

NOTICE TO REQUESTER

(Use multiple forms if necessary)

TO: Jim Dooley, Hawai'i Reporter (jim@hawaiireporter.com)
FROM: Derek Inouchi, UH Media Relations
(Agency/name & telephone # of contact person at agency)
DATE REQUEST RECEIVED: Dec. 22, 2011
DATE OF THIS NOTICE: Jan. 3, 2012

GOVERNMENT RECORDS YOU REQUESTED (attach copy of request or provide brief description below):

1. Employment Agreement between UH and Head Football Coach Norm Chow

NOTICE IS PROVIDED TO YOU THAT YOUR REQUEST:

- Will be granted in its entirety.
- Cannot be granted because
- Agency does not maintain the records. Agency believed to maintain records: _____
 - Agency needs a further description or clarification of the records requested. Please contact the agency and provide the following information: _____
- Request requires agency to create a summary or compilation from records not readily retrievable.
- Is denied in its entirety will be granted only as to certain parts based upon the following exemption provided in HRS § 92F-13 and/or § 92F-22 and other laws cited below (portions of records that agency will not disclose should be described in general terms).

RECORDS OR
INFORMATION WITHHELD
Only Salary Range to be provided

APPLICABLE
STATUTES
HRS §§ 92F-12(a)(14),
92F-13, 92F-14

AGENCY
JUSTIFICATION
Office of Information Practice
Opinion Letters 03-16 & 91-31

REQUESTER'S RESPONSIBILITIES:

You are required to (1) pay any lawful fees assessed; (2) make any necessary arrangements with the agency to inspect, copy or receive copies as instructed below; and (3) provide the agency any additional information requested. If you do not comply with the requirements set forth in this notice within 20 business days after the postmark date of this notice or the date the agency makes the records available, you will be presumed to have abandoned your request and the agency shall have no further duty to process your request. Once the agency begins to process your request, you may be liable for any fees incurred. If you wish to cancel or modify your request, you must advise the agency upon receipt of this notice.

METHOD & TIMING OF DISCLOSURE:

Records available for public access in their entireties must be disclosed within a reasonable time, not to exceed 10 business days, or after receipt of any prepayment required. Records not available in their entireties must be disclosed within 5 business days of this notice or after receipt of any prepayment required. If incremental disclosure is authorized by HAR § 2-71-15, the first increment must be disclosed within 5 business days of this notice or after receipt of any prepayment required.

Method of Disclosure:

- Inspection at the following location: _____.
- Copy will be provided in the following manner:
 - Available for pick-up at the following location: _____.
 - Will be mailed to you.
 - Will be transmitted to you by other means requested: Email to jim@hawaiiireporter.com.

Timing of Disclosure: All records, or first increment where applicable, will be made available or provided to you:

- On Jan. 3, 2012.
- After prepayment of fees and costs of \$ _____ (50% of fees +100% of costs, as estimated below).
Payment may be made by: cash personal check other _____.

For incremental disclosures, each subsequent increment will be disclosed within 20 business days after:

- The prior increment (if one prepayment of fees is required and received).
- Receipt of each incremental prepayment required.

Disclosure is being made in increments because the records are voluminous and the following extenuating circumstances exist:

- Agency must consult with another person to determine whether the record is exempt from disclosure under HRS chapter 92F.
- Request requires extensive agency efforts to search, review, or segregate the records or otherwise prepare the records for inspection or copying.
- Agency requires additional time to respond to the request in order to avoid an unreasonable interference with its other statutory duties and functions.
- A natural disaster or other situation beyond agency's control prevents agency from responding to the request within 10 business days.

ESTIMATED FEES & COSTS:

The agency is authorized to charge you certain fees and costs to process your request (even if no record is subsequently found to exist), but must waive the first \$30 in fees assessed for general requesters and the first \$60 in fees when the agency finds that the request made is in the public interest. See HAR §§ 2-71-19, -31 and -32. The agency may require prepayment of 50% of the total estimated fees and 100% of the total estimated costs prior to processing your request. The following is the estimate of the fees and costs that the agency will charge you, with the applicable waiver amount deducted:

Fees: Search	Estimate of time to be spent: _____ (\$2.50 for each 15-minute period)	\$ _____
Review & segregation	Estimate of time to be spent: _____ (\$5.00 for each 15-minute period)	\$ _____
Other	_____ (specify applicable law)	\$ _____
Fees waived	<input checked="" type="checkbox"/> general (\$30) <input type="checkbox"/> public interest (\$60)	<\$ <u>30</u> >
Total Estimated Fees:		\$ <u>0</u>
Costs: Copying	Estimate of # of pages to be copied: _____ (@ \$ _____ per page.)	\$ _____
Other	_____ (specify applicable law)	\$ _____
Total Estimated Costs:		\$ <u>0</u>

For questions about this notice, please contact the person named above. Questions regarding compliance with the UIPA may be directed to the Office of Information Practices at 808-586-1400 or oip@hawaii.gov.

HEAD COACH EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into this 21st day of December, 2011, by and between the Board of Regents of the University of Hawai'i (hereafter referred to as "University") and Norman Chow ("Coach"), and is agreed to by the Hawai'i Government Employees Association ("HGEA"). The effective date of this Agreement is January 1, 2012.

W I T N E S S E T H:

WHEREAS, the University seeks to employ Coach as Head Coach for the intercollegiate football program at the University of Hawai'i at Manoa, (hereafter also referred to as "University") and wishes to enter into this Agreement with Coach on the terms and conditions set forth in this Agreement;

WHEREAS, Coach is a member of Bargaining Unit 08 whose exclusive representative is the HGEA and, as such, Coach shall be entitled to all rights and benefits afforded other Bargaining Unit 08 members, except as modified herein;

WHEREAS, this Agreement modifies the terms and conditions of the collective bargaining agreement between the University and the HGEA as they apply to Coach; and

WHEREAS, Coach wishes to accept such employment on the terms and conditions hereinafter contained;

NOW, THEREFORE, in consideration of the foregoing, the receipt and sufficiency of which consideration is hereby acknowledged, the University and Coach hereby agree as follows:

1. EMPLOYMENT. The University hereby agrees to employ Coach as Head Coach of the intercollegiate football program (hereafter referred to as the "Sports Program") at the University under the terms and conditions herein set forth. Those in the Sports Program directly reporting to Coach are nine assistant coaches, the director of football operations, the director of player personnel and the football video coordinator.

A. Coach will report to the Athletics Director or the Athletics Director's designee (individually and collectively referred to as "Athletics Director") and will be responsible for the coaching, leadership, recruiting, supervision and

promotion of the Sports Program and the academic success of student athletes during the term of this Agreement and any extensions thereof. Coach will provide leadership in building and maintaining a competitive, quality program with student-athlete academic performance which will reflect the values and high standards of the University. Coach provides leadership and oversight for the academic progress and success of student-athletes including promoting and maintaining an environment that encourages academic achievement as measured by academic eligibility, retention, and graduation. Concerned with the physical, mental, social and academic well-being of the student - athlete, Coach will continually work towards improving the academic progress rates of student-athletes, with Coach and team staff taking an active interest with every student-athlete to expedite progress toward degree.

B. Coach accepts such employment and will devote his/her attention and best efforts, on a full-time basis, to the performance of Coach's duties and responsibilities as stated or provided for in Coach's official position description and the expectations set forth by the Athletics Director. Coach shall comply with all applicable governing constitutions, by-laws, rules, policies, interpretations and regulations of the NCAA, the University and any intercollegiate athletic conference or organization of which the University is or becomes a member of. Coach shall immediately advise the Athletics Director or his/her designee and the University's Athletics Compliance Office if Coach has reason to believe that NCAA violations have occurred or will occur and shall cooperate fully in any investigation of possible NCAA violations conducted or authorized by the University or the NCAA at any time.

C. Coach agrees that he/she will not personally, or through any agent, actively seek, negotiate for, or accept other full-time or part-time employment of any nature during the term of this Agreement without first obtaining written consent from the Athletics Director.

D. Coach acknowledges that negative statements concerning the Athletics Department, the University, and the State of Hawai'i made to the media or in public may be detrimental to recruiting, fundraising, and the morale of coaches,

staff and players in the Sports Program and other programs of intercollegiate athletics at the University. Therefore, Coach agrees that he/she shall, in a timely manner, first direct any complaint and/or criticism that he/she may have of the Sports Program, the Athletics Department, or the University to the Athletics Director before directing the complaint and/or criticism to anyone else. Further, Coach shall make all reasonable efforts to project a positive image and take no action detrimental to the University and/or Sports Program.

E. Coach shall be evaluated in accordance with procedures developed by the Athletics Director, and shall not be subject to the evaluation procedure in University of Hawai'i Systemwide Administrative Procedure A9.170.

F. Coach represents to have special, exceptional, and unique knowledge, skill, and ability to coach the Sports Program, which, in addition to the future development of coaching experience at the University, as well as the University's special need for continuity in its Sports Program, renders Coach's services unique. Coach recognizes that the loss of Coach's services to the University, without the University's approval and release, prior to the expiration of the term of this Agreement or any renewal thereof would cause an inherent loss to the University which cannot be estimated with certainty, or fairly or adequately compensated by money damages. Coach therefore specifically agrees:

i. That he/she will not negotiate or accept coaching employment that requires performance of duties prior to the expiration date of the term of this Agreement or any extension thereof, without first obtaining permission or a written release of this Agreement from the Athletics Director, or a negotiated resolution thereof in writing accepted and signed by Coach, the HGEA, and the Athletics Director.

ii. That the University shall have the right, in addition to any other rights which the University may possess, to obtain an injunction by appropriate judicial proceedings to prevent Coach from performing coaching activities or other related services in violation of this Agreement.

iii. To indemnify and hold University harmless for its costs in the event that the University initiates an injunction proceeding as described above, including court costs and attorney's fees.

G. As coach of the Sports Program, Coach shall be subject to disciplinary or corrective action by the Athletics Director.

i. For violation(s) of the terms and conditions of this employment agreement, or

ii. Material misconduct, or

iii. If the Athletics Director has a reasonable basis to believe that a violation of the NCAA regulations has occurred.

iv. Discipline may be up to and including termination.

H. Coach shall also be subject to disciplinary or corrective action pursuant to NCAA By-Laws and enforcement procedures including, pursuant to NCAA By-laws 11.2.1, suspension without pay or termination for significant or repetitive violations of NCAA regulations.

2. TERM.

A. Coach's employment hereunder shall be for a term of five (5) year(s) beginning on January 1, 2012 and ending on December 31, 2016, unless terminated earlier pursuant to this Agreement.

B. This Agreement is renewable solely upon a written offer from University, and accepted and signed by Coach, the HGEA and University.

C. Should the term of this Agreement end without being renewed in writing, both Coach and University agree that all other terms and conditions of this Agreement shall continue on a month-to-month basis until either renewed in writing and signed by Coach, the HGEA and University or terminated upon ninety (90) days written notice to Coach by the University.

D. This Agreement and Coach's employment in no way grants Coach a claim to employment security, or any years of employment attributable to employment security with University.

3. COMPENSATION.

Salary Range
For Head
Football
Coach is:
\$392,142 to
\$935,544.

A. University agrees to pay Coach as compensation for services rendered in the amount of [REDACTED] as an annual base salary (“base salary”), payable semi-monthly in equal installments, subject to the usual and customary deductions and withholdings required of other employees and as may be required by applicable local, state and federal laws, e.g., federal and State taxes, FICA, Medicare, and other deductions mandated by law or the Unit 08 collective bargaining agreement.

B. University shall not be responsible for any other compensation or monetary benefit to Coach of any kind unless it is specifically set forth herein.

C. Coach shall be responsible for paying any local, state and federal or other personal income or other taxes due or owing as a result of his/her receipt of any compensation or benefits paid pursuant to this Agreement.

D. Coach shall, pursuant to NCAA By-Laws 11.2.2, Athletically Related Income, provide a written detailed account annually to the Athletics Director of all athletically related income and benefits received by Coach from sources outside the University. Approval of the receipt of such athletically related income and benefits in favor of Coach shall be consistent with the University’s policy and State of Hawai’i policies and/or laws related to outside income and benefits applicable to all full-time or part-time employees. The sources of such reportable income shall include, but are not limited to, the following:

- i. Income from annuities;
- ii. Sports camps;
- iii. Housing benefits (including preferential housing arrangements);
- iv. Country club membership;
- v. Complimentary ticket sales;
- vi. Television and radio programs; and
- vii. Endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers.

E. Coach may at his sole discretion, give notice of his desire to reopen negotiation of the base salary and term of this Agreement. The notice shall be given in writing to the Athletics Director at the end of the second year (in the 25th

month), or at the end of each subsequent year thereafter, of the initial term of this Agreement. The Athletics Director shall in good faith engage in base salary and agreement term negotiations. If a tentative agreement is reached, it may be subject to approval by the Chancellor, President and the Board of Regents. If a tentative agreement cannot be reached within ninety (90) days, the base salary shall remain as provided in paragraph A. above. Base salary negotiations are subject to the availability of funds and contingent upon satisfactory or better performance by Coach.

4. PERFORMANCE INCENTIVES. Coach shall only be eligible for performance and/or supplemental pay pursuant to University of Hawai'i Executive Policies unless, in lieu of such performance and/or supplemental pay, University offers and Coach accepts other incentives that are set forth in writing and attached to this Agreement.

5. OTHER BENEFITS.

A. Coach shall be allowed to earn additional income from radio and television shows, and the operation of camps and/or clinics at the University, which shall be sponsored by the University but conducted by Coach. It shall be Coach's responsibility to ensure that such radio and television shows and camps and/or clinics are operated professionally and safely. The tuition and/or fees charged for such camps and/or clinics shall be established by University in consultation with Coach. For such camps and/or clinics, Coach shall be compensated in an amount equal to the gross revenues generated:

- i. Less an administrative fee that is set annually by the Athletics Director for all Athletics Department camps and/or clinics, with such fee not exceeding twenty (20) percent of gross camp and/or clinic revenues,
- ii. Less salaries and fringe benefits paid to coaches, and
- iii. Less camp expenses.

For Coach's appearances on radio and television shows, and Coach's operation of camps and/or clinics sponsored by the University, Coach will not need to request leave or vacation.

B. Coach is prohibited from entering into any athletically related contracts, such as, but not limited to, equipment, apparel, shoes and personal services

contracts with manufacturers, without the prior review and approval of the University.

C. University may provide Coach the opportunity to participate in an Athletics Department courtesy car program, if available, in accordance with the following provisions:

- i. The Athletics Director shall administer the car program.
- ii. Under no circumstances shall Coach solicit auto dealers for cars.
- iii. Coach shall obtain necessary auto insurance in accordance with State laws and/or wishes of the auto dealer.
- iv. Coach is personally responsible for care and maintenance of the car.
- v. The auto dealer is free to terminate the courtesy car program agreement at any time.

D. Upon the University's approval, Coach's spouse shall be allowed to accompany Coach on a maximum of two (2) trips each year at the expense of the University of Hawai'i Foundation or the post-season sponsor. Travel shall be to a University, program affiliated athletic conference, or NCAA event. Coach's spouse or domestic partner and child or children traveling with Coach shall not be deemed to be employees or agents of the University. The method of payment for the travel will be determined by the Athletics Director.

E. Each year, so long as this Agreement is in effect, Coach may be provided up to thirty (30) season tickets and eight (8) parking passes for each home game for the Sports Program, and up to eight (8) season tickets for the University's other sports events, all at University's expense. Tickets provided hereunder shall be for personal use and shall not be sold by Coach or given or exchanged for any type of consideration or remuneration. Coach shall also be able to purchase at his own expense up to two (2) on-campus parking passes.

F. Coach shall be entitled to twenty-one (21) annual vacation days, the timing of which shall be agreed upon by Coach and the Athletics Director. The vacation days shall vest at the rate of 1 and $\frac{3}{4}$ vacation days for each full month

of service. Ten (10) days of vacation may be accumulated beyond the period of an annual term up to a total of thirty (30) accumulated vacation days.

G. The foregoing "Other Benefits" may be subject to deductions and withholdings required by applicable local, state and federal laws, e.g. federal and State taxes, FICA, Medicare, and other deductions mandated by law, and it is Coach's responsibility to determine such applicability.

H. The provisions of the current Unit 08 collective bargaining agreement shall apply except as provided below:

i. The following provisions shall not apply: Articles 8 – Leave of Absence for Union Business, 9 – Employment Security, 10 – Employment Rights, 10A – Employment Rights, 11 – Layoffs, 12 – Return Rights to APT Positions, 18 – Temporary Assignment, 18A – Temporary Assignment, 19 – Overtime, 19A – Overtime, 20 – Night Differential, 21 – Meals, 22 – Overload, 24 – Compensation Adjustment, 24A – Compensation Adjustment, 27 – Professional Improvement Leave, 27A – Professional Improvement Leave, 31 – Vacation Leave, 35 – Travel, 39 – Salaries, 41 – Entirety, Modification and Conflict, and (New) – Standby Pay, and to similar related articles in future or amended agreements.

ii. Notwithstanding the above, with regard to alleged violations of Article 16 – Discipline, it is understood and agreed that for disciplinary actions taken against Coach, Article 17 – Grievance Procedure shall apply, except that Step 4. Arbitration of Article 17 can only be utilized for disciplinary actions involving suspension or termination for cause for misconduct unrelated to a violation of NCAA regulations. For disciplinary actions related to violations of NCAA regulations, Coach shall have the option of exercising the appeal rights provided for in the NCAA By-laws 32.10.1.2. The provisions of Article 14 – Personal Rights and Representation, shall apply.

6. ADDITIONAL SERVICES BY COACH.

A. Coach agrees to endorse such products and perform such promotional services, including but not limited to radio, television and internet shows, product

endorsements and personal appearances, as directed from time to time by the Athletics Director. In the event that Coach's participation in such endorsements and promotional services generates a "talent fee" or other service fee, the fee shall be paid to the University or, at the discretion of the Athletics Director, to Coach.

B. Coach will not undertake personal commercial endorsements in which Coach is identified or identifies himself/herself as the Sports Program Coach or a University employee, or wears apparel or is pictured with items which would so identify Coach unless he/she is directed or authorized to do so by the University.

C. Coach may not associate University's name with an endorsement unless Coach is directed to do so or is authorized by the University.

7. COMPLIANCE WITH LAWS.

A. Coach shall comply with all applicable provisions of Title 7, Public Officers and Employees, of the Hawai'i Revised Statutes.

B. Coach shall also comply with and abide by all federal, State of Hawai'i, and local laws and ordinances.

8. TERMINATION OF AGREEMENT BY UNIVERSITY. The University may terminate Coach's employment at any time during its term for convenience without cause or for cause, in its sole discretion, by providing written notice to Coach.

A. Termination Without Cause.

i. This Agreement may be terminated by the University at any time without cause upon ninety (90) days written notice to Coach. In such event, University will pay Coach as liquidated damages, a lump sum amount equal to (1) Coach's total remaining base salary through year four of this Agreement, and (2) \$200,000 (Two Hundred Thousand dollars) for year five of this Agreement. University shall pay this amount to Coach within thirty (30) days of termination. University's payment to Coach of the total of the sums above is Coach's exclusive remedy. University shall not be liable or responsible for any liquidated damages or loss of any collateral business opportunities or any other benefits, perquisites, or income from any source that might ensue as a result of University's

termination of this Agreement without cause, and is in lieu of any and all other legal remedies or equitable relief and without regard to any compensation Coach may earn in mitigating his/her damages.

ii. In addition to the payment of liquidated damages as provided above in the event of a termination by the University without cause, University will be obligated to reimburse Coach for reasonable, substantiated work performance related expenses incurred by Coach, if any.

iii. Other than outlined in this Section, the University shall have no other obligation to Coach. Specifically, the University shall not be obligated to pay anything more or other than the liquidated damages calculated above as of the date of termination.

iv. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach may lose certain benefits, supplemental compensation or outside compensation relating to his/her employment at University, which are extremely difficult to determine with certainty, or fairly or adequately. Coach and University further agree that payment of such liquidated damages by University and acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for loss, damages and injury suffered because of such termination by University. The foregoing shall not be, nor be construed to be, a penalty.

v. In the event of termination without cause by the University, all fringe benefits furnished by the University will terminate on the date of termination of this Agreement by the University, and the University will not be liable to Coach for any collateral business opportunities, personal service contracts, or other benefits associated with Coach's position as Head Coach of the Sports Program.

B. Termination for Cause.

- i. This Agreement may be terminated by the University at any time prior to its expiration, upon 10 days written notice, for cause which shall include, without limitation:
 - a. A deliberate or major violation as defined by the current NCAA By-Laws and Legislation by Coach or a failure to report such violation; or
 - b. Violation of NCAA Legislation relating to the Sports Program by an assistant coach, coordinator or Sports 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) Coach failed to establish and maintain reasonable policies and procedures for the Sports Program to prevent violations of NCAA Legislation; or
 - c. Violation of NCAA legislation by any coach or student-athlete under the Coach's direct supervision that, upon determination of the Athletics Director, reflect adversely upon the University; or
 - d. Engaging in conduct which is unlawful, or results in Coach's conviction of a crime, or displays a continual or serious disrespect or disregard for the character of the University, or causes notorious and public scandal; or
 - e. Refusing or failing to perform any duties reasonably related to Coach's position, or failing to perform the same to the best of Coach's ability, after notice to Coach of University's expectation; or
 - f. Committing material or repeated violations of any provision of this Agreement or policies of University; or
 - g. Prolonged absence from the University without the Athletics Director's consent; or
 - h. For any other reason constituting cause.
- ii. In the event this Agreement is terminated for cause, Coach's salary and any benefits, as set forth above, shall terminate as of the date the

Agreement is terminated by the University, and the University shall not thereafter be liable to Coach for any damages, legal or otherwise.

C. Termination Upon Death or Disability. If Coach dies, becomes permanently disabled, or totally disabled in excess of six (6) months and cannot perform the essential functions of his/her position with reasonable accommodation(s), this Agreement shall terminate automatically and Coach's salary and any benefits, as set forth above, shall terminate as of the date of death, permanent disability, or after six (6) months of total disability.

9. TERMINATION OF AGREEMENT BY COACH.

A. Coach may terminate this Agreement without legal or equitable penalty (including any payment of liquidated damages as referenced below) by giving verbal and written notice to the Athletics Director that termination of the Agreement will occur on or between the 15th and 30th calendar day following the last scheduled regular season contest or, if applicable, last post-season contest, inclusive, of a contract year.

B. Coach may also choose to terminate this Agreement on dates other than between the above dates, inclusive, of a contract year by providing at least thirty (30) days written notice to the Athletics Director. In the event Coach leaves the University for a football coaching position at another university or a professional team within 365 days of written notice, Coach will pay the University as liquidated damages a lump sum amount equal to (1) half or 50% of Coach's total remaining base salary through year four of this Agreement, and (2) \$100,000 (One Hundred Thousand dollars) for year five of this Agreement. The payment above shall be paid by Coach to University within ninety (90) days of the date on which the termination occurs. This payment is the University's exclusive remedy. Coach shall not be liable or responsible for any other damages or loss to University, and the liquidated damage amount to be paid by Coach to University is in lieu of any and all other legal remedies or equitable relief and without regard to any mitigation of damages or loss that University obtains.

i. In addition to the payment of liquidated damages as provided above in the event of a termination by the Coach, Coach will be obligated

to reimburse University for any non-work related expenses incurred by Coach and paid through University.

ii. Other than outlined in this Section, the Coach shall have no other obligation to the University. Specifically, the Coach shall not be obligated to pay anything more or other than the liquidated damages calculated above as of the date of termination.

iii. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach may lose certain benefits, supplemental compensation or outside compensation relating to his/her employment at University, which are extremely difficult to determine with certainty, or fairly or adequately, and that University may incur financial expenses and losses as a result of Coach's termination of this Agreement, which are also extremely difficult to determine with certainty, or fairly or adequately.

iv. Coach and University further agree that payment of such liquidated damages by Coach and acceptance thereof by University shall constitute adequate and reasonable compensation to University for loss, damages and injury suffered because of such termination by Coach. The foregoing shall not be construed to be a penalty.

C. In the event of such termination by the Coach, all compensation, performance incentives and other benefits furnished by the University in this Agreement will terminate on the date of termination of this Agreement by the Coach, and the University will not be liable to Coach for any collateral business opportunities, personal service contracts, or other benefits associated with Coach's position as Head Coach of the Sports Program.

10. UNIVERSITY PROPERTY. All materials or articles of information, including, without limitation, personnel records, Coach's records, statistics or any other material or data in any form or medium furnished to Coach by the University, or developed by Coach on behalf of the University, or at the University's or Coach's direction or supervision, are and shall remain the sole, proprietary and confidential property of the University. Within ten (10) days of the expiration or termination of this Agreement with

or without cause by either party, Coach shall immediately cause any such materials in his/her possession, custody or control to be returned and delivered to the University.

11. ASSIGNMENT. This is an Agreement for the performance of personal services. It is personal to the Coach and the University and may not be assigned to any other person or entity at any time without the express written consent of the other parties, or as may otherwise be provided by law.

12. CONSTRUCTION. This Agreement constitutes and expresses the entire Agreement and understanding of the parties hereto regarding employment of Coach by the University. This Agreement cannot be changed, modified or amended in any respect except in writing and signed by Coach, the HGEA and the University.

13. HEADINGS. The words of this Agreement appearing as headings are for identification purposes only and are not part of this Agreement.

14. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawai'i.

15. SEVERABILITY. If any portion of this Agreement is declared null, void, invalid or unenforceable, such provisions shall be stricken from the Agreement. All of the provisions of this Agreement not so stricken shall remain in full force and effect and shall be binding upon the parties.

16. IMPOSSIBILITY.

A. If sufficient funds are not available to permit the University, in the exercise of its reasonable administrative discretion, to continue this Agreement, or if the University or program for which the agreement was executed is abolished, the University may terminate this Agreement without further liability by giving Coach not less than thirty (30) days prior notice.

B. If the University terminates this Agreement due to the unavailability of funds, as indicated in this Section, the University agrees that for a period of two (2) years, it will not hire any other Head Coach for the Sports Program without first providing Coach an exclusive opportunity, for a period of thirty (30) days, to negotiate terms for such a position.

C. If, through collective bargaining negotiations or an arbitration award, bargaining unit 8 members become subject to a wage reduction, such reduction

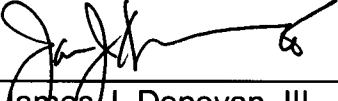
shall also apply to Coach. Such adjustment shall not exceed the percentage reduction or duration applicable to other members of the bargaining unit.

17. BOARD OF REGENTS APPROVAL. This Agreement may be subject to the approval of the Board of Regents of the University of Hawai'i.

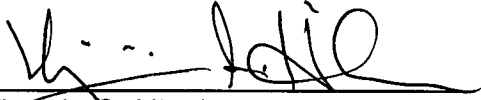
IN WITNESS WHEREOF, the University, Coach and the HGEA have signed this Agreement on the day and year first written above.


BOARD OF REGENTS
UNIVERSITY OF HAWAI'I

COACH

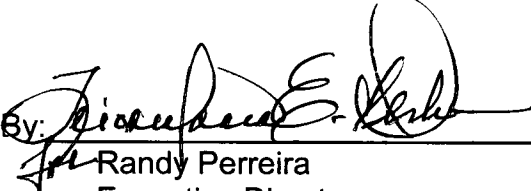
By: 
James J. Donovan, III
Athletics Director
University of Hawai'i at Mānoa

By: 
Norman Chow

By: 
Virginia S. Hinshaw
Chancellor
University of Hawai'i at Mānoa

By: 
Carter Chow
Agent / Attorney for
Coach Norman Chow

HAWAI'I GOVERNMENT
EMPLOYEES ASSOCIATION
AFSCME, LOCAL 152, AFL-CIO

By: 
Randy Perreira
Executive Director

ATTACHMENT TO HEAD COACH EMPLOYMENT AGREEMENT

The following are the agreed upon Performance Incentives for the Employment Agreement entered into on December 21, 2011 (and effective on January 1, 2012) between the Board of Regents of the University of Hawai'i ("University") and Norman Chow ("Coach"):

4. PERFORMANCE INCENTIVES.

A. Coach shall be eligible for the following Performance Incentives for each contract year:

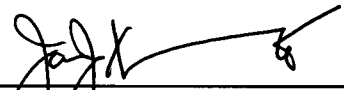
1. Bonus of \$75,000 (Seventy Five Thousand dollars) if season ticket sales exceed 25,000
2. Bonus of \$75,000 (Seventy-Five Thousand dollars) if season ticket sales exceed 27,500
3. Bonus of \$75,000 (Seventy-Five Thousand dollars) if season ticket sales exceed 30,000 (#1, #2, #3 are cumulative)
4. Bonus of \$25,000 (Twenty-Five Thousand dollars) for home game win on national television
5. Bonus of \$40,000 (Forty Thousand dollars) for away game win on national television
6. Bonus of \$50,000 (Fifty Thousand dollars) for winning conference (championship game if applicable)
7. Bonus of \$25,000 (Twenty-Five Thousand dollars) for finishing season in top 25 in either poll
8. Bonus of \$50,000 (Fifty Thousand dollars) for finishing season in top 15 in either poll
9. Bonus of \$100,000 (One Hundred Thousand dollars) for finishing season in top 10 in either poll (#7, #8, #9 are not cumulative)
10. Bonus of \$25,000 (Twenty-Five Thousand dollars) for playing in a non-BCS bowl

- 11. Bonus of \$50,000 (Fifty Thousand dollars) for winning a non-BCS bowl (#10 & #11 are cumulative)
- 12. Bonus of \$100,000 (One Hundred Thousand dollars) for playing in a BCS bowl
- 13. Bonus of \$200,000 (Two Hundred Thousand dollars) for winning a BCS bowl (#12 & #13 are cumulative)
- 14. Bonus of \$10,000 (Ten Thousand dollars) for conference coach of the year
- 15. Bonus of \$25,000 (Twenty-Five Thousand dollars) for national coach of the year


B. Coach's eligibility for the above Performance Incentives shall be forfeited in a contract year in which a major rules violation was reported or if the football team is on NCAA Academic Progress Rate (APR) probation.

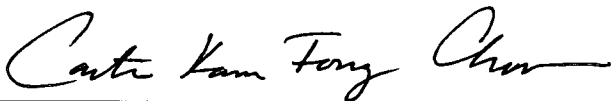
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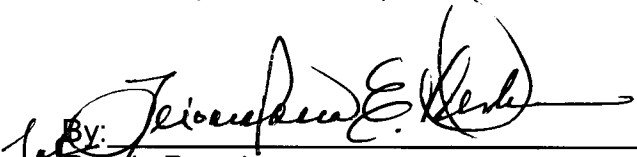
By: 
James J. Donovan, III
Athletics Director
University of Hawai'i at Mānoa

By: 
Norman Chow

By: 
Virginia S. Hinshaw
Chancellor
University of Hawai'i at Mānoa

By: 
Carter Chow
Agent / Attorney for
Coach Norman Chow

HAWAI'I GOVERNMENT
EMPLOYEES ASSOCIATION
AFSCME, LOCAL 152, AFL-CIO

By: 
Randy Perreira
Executive Director