

4. Base and Additional Salary.

- a. Base Salary. Coach's per annum base salary ("Base Salary") will be as set forth on Exhibit A hereto. This Base Salary is in consideration of Coach performing the basic duties described in Section 2(a) and the other obligations of Coach set forth in this Contract (except the additional duties described in Section 2(b)).
- b. Additional Salary. In consideration of Coach performing the additional duties described in Section 2(b), Coach will receive the per annum additional salary ("Additional Salary") set forth on Exhibit A.
- c. Increases to Base Salary and Additional Salary. Coach's per annum Base Salary and Additional Salary will increase as set forth on Exhibit A.

- d. Payment of Base Salary and Additional Salary. Coach's per annum Base Salary and Additional Salary will be paid in bi-weekly installments in accordance with the payroll policies of the University.
- e. Contract Year. Irrespective of the date this Contract is executed and the termination date of this Contract, references in this Contract to a contract year ("Contract Year") or to amounts payable or events occurring "per annum" or "annually" or in a Contract Year refer to the twelve consecutive-month periods beginning July 1 and ending June 30 of the given Contract Year.

5. Supplemental Compensation.

- a. Academic Performance. The University will pay to Coach annually the largest applicable amount, if any, for academic performance milestones reached by Program student-athletes as set forth on Exhibit A.

- i. Definitions and Criteria. For purposes of this Section 5(a) and Exhibit A, the following terms have the following meanings and criteria.

- 1. Definition of GPA and Means of Calculation. For purposes of this Contract, "Grade Point Average" means, for a Contract Year, the grade point average as computed by the University for the fall and spring semesters of the University academic year immediately preceding the respective August 15 computation date for GPA Student-Athletes (defined below) attending the University during either or both of those semesters.

- a. GPA is calculated as follows:

- i. Step One: Compute the GPA for each person that is a GPA Student-Athlete for the fall semester and the GPA for each person that is a GPA Student-Athlete for the spring semester. In computing the GPAs for the fall semester, leave out deleted lower division courses that were repeated in the spring semester.
- ii. Step Two: Add all individual semester GPAs computed in Step One together.
- iii. Step Three: Add the number of GPA Student-Athletes for the fall semester to the number of GPA Student-Athletes for the spring semester.
- iv. Step Four: Divide the sum from Step Two by the sum from Step Three.

- b. GPA will be calculated as of August 15 of the Contract Year.

- 2. GPA Student-Athlete. "GPA Student-Athlete" means, for any semester, all persons that are Program student-athletes enrolled in the University during

the semester who are on the final NCAA squad list for that academic year and received athletic aid from the University during the academic year. Notwithstanding the foregoing, GPA Student-Athlete will not include:

- a. Post-eligibility student-athletes and medical non-counter student-athletes who have received their undergraduate degrees; and
- b. Undergraduate post-eligibility student-athletes and medical non-counter student-athletes unless such student-athletes are either (A) enrolled as full-time students during the semester, or (B) enrolled in all courses required for them to complete their undergraduate degrees.

3. Graduation Success Rate. “Graduation Success Rate” is defined as the current definition, as of the execution date of this Contract, adopted by the NCAA Committee on Academic Performance pursuant to NCAA Bylaw 14.02.8. In the event the definition or formula for determining the NCAA “Graduation Success Rate” for the Program is changed in the future, the parties agree to negotiate in good faith changes to the amounts identified on Exhibit A for Supplemental Compensation, if necessary, in order to reflect as similar a value as possible to the value as of the date of this Contract. The Graduation Success Rate will be the NCAA Graduation Success Rate reported as of August 15 of the Contract Year.

ii. Eligibility.

1. Coach is eligible for payments under this Section 5(a) from the University through the last full academic year under the Contract.
2. The amount under this Section 5(a) in each Contract Year will be earned by and payable to Coach only if Coach is employed as the Program head coach on the day of summer graduation in the respective Contract Year and will be paid to Coach on or about November 15 of the respective Contract Year, except that the amount under this Section 5(a) in respect to the last academic year under the Contract will be earned by and payable to Coach only if Coach is employed as the Program head coach on the Expiration Date.

- iii. Severability. If the payment of Supplemental Compensation based on a Graduation Success Rate shall for any reason be found invalid, illegal, unenforceable, or in conflict with any valid controlling law, rule or regulation: (a) such provision will be separated from this Contract; (b) such invalidity, illegality, unenforceability, or conflict will not affect any other provision hereof; and (c) this Contract will be interpreted and construed as if such provision, to the extent the same shall have been held invalid, illegal, unenforceable, or in conflict, had never been contained herein.

b. Other Supplemental Compensation.

- i. Criteria. Unless otherwise set forth on Exhibit A, the University will pay to Coach one payment for the highest achievement under each section set forth on Exhibit A. This other Supplemental Compensation does not affect Base Salary or Additional Salary.
 - ii. Supplemental Compensation under this Section 5(b) in each Contract Year will be earned by and payable to Coach only if Coach was present and performed as Program head coach at the event that is the basis for the University paying the amount.
 - iii. It is the intention of the parties that this Section 5(b) apply to the regular season and the NCAA Division I Tournament following that season.
 - iv. Any payment due under this Section 5(b) will be paid on or about ninety (90) days after the day of the event that is the basis for the University paying that amount, notwithstanding any expiration of this Contract.
- c. Retention Bonus. Coach will receive a retention bonus of \$100,000 if Coach remains employed at the University as the Program head coach through June 30, 2026. If the Contract is terminated for any reason other than by University under Section 14 of the Contract, University will have no obligation to pay Coach any portion of the retention bonus. If University terminates the Contract under Section 14, Coach will receive a portion of the retention bonus based on when termination occurs as follows:
- i. If University terminates the Contract under Section 14 before June 30, 2023, Coach will receive no portion of the retention bonus;
 - ii. If University terminates the Contract under Section 14 on or after June 30, 2023 but before June 30, 2024, Coach will receive \$25,000;
 - iii. If University terminates the Contract under Section 14 on or after June 30, 2024 but before June 30, 2025, Coach will receive \$50,000;
 - iv. If University terminates the Contract under Section 14 on or after June 30, 2025 but before June 30, 2026, Coach will receive \$75,000.

6. Outside Compensation.

- a. Annual Disclosure. Coach will submit to the Director, the President of the University and the Board annually a certification and report disclosing (to the extent disclosure is required by NCAA and Conference Legislation) all sources of athletically-related income and benefits on forms provided by the Department's Athletics Compliance Office.
- b. Personal Service Agreements. Coach will avoid any business, professional or personal activities or pursuits that would prevent Coach from devoting full time to performance of the duties as Program head coach set forth in this Contract; which would otherwise detract

in any manner from the duties outlined herein or that, in the opinion of the University, would reflect adversely upon the Program, the Department or the University; or which would violate Board or University policies regarding conflicts of interest and commitment. Notwithstanding the foregoing, Coach (or Coach's nominee) may enter into personal service agreements with others to provide personal services for Coach's exclusive compensation provided that:

- i. Such agreements are limited to speaking engagements;
 - ii. Such agreements are permitted by the Legislation of the Conference and NCAA, state law and the Rules;
 - iii. Such agreements are approved in advance by the President of the University or the designee of the President, which approval will not be unreasonably withheld; and
 - iv. Such services do not interfere with Coach's obligations under this Contract (including without limitation, Coach's additional duties under Section 2(b)).
- c. Compensation Belongs to Coach. Subject to Section 2(b) of this Contract, the University acknowledges that all fees and other compensation directly attributable to Coach's participation in any personal service agreements entered into by Coach (or Coach's nominee) will remain the property of Coach (or Coach's nominee). In this regard, all revenue from non-University-requested speeches by Coach, and all books written by Coach will be the sole property of Coach (or Coach's nominee) to the extent consistent with the Board's intellectual property policy. Coach will avoid any conflict between present and future University Media Activities, University Development Activities, University Public Relations Activities and University Promotion Activities.
- d. Limitations on Right to Contract. Notwithstanding anything in this Contract to the contrary, except for arrangements made by the University or by the holders or assignees (present and future) of the Department's multi-media rights and except as set forth in Section 6(b) above, Coach will not provide Coach's personal services to any third party. In particular, Coach will not have in effect any relationships with manufacturers, retailers, wholesalers, vendors or other third parties. Coach may not enter into any personal service agreement that violates this Section 6 or the University's rights under Section 2(b) above. Coach may not use the University's name or any University logo or mark for personal gain.
- e. Exceptions. Notwithstanding anything to the contrary set forth in this Section 6, any personal services agreements between Coach and a third party in effect prior to the date of this Contract will remain in effect if approved by the Director.

7. Employee-Related Benefits and Fringe Benefits.

- a. Benefits.
 - i. Coach will receive annually all employee-related benefits that are normally available to other University Staff employees.

- ii. Coach will receive annually (except as otherwise noted) the fringe benefits set forth in Exhibit B hereto, which may be modified annually with the agreement of Coach.
 - b. Benefits Subject to Change. The employee-related benefits and the fringe benefits provided by the University are subject to change from time to time by the Arizona Legislature, the Board or the University.
 - i. Termination. If changes in employee-related benefits or fringe benefits that are required by the Arizona Legislature, the Board or the University materially impair the economic benefit to Coach of this Contract, then Coach may terminate this Contract on thirty (30) days advance written notice subject to the following:
 - 1. Requirements.
 - a. Coach must give the University written notice of the impairment;
 - b. Coach must give the University a reasonable opportunity to cure such impairment (including a reasonable amount of time required for Board approval of any changes to this Contract); and
 - c. University must have failed to effect a cure reasonably acceptable to Coach.
 - 2. Effect of Termination. If Coach terminates this Contract pursuant to the requirements of this Section 7(b), then Coach will not be obligated to pay any amount to the University under Section 15 regardless of whether termination occurs on or before the Expiration Date.
8. **Camps.** Coach will have the right to conduct camps, provided that Coach must enter into a separate agreement with University (on University's standard forms) if Coach uses the University's facilities and/or trademarks prior to such use. Coach will own all rights to the camps and revenues associated with the camps and will be solely responsible for payment of all camp expenses.
9. **Assistant Coaches and Other Staff.** Subject to the allotted salary budget for the Program, Coach will be authorized to hire the maximum number of assistant coaches as permitted by the NCAA Legislation and such other personnel as may be agreed to in writing by the Director. Subject to the allotted salary budget for the Program, Coach is authorized to take all personnel actions, including without limitation, termination of employment, with respect to any assistant coach, as may be approved in writing by the Director, which approval will not be unreasonably withheld.
10. **NCAA and Conference Legislation.**
- a. Application of NCAA and Conference Legislation. It is expressly understood and agreed by the parties that this Contract is subject to the Legislation promulgated and adopted by the NCAA and the Conference.

- i. Such Legislation, to the extent applicable, is incorporated herein by reference and to the extent inconsistent herewith will prevail over the terms of this Contract.
 - ii. Modifications, changes, additions or deletions to such Legislation will automatically apply to this Contract without the necessity of a written modification of this Contract, regardless of notification to Coach, and regardless of receipt by Coach of a copy. Without affecting the application to this Contract of modifications, changes, additions or deletions, the University will give to Coach a copy of any such changes.
 - iii. If such modifications, changes, additions or deletions in NCAA or Conference Legislation will impair or reduce the University-provided economic benefits of Coach's employment, the University will substitute other reasonably equivalent and appropriate benefits permissible under the Legislation reasonably acceptable to Coach that will preserve for Coach the overall value and quality of this Contract.
- b. Representation Concerning NCAA and Conference Legislation. Coach represents and warrants to the University that (1) Coach has not been sanctioned for a Level I or II violation of Legislation of the NCAA, (2) Coach has not been sanctioned for any violation of Legislation of the Conference or any other conference with which Coach has been affiliated, and (3) Coach is not currently subject to an NCAA head coach restriction or show-cause order.
- c. Cooperation with NCAA Infractions Process. Pursuant to NCAA Bylaws 11.2.1 and 19.2.3, Coach acknowledges that Coach has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case. "Full cooperation" (as defined in Bylaw 19.2.3) includes, but is not limited to:
 - i. Affirmatively reporting instances of noncompliance to the NCAA (through the Sun Devil Athletics Compliance Office as set forth in SDA 602: Rules Violation Reporting) in a timely manner and assisting in developing full information to determine whether a possible violation has occurred and the details thereof;
 - ii. Timely participation in interviews and providing complete and truthful responses;
 - iii. Making a full and complete disclosure of relevant information, including timely production of materials or information requested, and in the format requested;
 - iv. Disclosing and providing access to all electronic devices used in any way for business purposes;
 - v. Providing access to all social media, messaging and other applications that are or may be relevant to the investigation;
 - vi. Preserving the integrity of an investigation and abiding by all applicable confidentiality rules and instructions; and
 - vii. Instructing legal counsel and/or other representatives to also cooperate fully.

d. Suspension or Other Disciplinary Action.

- i. Discipline by the University. Any material violation by Coach of NCAA or Conference Legislation or the Rules as determined by the University will subject Coach to disciplinary action, which may include but will not be limited to, placing Coach on probation, suspension with or without pay, assessment by the University of financial penalties against Coach or termination pursuant to Section 13 hereof. Prior to a suspension without pay that is initiated by the University, the University will conduct a hearing in the manner described in Section 13(f) of this Contract. Coach will not be entitled to a hearing prior to a suspension without pay that is initiated by the NCAA.
 - ii. Discipline by the NCAA. Pursuant to NCAA Bylaw 11.2.1, Coach acknowledges that in addition to the actions the University may take in accordance with this Contract, Coach is subject to disciplinary or corrective action by the NCAA as set forth in the provisions of the NCAA infractions process (including suspension without pay or termination of employment for significant or repetitive violations) if Coach is found to be in (or to have been in) violation of NCAA Legislation.
- e. Forfeiture of Bonuses for Violations of NCAA or Conference Legislation. Coach will forfeit and repay to the University any Supplemental Compensation or performance bonus paid to Coach when the achievements that were the basis for such Supplemental Compensation or performance bonus are vacated, diminished or in any way affected by any sanctions, whether self-imposed by the University or imposed by the Conference or the NCAA, resulting from:
- i. violations of NCAA or Conference Legislation by Coach, and/or
 - ii. violations of NCAA or Conference Legislation relating to the Program by an assistant coach, other Program personnel or a Program student-athlete, and either (A) the violation occurs or continues to occur after Coach knew or should have known that it was about to occur or was occurring, or (B) Coach failed to establish and maintain reasonable policies and procedures for the Program to prevent violations of NCAA or Conference Legislation.

Coach must forfeit and repay the Supplemental Compensation or performance bonus, as applicable, within 30 days of the vacation or diminishment of the relevant achievement(s) and/or the imposition of the sanctions described in this Section 10(e). This Section 10(e) will apply regardless of whether (A) such violations of NCAA or Conference Legislation result in termination of this Contract or (B) Coach is still employed by the University. This Section 10 will survive the expiration or termination of this Contract.

11. University Records and Intellectual Property.

- a. University Records. Personnel records, recruiting records, team information, films, statistics and any other material and data furnished to Coach by the University or developed by Coach under the University's direction or control or with the University's resources will

remain the property of the University. In the event of Coach's termination as provided herein, Coach will immediately cause any such materials to be delivered to the University.

- b. Intellectual Property. Any intellectual property developed by Coach in performing or otherwise relating to Coach's duties under this Contract will be subject to the Board intellectual property policy as in effect from time to time and any intellectual property policy of the University as in effect from time to time.

12. Payments by University Subject to Taxes; Payments after Death of Coach. The University and Coach acknowledge and agree that federal and state taxes, including, without limitation, withholding taxes, will be withheld from all amounts paid to Coach under this Contract in accordance with applicable law. All payments earned by Coach under this Contract and payable after the date of Coach's death will be paid to Coach's estate.

13. Termination by University for Cause. This Contract may be terminated by the President of the University or the President's designee for "cause."

- a. Definition. For purposes of this Contract, "cause" includes any of the following:

- i. Dishonesty. Demonstrated dishonesty of Coach;
- ii. Neglect. Material neglect by Coach of properly and reasonably assigned duties consistent with the position of Program head coach, including without limitation, supervision of assistant coaches and all other Program team personnel;
- iii. Improper Personal Conduct. Personal conduct that materially impairs Coach's fulfillment of assigned duties and responsibilities;
- iv. Violations of Code of Conduct. Material violation by Coach of the Code of Conduct or other Rules governing athletics or Department employees;
- v. Conflicts. Material violation by Coach of conflict of interest laws and policies applicable to University employees;
- vi. NCAA/Conference Legislation Violations by Coach. Significant or repetitive violation of NCAA or Conference Legislation (including without limitation, the rules relating to sportsmanship and impermissible sports wagering activities) by Coach;
- vii. NCAA/Conference Legislation Violations by Others. Significant or repetitive violation of NCAA or Conference Legislation (including without limitation, the rules relating to sportsmanship and impermissible sports wagering activities) relating to the Program by an assistant coach, other Program personnel or a Program student-athlete, and either (i) the violation occurs or continues to occur after Coach knew or should have known that it was about to occur or was occurring, or (ii) the Coach failed to establish and maintain reasonable policies and procedures for the Program to prevent violations of NCAA or Conference Legislation;

- viii. Failure to Report Rules Violations. Material or repetitive failure by Coach to comply with the Department's rules violation reporting policy (SDA 602: Rules Violation Reporting) or otherwise cooperate with the Department's Athletics Compliance Office;
 - ix. Failure to Comply with ACD 401 or SDA 406, including Failure to Report and engaging in Retaliation. Failure by Coach to comply with ACD 401 and SDA 406, including failing to report as required, or to otherwise cooperate with any University investigation of allegations of violations of ACD 401 or SDA 406; retaliation against any individual who makes a report under ACD 401 or SDA 406 or who participates in a University investigation of allegations of violations of ACD 401 or SDA 406;
 - x. Postseason Ineligibility. The Program is ineligible to participate in postseason competition as a result of failure to achieve minimum academic standards established by NCAA or Conference Legislation and Coach has repeatedly exhibited a grossly negligent failure to create and support an atmosphere of academic success and accountability;
 - xi. Convictions. Conviction of Coach of a criminal act that constitutes either a felony, a misdemeanor involving moral turpitude or any other criminal act which demonstrates that Coach is not fit to serve in the position of Program head coach;
 - xii. Conduct Affecting University. Participating in any conduct, committing any act, or becoming involved in any situation, occurrence or activity that brings Coach into public disrepute, contempt, scandal or ridicule or that reflects unfavorably on the reputation or the high moral or ethical standards of the University; or
 - xiii. Breach. A material breach by Coach of any provision of this Contract or any representation made herein by Coach.
- b. Suspension. In the event of allegations, which if true, could lead to Coach's termination for cause, the President of the University or the Director may suspend Coach with pay and preclude Coach from all University-owned or operated facilities pending the outcome of the investigation. Additionally, if the President of the University or the Director determines that grounds exist for the termination of this Contract for cause and that the continued presence of Coach on the University campus will substantially interfere with the orderly functioning of the University, or a division thereof, the Director may suspend the Coach with pay and preclude Coach from all University-owned or operated facilities until the conclusion of the hearing provided for in this Section 13. Coach shall not be entitled to Supplemental Compensation pursuant to Section 5(a) or 5(b) of this Agreement if Coach is suspended with pay pursuant to this Section 13 during the time period that the criteria for Supplemental Compensation are met.
- c. University Obligations to Coach. In the event of termination pursuant to this Section 13, the University's sole obligation to Coach will be payment of Coach's Base Salary and

Additional Salary provided under Section 4 (and where applicable, Supplemental Compensation provided for in Section 5) earned through the date of such termination.

- d. Coach's Obligations to University. In the event of termination for cause pursuant to Section 13(a)(vi) or (vii), any Supplemental Compensation or performance bonus paid subsequent to the date of the infraction of NCAA or Conference Legislation under this Contract or any prior contract between Coach and the University will be refunded by Coach to the University.
- e. Fringe Benefits Will Terminate. If this Contract is terminated pursuant to any part of this Section 13, all fringe benefits furnished by the University will terminate on the date of termination of this Contract and the University will not be liable to Coach for any collateral business opportunities, personal service agreements or other benefits associated with Coach's position as Program head coach, but University will not interfere with Coach's efforts to terminate such arrangements and benefits in a manner that minimizes any cost to Coach.
- f. Notice and Hearing. Prior to the effective date of a termination for cause, the University will conduct a pre-termination hearing within ten (10) days after receipt by Coach of a written notice of termination hearing. Coach may waive Coach's right to a pre-termination hearing by submitting a waiver of such hearing in writing to the President. Any such waiver will not constitute a waiver of Coach's right to request a post-termination hearing under Section 13(f)(vi).
 - i. Statement of Reasons. The notice will include a statement of the reasons for the termination hearing.
 - ii. Hearing. Except as provided in this Section 13(f), the University's Chief Human Resources Officer will conduct the hearing as the hearing officer.
 - iii. University Designee. The designated hearing officer or other designee will conduct the hearing with the President (or the President's designee) and the Coach. The pre-termination hearing will be held before the recommended termination date. The President (or the President's designee) and the Coach will present their facts and documentation to the hearing officer. The hearing officer will then make a recommendation to the President (or the President's designee) based on the facts and documentation presented by both parties.
 - iv. Coach Counsel. The Coach may have counsel present as an advisor, but counsel for the Coach may not actively participate in the hearing.
 - v. Written Notice by University. If the determination of the pre-termination hearing is that cause for termination exists and if the University elects to terminate this Contract for cause, the University will give written notice of termination to Coach including a statement of the reasons for termination.
 - vi. Coach Request for Hearing. Within fifteen (15) days after receipt of the notice of termination, the Coach may submit to the President a written request for a post-

termination hearing, which will be conducted by the American Arbitration Association (AAA) in accordance with its Employment Arbitration Rules. A request for arbitration will not change the effective date of termination unless the arbitrator or a court of competent jurisdiction subsequently determines that there was not cause for termination. In that event, the termination of Coach by the University will be deemed to be a termination by the University without cause and the liquidated damages provision in Section 14 will apply.

- g. Termination for Cause Due to NCAA Violations. In the event of termination for cause pursuant to Section 13(a)(vi) or (vii), Coach will pay to the University damages, and not as a penalty, in an amount not to exceed One Hundred Thousand Dollars (\$100,000), provided that such damages are sustained by the University as a direct result of a significant or repetitive violation of NCAA or Conference Legislation, which violation occurred during the period of Coach's employment at the University. Any claim by the University, if disputed by Coach, that such damages have been sustained will be resolved by arbitration in accordance with the Employment Arbitration Rules of the American Arbitration Association. Any amount payable by Coach under this Section 13(g) will be paid within sixty (60) days after written notice from the University or, if there is an arbitration, within sixty (60) days after the final determination by the arbitrator.

14. Termination by University without Cause; Liquidated Damages. This Contract may be terminated by the President of the University or the President's designee at any time without cause upon written notice to Coach.

- a. Liquidated Damages. In such event, the University will pay Coach liquidated damages, in lieu of any and all other legal remedies or equitable relief. The liquidated damages will be paid by payment of the Computed Amount (defined below) as follows:
 - i. Forty percent (40%) of the Computed Amount in a lump sum payable on the next regularly scheduled payday, unless that date falls within three (3) days of the termination date, in which event the lump sum shall be payable on the second next regularly scheduled pay day;
 - ii. Sixty percent (60%) of the Computed Amount in equal monthly payments after the termination date until the then Expiration Date of this Contract.
 - iii. The payments by the University under this Section 14 will be subject to such withholdings as may be required by applicable state and federal laws as determined by the University. Coach understands that the lump sum present value of the Computed Amount (calculated as required by the Treasury Regulations issued under Section 457(f) of the Internal Revenue Code of 1986, as amended) will be subject to federal and state income tax withholding and employment taxes (Social Security and Medicare taxes) on the date of termination, even though sixty percent (60%) of the Computed Amount is paid to Coach in installments. As a result of such immediate taxation on the lump sum present value of the Computed Amount, Coach acknowledges that all or a substantial portion of the initial forty percent

(40%) payment will be withheld to pay federal and state income tax withholding and employment taxes on the lump sum value of the Computed Amount.

- iv. “Computed Amount” means an amount equal to fifty percent (50%) of Base Salary and Additional Salary due to Coach under the remaining term of this Contract (with nothing additional for the value of fringe benefits under Section 7). In calculating the Computed Amount, it will be assumed that Coach’s per annum Base Salary and per annum Additional Salary on the date of notice of termination would remain in effect for the remaining term of this Contract.
- b. Bargained for Consideration. The parties have bargained for this liquidated damages provision, giving consideration to the following:
- i. This is a contract for personal services.
 - ii. The parties recognize that a termination of this Contract by the University prior to its stated Expiration Date would cause Coach to lose Coach’s salary, Supplemental Compensation, fringe benefits, certain other University-provided benefits and possibly other income and benefits provided by third parties, which damages are difficult to determine with certainty.
 - iii. The parties further recognize that Coach, in the absence of this provision, generally would have had a duty to obtain other employment in mitigation of any damages sustained by virtue of termination of this Contract.
- c. Fringe Benefits. All fringe benefits furnished by the University will terminate on the date of termination of this Contract.
- d. Supplemental Compensation. In addition to the payment of liquidated damages, in the event of a termination under this Section 14, the University will be obligated to pay to Coach Supplemental Compensation provided for in Section 5 earned to the date of such termination.
- e. No Liability for Collateral Business Opportunities. In the event of termination under this Section 14, the University will not be liable to Coach for any collateral business opportunities, personal service agreements, or other benefits associated with Coach’s position as Program head coach. The University will not interfere with Coach’s efforts to terminate such collateral business arrangements and benefits in a manner that minimizes any cost to Coach.
- f. Resignation in Lieu of Termination. For purposes of this Section 14, at any time when no grounds exist for termination for “cause” under Section 13, the phrase, “termination without cause,” will include a nominal resignation by Coach made under circumstances when the Coach has been explicitly notified by the Director or the President of the University that Coach would be terminated without cause if Coach did not resign. Such a nominal resignation will not be considered to be termination by the Coach under Section 15 but will be considered termination by the University without cause and will be subject to this Section 14.

15. Termination by Coach. Coach may terminate this Contract for any reason upon written notice to the University.

- a. Termination; Employment in Other Coaching Position. If such termination (other than by reason of death, disability or incapacity) occurs and if prior to the first anniversary of the date of termination under this Section 15, Coach is employed in another intercollegiate coaching position or a professional coaching position (only to the extent such employment commences prior to the Expiration Date), the University will collect from Coach an amount of liquidated damages depending on when such termination occurs as set forth on Exhibit A. Coach will pay such amount to the University or may arrange for Coach's hiring institution to pay the liquidated damages. This amount will be in lieu of any and all other legal remedies and equitable relief available to University, except that the University will have the rights and remedies provided in Section 17. This Section 15 will survive the expiration or earlier termination of this Contract.
- b. Death or Incapacity. Coach will be deemed to have terminated this Contract in the event Coach dies or becomes disabled or incapacitated and, if disabled or incapacitated, is continuously unable to perform any or all of Coach's obligations under Section 2 for a period of at least six (6) months.
- c. Timing of Payment. Any payment due under this Section 15 will be made within thirty (30) days of the effective date of Coach being employed in another intercollegiate coaching position or a professional coaching position. The parties acknowledge that the University will incur administrative, recruiting and resettlement costs in obtaining a replacement coach in addition to potentially increased compensation costs and loss of ticket revenues, which damages are difficult to determine with certainty and accordingly agree to this liquidated damages provision.
- d. Setting Salary for Purpose of Calculating Damages. In calculating the amount of liquidated damages under this Section 15, it will be assumed that Coach's per annum Base Salary and per annum Additional Salary on the date of termination would remain in effect for the remaining term of this Contract.
- e. University Obligations to Coach. In the event of termination by Coach under this Section 15, the University will be obligated to pay to Coach Coach's Base Salary and Additional Salary provided under Section 4 (and, where applicable, Supplemental Compensation provided for in Section 5) earned through the date of such termination.
- f. Fringe Benefits. All fringe benefits furnished by the University will terminate on the date of termination of this Contract.

16. Right to Assert Claim. Nothing in this Contract will preclude Coach from asserting in a court of competent jurisdiction a claim for actual damages in the event that the University breaches a material provision of this Contract, provided however, that Coach will first give the University written notice and a reasonable opportunity to cure such breach.

17. Covenant Not to Compete. In the event of a termination of this Contract under Section 15, Coach agrees that Coach will not, without first obtaining the consent of the President of the

University, obtain employment as a head coach with any Conference school or any school that is a member of the hockey conference of which University is a member for the time period remaining under this Contract. The parties agree that money damages would be inadequate to remedy a breach of this covenant. Therefore, the University will have the right to obtain from any court such equitable, injunctive or other relief as may be appropriate, including without limitation, enjoining Coach from violating this Section 17. This Section 17 will survive the expiration or earlier termination of this Contract.

18. Availability of Funds; Conflict of Interest. This Contract is subject to the provisions of Arizona Revised Statutes (“A.R.S.”) Section 35-154 and Section 38-511.

19. Notices. Any notice permitted or required under this Contract will be delivered to the following or their successors in the indicated positions and will be effective upon delivery of the notice and the copies:

For Coach:

Greg Powers
c/o Arizona State University
Sun Devil Athletics
P.O. Box 872505
Tempe, AZ 85287-2505

For University:

Arizona State University
Sun Devil Athletics
P.O. Box 872505
Tempe, AZ 85287-2505
Attention: Director of Sun Devil Athletics

With copy to:

Office of General Counsel
Arizona State University
P.O. Box 877405
Tempe, AZ 85287-7405
Attention: General Counsel

20. Interpretations and Applicable Law. This Contract is made under and will be interpreted according to the laws of the State of Arizona, without giving effect to conflicts of law principles. If any provision of this Contract or the application thereof is held invalid or unenforceable, the remaining provisions and their application will not be affected thereby and will continue to be fully effective and enforceable. Any action filed by the parties relating in any way to this Contract will be filed in the Maricopa County, Arizona, Superior Court.

21. Merger. This Contract constitutes the full and complete agreement of the parties hereto with respect to the specific matters described herein. No prior or subsequent written or oral understanding, letter of intent, term sheet or representations pertaining to the subject matter of this Contract will be binding upon the parties hereto unless contained herein or set forth in the form of a written amendment to this Contract executed by the parties and, if University determines it to be required or appropriate, approved by the Board prior to becoming effective.

22. Attorneys’ Fees. In the event of any litigation or formal dispute resolution relating to this Contract, the losing party will reimburse the prevailing party for litigation and dispute resolution costs and expenses and reasonable attorneys’ and paralegals’ fees.

- 23. Binding Contract.** This Contract will be binding upon the successors and assigns of the University and Coach. However, neither Coach nor University may assign this Contract or any of its rights hereunder or delegate any performance under this Contract without the prior written consent of the other.
- 24. Nondiscrimination.** The parties will comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration and nondiscrimination, including without limitation, the Americans with Disabilities Act.
- 25. Arbitration in Superior Court.** As required by A.R.S. § 12-1518, the parties agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to A.R.S. § 12-133.
- 26. Records.** To the extent required by A.R.S. § 35-214, Coach will retain all records relating to this Contract. Coach will make those records available at all reasonable times for inspection and audit by the University or the Auditor General of the State of Arizona during the term of this Contract and for a period of five years after the completion of this Contract. The records will be provided at Arizona State University, Tempe, Arizona, or another location designated by the University on reasonable notice to Coach.
- 27. Counterparts.** This Contract may be executed in counterparts, each of which will constitute an original and all of which together will constitute one and the same agreement. The parties may evidence execution of this Contract by means of photocopy, facsimile, or other electronic means, copies of which will have the same effect for all purposes as an ink-signed original.

[Signatures on next page.]

DATED effective as of July 1, 2022.

COACH

By: 
Gregory Powers (Jun 7, 2022 18:28 PDT)

Greg Powers

**ARIZONA BOARD OF REGENTS
for and on behalf of
ARIZONA STATE UNIVERSITY**

By: 
DocuSigned by:
Michael M. Crow
E98C26C126DD4C8...

Michael M. Crow, President

APPROVED

By: 
Raymond E. Anderson (Jun 10, 2022 09:53 PDT)

Raymond Anderson, Vice President for
University Athletics

EXHIBIT A

BASIC TERMS

<u>Contract Section</u>	<u>Contract Provision</u>	<u>Terms</u>
1	Expiration Date	June 30, 2027
4(a)	Base Salary	\$344,000
4(b)	Additional Salary	\$1,000
4(c)	Increases to Base Salary and Additional Salary	Effective July 1, 2023 and on each July 1 thereafter, Coach's per annum Base Salary and Additional Salary will increase by the largest applicable amount for performance milestones achieved in the immediately preceding Contract Year: <u>Performance Criteria / Salary Increase</u> NCAA Division I National Champion = 10% NCAA Frozen Four Appearance = 8% NCAA Tournament Appearance = 6% If no milestone is achieved, the Director may increase Coach's per annum Base Salary and Additional Salary, at the discretion of the Director, in an amount not to exceed the percentage increase available annually to University Staff employees.
5(a)	Supplemental Compensation	To the extent permitted by law, the University will pay to Coach on an annual basis the largest applicable amount, if any, for academic performance achievements by student-athlete Program members. Coach will receive one payment for the highest achievement: Grade Point Average 2.80 = \$2,500 Grade Point Average 2.90 = \$7,500 Grade Point Average 3.00 = \$10,000

<u>Contract Section</u>	<u>Contract Provision</u>	<u>Terms</u>
		Graduation Success Rate 80% = \$2,500 Graduation Success Rate 85% = \$7,500 Graduation Success Rate 90% = \$10,000
5(b)	Other Supplemental Compensation	There will be only one payment for the highest achievement under each section except as otherwise noted. <u>Conference Performance (beginning in the first year of conference affiliation):</u> Conference Champion = \$20,000 <u>Post-Season Performance (prior to the first year of conference affiliation) (there will be one payment for the highest achievement):</u> NCAA Division I National Champion = \$50,000 NCAA Frozen Four Appearance = \$40,000 NCAA Tournament Appearance = \$30,000 <u>Post-Season Performance (beginning in the first year of conference affiliation) (there will be one payment for the highest achievement):</u> NCAA Division I National Champion = \$30,000 NCAA Frozen Four Appearance = \$20,000 NCAA Tournament Appearance = \$10,000 <u>Coach of the Year Awards (prior to the first year of conference affiliation)</u> National Coach of the Year = \$40,000 <u>Coach of the Year Awards (beginning in the first year of conference affiliation) (Coach may receive up to \$40,000 if Coach receives both Conference Coach of the Year AND National Coach of the Year):</u> Conference Coach of the Year = \$15,000 National Coach of the Year = \$25,000

<u>Contract Section</u>	<u>Contract Provision</u>	<u>Terms</u>
15(a)	Termination by Coach/Liquidated Damages	\$250,000

EXHIBIT B

ADDITIONAL FRINGE BENEFITS PROVIDED BY UNIVERSITY TO COACH

1. Complimentary football season tickets for use by Coach and Coach's immediate family and at least a minimum of two additional tickets. Location of the seats for such tickets will be the best reasonably available.
2. Complimentary men's basketball season tickets for use by Coach and Coach's immediate family and at least a minimum of two additional tickets. Location of the seats for such tickets will be the best reasonably available.
3. Complimentary women's basketball season tickets for use by Coach and Coach's immediate family and at least a minimum of two additional tickets. Location of the seats for such tickets will be the best reasonably available.
4. Complimentary men's baseball season tickets for use by Coach and Coach's immediate family and at least a minimum of two additional tickets. Location of the seats for such tickets will be the best reasonably available.
5. Golf privileges for Coach's personal use at the Arizona State University golf course or Team Shop Allowance not to exceed \$5,000 per annum at faculty/staff rates and charges.
6. Subject to University policies and procedures, the use of one late model vehicle or stipend as determined by the University.

**AMENDMENT ONE
TO
AMENDED AND RESTATED
MULTIPLE-YEAR HOCKEY HEAD COACH CONTRACT**

This Amendment One to Amended and Restated Multiple-Year Hockey Head Coach Contract (this “Amendment”) is executed by and between the Arizona Board of Regents (“Board”) for and on behalf of Arizona State University (“University”) and its Department of Sun Devil Athletics (“Department”), and Greg Powers (“Coach”).

RECITALS

- A. University and Coach entered into an Amended and Restated Multiple-Year Hockey Head Coach Contract, dated as of July 1, 2022 (the “Contract”).
- B. University and Coach desire to amend certain provisions of the Contract.
- C. Capitalized terms used herein without definition will have the meanings ascribed to them in the Contract.

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

- 1. Amendment of Exhibit A. Exhibit A of the Contract is hereby amended and restated in its entirety and shall read as set forth on Attachment 1 hereto.
- 2. Amendment of Exhibit B. Exhibit B of the Contract is hereby amended and restated in its entirety and shall read as set forth on Attachment 2 hereto.
- 3. Definition of Contract Year. Section 4(e) of the Contract is hereby amended and restated in its entirety and shall read as follows:
 - “e. Irrespective of the date this Contract is executed and the termination date of this Contract, references in this Contract to a contract year (“Contract Year”) or to amounts payable or events occurring “per annum” or “annually” or in a Contract Year refer to the twelve consecutive-month periods beginning May 1 and ending April 30 of the given Contract Year.”
- 4. Retention Bonuses. Section 5(c) of the Contract is hereby amended and restated in its entirety and shall read as follows:
 - “c. Retention Bonuses.
 - i. Coach will receive a retention bonus of \$100,000 if Coach remains employed at the University as the Program head coach through June 30, 2026. If the Contract is terminated for any reason other than by University under Section 14 of the Contract, University will have no obligation to pay Coach any portion of the retention bonus. If

University terminates the Contract under Section 14, Coach will receive a portion of the retention bonus based on when termination occurs as follows:

1. If University terminates the Contract under Section 14 before June 30, 2023, Coach will receive no portion of the retention bonus;
 2. If University terminates the Contract under Section 14 on or after June 30, 2023 but before June 30, 2024, Coach will receive \$25,000;
 3. If University terminates the Contract under Section 14 on or after June 30, 2024 but before June 30, 2025, Coach will receive \$50,000;
 4. If University terminates the Contract under Section 14 on or after June 30, 2025 but before June 30, 2026, Coach will receive \$75,000.
- ii. Coach will receive retention bonuses of up to \$200,000 if Coach remains employed at the University as the Program head coach through April 30, 2029. The retention bonuses will be paid as follows:
1. \$50,000 if Coach is employed as the Program head coach at the completion of the 2025-26 hockey playing season, including postseason ("Season");
 2. \$50,000 if Coach is employed as the Program head coach at the completion of the 2026-27 Season;
 3. \$50,000 if Coach is employed as the Program head coach at the completion of the 2027-28 Season;
 4. \$50,000 if Coach is employed as the Program head coach at the completion of the 2028-29 Season.

Each of the retention bonuses described above will be paid within 30 days of the completion of each Season. If, in any Contract Year, University terminates the Contract under Section 14 on or after March 1 and before the end of the Season, Coach will receive the retention bonus Coach would have otherwise received had Coach remained through the end of the Season."

5. Termination by University Without Cause; Liquidated Damages. Section 14(a)(iv) of the Contract is hereby amended and restated in its entirety and shall read as follows:

"iv. 'Computed Amount' means an amount equal to one hundred percent (100%) of Base Salary and Additional Salary due to Coach under the remaining term of this Contract (with nothing additional for the value of fringe benefits under Section 7). In calculating the Computed Amount, it will be assumed that Coach's per annum Base Salary and per annum Additional Salary on the date of notice of termination would remain in effect for the remaining term of this Contract."

6. Duty to Mitigate. Section 14(b)(iii) of the Contract is hereby deleted.

7. Mitigation of Damages. Section 14 of the Contract is hereby amended to add a new Section 14(g) which shall read as follows:

“g. Mitigation of Damages. Notwithstanding the foregoing, the amount of liquidated damages payable by the University under this Section 14 will be reduced up to a maximum of fifty percent (50%) if Coach, in Coach’s sole discretion, accepts a new collegiate head coaching position at a university in the National Collegiate Hockey Conference or the Big 10 Conference. Such reduction of the Computed Amount will commence in the year Coach accepts the new position and will continue through the stated Expiration Date of this Contract. This Section 14 will survive the expiration or earlier termination of this Contract.”

8. Effect of Amendment. Except as modified by this Amendment, and only to the extent so modified, all other terms and conditions of the Contract shall remain unmodified and in full force and effect.

9. Conflict or Inconsistency. In the event there is any conflict or inconsistency between the terms and conditions of this Amendment and the terms and conditions of the Contract, the terms and conditions of this Amendment shall govern and control the rights and the obligations of the parties.

10. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

[Signatures on next page.]

DATED effective as of May 1, 2025.

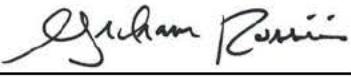
COACH

By: 
Greg Powers (Oct 23, 2025 11:06:13 PDT)
Greg Powers

**ARIZONA BOARD OF REGENTS
for and on behalf of
ARIZONA STATE UNIVERSITY**

By: 
Michael M. Crow, President

APPROVED

By: 
Graham Rossini, Athletics Director

ATTACHMENT 1

AMENDED EXHIBIT A

BASIC TERMS

<u>Contract Section</u>	<u>Contract Provision</u>	<u>Terms</u>
1	Expiration Date	April 30, 2030 Provided that, if grounds do not exist for termination for cause under Section 13 of this Contract, upon the achievement of a 20-win Season, University will, acting through its then-Athletics Director, within 30 days of completion of the Season, meet with the Coach to discuss the framework for (a) an extension of the Contract from one to a maximum of five (5) additional Contract Years; and (b) an increase in Coach's Base and Additional Salary. Coach acknowledges and agrees that University's sole obligation is to discuss the above in good faith and that the granting or denial of such request is in the sole discretion of the then-University President upon consultation with the then-Athletics Director, and subject to Board policy.
4(a)	Base Salary	\$250,000
4(b)	Additional Salary	\$200,000
4(c)	Increases to Base Salary and Additional Salary	Effective May 1, 2026, and on each May 1 thereafter, Coach's per annum Base Salary and Additional Salary will increase (a) first, by the largest applicable percentage increment listed in the performance criteria set forth below achieved in the immediately preceding Contract Year and (b) second, by an additional fixed amount as set forth in the below schedule: <u>Performance Criteria / Salary Increase</u> NCAA Division I National Champion = 15% NCAA Frozen Four Appearance = 10%

<u>Contract Section</u>	<u>Contract Provision</u>	<u>Terms</u>
		<u>Fixed Amount Salary Increases By Year</u> May 1, 2026 – \$50,000 May 1, 2027 – \$25,000 May 1, 2028 – \$25,000 May 1, 2029 – \$25,000
5(a)	Supplemental Compensation	To the extent permitted by law, the University will pay to Coach on an annual basis the largest applicable amount, if any, for academic performance achievements by student-athlete Program members. Coach will receive one payment for the highest achievement under each category below: <u>Grade Point Average</u> Grade Point Average 3.00 = \$5,000 Grade Point Average 3.25 = \$15,000 Grade Point Average 3.50 = \$20,000 <u>Graduation Success Rate</u> Graduation Success Rate 85% = \$5,000 Graduation Success Rate 90% = \$15,000 Graduation Success Rate 95% = \$20,000 <u>Barrett, The Honors College Enrollees</u> Coach will receive one payment for the highest achievement per Contract Year for hockey student-athletes who enroll in Barrett, The Honors College, as follows: 1-2 new student-athletes = \$25,000 3-4 new student-athletes = \$50,000 5 or more new student-athletes = \$75,000

<u>Contract Section</u>	<u>Contract Provision</u>	<u>Terms</u>
5(b)	Other Supplemental Compensation	There will be only one payment for the highest achievement under each section except as otherwise noted. <u>Conference Performance (two possible payments):</u> Wins Regular Season Conference Championship \$25,000 AND Appears in Conference Tournament Championship Game \$10,000 OR Wins Conference Tournament \$35,000 <u>NCAA Postseason Performance</u> (there will be one payment for the highest achievement): NCAA Tournament Appearance \$40,000 NCAA Elite Eight \$50,000 NCAA Frozen Four \$100,000 NCAA Championship Appearance \$125,000 NCAA Champion \$200,000 <u>Coach of the Year Awards (one payment for each achievement)</u> Conference Coach of the Year (via any national outlet) OR District Coach of the Year \$15,000

<u>Contract Section</u>	<u>Contract Provision</u>	<u>Terms</u>
		AND National Coach of the Year \$25,000 For avoidance of doubt, the most Coach can receive is \$40,000 if Coach receives all of the above Coach-of-the-Year awards. Conference Coach of the Year = \$15,000 National Coach of the Year = \$25,000
15(a)	Termination by Coach/Liquidated Damages	University may require Coach to pay the following depending on when Coach terminates the Contract: If Coach terminates the Contract on or before April 30, 2026 – \$750,000 If Coach terminates the Contract after April 30, 2026, but on or before April 30, 2027 – \$450,000 If Coach terminates the Contract after April 30, 2027, but on or before April 30, 2028 – \$350,000 If Coach terminates the Contract after April 30, 2028, but on or before April 30, 2029 – \$250,000 If Coach terminates the Contract after April 30, 2029 – \$0 If the Contract is subsequently extended, the parties will negotiate a revision of the above terms based on the number of years remaining in the Contract term.

ATTACHMENT 2

AMENDED EXHIBIT B

ADDITIONAL FRINGE BENEFITS PROVIDED BY UNIVERSITY TO COACH

1. Six complimentary football season tickets. Location of the seats for such tickets will be the best reasonably available.
2. Six complimentary men's basketball season tickets. Location of the seats for such tickets will be the best reasonably available.
3. Six complimentary women's basketball season tickets. Location of the seats for such tickets will be the best reasonably available.
4. Six complimentary baseball season tickets. Location of the seats for such tickets will be the best reasonably available.
5. Six complimentary softball season tickets. Location of the seats for such tickets will be the best reasonably available.
6. Six complimentary volleyball season tickets. Location of the seats for such tickets will be the best reasonably available.
5. Golf privileges for Coach's personal use at the Arizona State University golf course or Team Shop Allowance not to exceed \$7,500 per annum at faculty/staff rates and charges.
6. Subject to University policies and procedures, a vehicle stipend of \$600 per month.