

Performance Compensation

July 2023

For: Matthew Bragga
Baseball

Tennessee Tech is pleased to announce that performance increases have been approved for FY24. The purpose of our Performance Evaluation Program is to recognize and reward outstanding performance.

Upon recommendation of your department, your new annual salary will be \$163,400 effective July 1, 2023.

Thank you for your continued service and commitment to the growth of TTU.

TENNESSEE TECHNOLOGICAL UNIVERSITY
AGREEMENT OF EMPLOYMENT

This Agreement is entered into by and between Tennessee Technological University (hereinafter "University") and Matt Bragga (hereinafter "Coach").

WHEREAS, University desires to utilize the services of Coach as Head Coach of its intercollegiate Baseball program (hereinafter "Program") under the terms and conditions as set forth herein, and

WHEREAS, Coach agrees to provide his/her services as Head Coach of University's Program under the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the premises above recited, and of mutual covenants herein contained, the parties agree as follows:

1. Employment. Subject to the conditions stated in the provisions of this Agreement, University hereby employs Coach as Head Coach of its Program and Coach hereby agrees to and does accept the terms and conditions for said employment outlined herein. Coach shall perform such duties as are detailed in Section 4 of this Agreement. Coach also agrees to perform any duties that may be assigned in connection with the supervision and administration of the Program, and any such other duties and responsibilities as assigned by the University's Director of Athletics or designees. Coach, in addition to coaching duties, shall be available for public service duties on behalf of University, including but not limited to, fundraising and academic promotions, where no job related conflicts exist.
2. Term. The term of this Agreement shall begin on November 11, 2021, and shall terminate on June 30, 2027, subject to the conditions stated herein. This Agreement is renewable solely at the option of the University and in no way grants Coach a claim to tenure or continued employment with the University, or expectations of continued employment with the University.
3. Compensation. In consideration for Coach's services and satisfactory performance of the conditions of this Agreement, University agrees to pay Coach:
 - a. A monthly rate of \$8,583.33 for a total base salary of \$103,000 through June 30, 2022. Beginning July 1, 2022, through the remaining term of this Agreement, Coach shall be paid a monthly rate of \$12,875 for a total base salary of \$154,500. This is a minimum base salary. The coach shall be eligible

to receive annual raises as described below, however, the base salary shall not fall below \$154,500 after July 1, 2022.

b. Coach will be paid a one-time retention bonus of \$15,000, if Coach is employed as Head Coach by the University on March 1, 2025. University will pay this bonus no later than May 1, 2025.

3.1. Compensation shall be paid on a monthly basis on the last working day of each month. It is agreed that the compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees.

3.2. Coach shall be entitled to State of Tennessee and/or Tennessee Tech University authorized cost of living salary increases, merit increases, adjustments and bonuses on the same terms as apply to University's non-academic administrative employees as approved by the Tennessee Tech Board of Trustees.

3.3. All salary, bonus and any other payments shall be subject to withholding and other applicable taxes.

3.4. Coach shall be entitled to the full range of fringe benefits on the same terms as provided to other full-time non-academic administrative employees of the University.

3.5. In addition to head coach compensation outlined above, the University agrees to employ no less than two full-time paid assistant baseball coaches over the term of this employment contract and agrees to install a synthetic turf surface covering the entire field before August 1, 2024 or as soon thereafter as is reasonably possible.

4. Duties and Obligations of Head Coach. Coach will report to the Director of Athletics and will be responsible for the coaching, leadership, recruiting, supervision, and promotion of the Program at the University during the term of this Agreement and any extensions hereof, providing leadership in building and maintaining a competitive, quality program which will reflect the values and high standards of the University. Coach hereby agrees that the duties and obligations of Coach are the essence of the Agreement and to accept such employment and to devote his/her attention and best efforts, on a full-time basis, to the performance of his/her duties and obligations hereunder, which shall include, but are not limited to, the following:

4.1. Administering, managing, and leading the Program at the University in such a manner as to reflect positively on the image and reputation of the University at all times, in accordance with the University's mission and in conformance with National Collegiate Athletic Association (NCAA) and Ohio Valley Conference (OVC) rules and regulations and the policies and procedures of the University and its governing board within an approved budget.

4.2. Recommending for employment and managing assistant coaches and other staff necessary and appropriate to assist Coach in meeting his/her responsibilities hereunder which shall also include, but is not limited to, supervision and evaluation of administrative and Program staff.

4.3. Demonstrating commitment to and responsibility for NCAA, OVC, University, and governing board rules and policies compliance. This includes, but is not limited to, being knowledgeable of, adhering to, and assuring and monitoring compliance by all student-athletes, assistant coaches, staff, volunteers, and boosters with applicable governing constitutions, bylaws, rules, policies, interpretations, and regulations of the NCAA, OVC, University, and its governing board. Coach shall immediately advise the Athletics Compliance Officer if Coach has reason to believe that violations have occurred or will occur and shall cooperate fully in any investigation of possible NCAA violations conducted or authorized by the University or NCAA at any time.

4.4. Supervising student-athletes in the Program and issuing appropriate disciplinary action when necessary.

4.5. Understanding, observing, upholding, valuing, and championing the University's academic standards, requirements, and policies; and promoting an environment in which admissions, financial aid, academic services for student-athletes, and recruiting can be conducted consistently with the University's mission, which shall include, but is not limited to, assisting with discipline of athletes failing to meet academic requirements and responsibilities, including but not limited to, minimum grade point averages and attendance at classes, study halls, and tutoring sessions. Coach shall consider the academic performance of individuals and team as of the utmost importance and shall formulate team policies and actions that encourage class/study hall/tutoring session attendance and academic performance that lead to timely progress toward degree for student-athletes.

4.5.1. Coach shall consistently lead his/her team to achieve academic success with retention of student-athletes, and his/her team shall achieve a NCAA Academic Progress Rate (APR) benchmark equal to or greater than 970 each year.

4.5.2. Coach shall consistently lead his/her team to achieve academic success, and his/her teams shall achieve a NCAA Graduation Success Rate (GSR) benchmark equal to or greater than 85 percent each year.

4.5.3. Coach shall consistently lead his/her team to achieve academic success, and his/her teams shall achieve a NCAA Federal Graduation Rate (FGR) benchmark equal to or greater than 13 percentage points above the general student body each year.

4.6. Maintaining and cultivating effective relations with governing boards, associations, conferences, committees, institutional alumni, the media, the public, students, faculty, staff, and friends of the University with respect to the Program.

4.7. Fulfilling all radio and television appearance responsibilities for the Program; making sufficient public relations and public speaking appearances, including but not limited to, speaking engagements, fundraising activities, academic promotions, receptions at legislative meetings, governing board functions, alumni functions, booster activities, University development and foundation activities, news media appearances, and speaking engagements or other activities for not-for-profit organizations; cooperating with news media; and any other obligation assigned by the Director of Athletics. For the purpose of this provision, the Director of Athletics in his sole discretion will determine what constitutes sufficient appearances.

4.8. Teaching the mechanics and techniques of baseball to team members, coaching student-athletes, overseeing daily practices, and analyzing and instructing student-athletes in areas of deficiency.

4.9. Directing the conditioning of student-athletes to achieve maximum athletic performance, assessing student-athletes' skills and assigning team positions, and evaluating own and opposing team capabilities to determine game strategy.

4.10. Coach shall be responsible for the general health, safety and well-being of his/her student-athletes with special emphasis on mental health and a positive environment for student-athlete learning, growth and success.

4.11. Other coaching duties and responsibilities, including but not limited to, analyzing performance and instructing student-athletes in game strategies and techniques to prepare them for athletic competition, observing student-athletes while they perform to determine need for individual or team improvement, coaching student-athletes individually or in groups, demonstrating Program sport techniques to prepare student-athletes for successful competition, overseeing daily practices of student-athletes to instruct them in areas of deficiency, and determining strategy during games, independently or in conference with other coaching staff members.

4.12. Organizing and directing a compliant recruiting program that seeks student-athletes who have the ability to perform at the highest level of success in the conference while ensuring that they have the ability to make progress toward degree and eventual attainment of a degree. Coach shall also seek to recruit student-athletes who bring praise to the team and the Department of Athletics for their character and behavior.

4.13. Exhibiting a high degree of sportsmanship in all actions as a coach during practices, games, pregame and postgame comments, and in the promotion and marketing of the Program and Department of Athletics, while emphasizing sportsmanlike behavior to staff and student-athletes with recognition of the high value placed on sportsmanship by the NCAA, OVC, and University.

4.14. Working in conjunction with the Director of Athletics in scheduling game opponents, including but not limited to, maximize attendance and support while being aware of and minimizing missed class time. The Director of Athletics shall have final approval of scheduling of Program games.

4.15. Performing other reasonable duties as assigned by the Director of Athletics and/or his designee.

5. Camps and Clinics. Coach shall be allowed, as long as Coach is the Head Baseball Coach, to conduct private baseball camps/clinics. The camp dates shall be coordinated with other athletic camps and events held at University, with priority determined by the Director of Athletics based on facility

limitations and gender equity concerns. The manner, means and details of the camps, including but not limited to, fees, giveaways, concessions, etc., must be submitted in writing to and approved by the Director of Athletics prior to the camp being advertised, and all camps shall be run within NCAA, OVC, University, and governing board rules, policies, and procedures, including but not limited to, policies related to the protection of minors on campus.

5.1. University shall not be compensated for Coach's use of practice or playing facilities. Other facilities, including but not limited to, non-playing or practice facilities such as swimming pools, residence halls, and dining facilities may be utilized provided University is compensated for such use at the best rate offered to any other group for the use of the same facilities. In addition, Coach agrees that he/she will not use University resources in the furtherance of any such camp, including but not limited to, staff time, postage, and vehicles without specific prior written approval from the Director of Athletics and without providing compensation for the use of such resources.

5.2. In consideration for University allowing Coach to use its practice or playing facilities without charge, Coach agrees to use University dining and residence halls if such services are required and to coordinate such use of campus facilities with other campus functions in Athletics or the University.

5.3. University is not responsible for and does not guarantee any revenue from camps. Moreover, since camp shall be a private venture, Coach shall not indicate directly or indirectly that it is a University camp except Coach shall be granted the right to use athletic logos, marks, nicknames, and colors, in the promotion and marketing of camps. The logos, marks, nicknames, and colors must be used in the manner as prescribed in Athletics policy, practice and procedures and prior approval for printed, screened or otherwise produced logos, marks, and colors; and further, shall only be ordered through an officially licensed representative. Only the Director of Athletics may grant a waiver of this last condition and it must be in writing signed by the Director of Athletics. All printed material shall be approved by the appropriate Athletics Compliance Officer at the University, must follow the approval process within University guidelines, and shall state in plain language that the camp is not a University-sponsored event.

5.4. Coach shall carry adequate public liability insurance, naming the University as an additional insured, with limits in an amount no less than the limits set forth in T.C.A. Section 9-8-307(e),

and shall carry other appropriate forms of insurance, pay all taxes incident thereto, and otherwise protect and hold harmless University from any and all liability that may occur or arise out of the camp. At least two (2) weeks prior to the beginning of camp, Coach shall show evidence of insurance coverage for the camp that is satisfactory to the University, in its sole discretion, and provide a copy of the policy to the University at least three (3) days prior to the beginning of camp.

5.5. If Coach chooses to have a sports camp, Coach further agrees to abide by all NCAA rules and regulations in camp operations. As a part of the NCAA regulations, Coach agrees to provide to University or any auditor assigned by University any and all records of the camp, including but not limited to, financial receipts, deposits, bank statements, etc., as needed to ensure compliance with NCAA rules and regulations.

6. Radio/TV/Promotional Appearances. In addition to public appearance responsibilities outlined in Section 4.7, University agrees to attempt to arrange for a pregame and/or postgame show during the regular Program game radio broadcasts, and Coach agrees to provide commentary as required by the Director of Athletics. Coach also shall cooperate and provide commentary for promotional and marketing radio spots, TV spots, and other such spots as required by the Director of Athletics. Coach shall be available on a reasonable basis as requested by the Director of Athletics for personal appearances for the marketing and promotion of the Program and other Department of Athletics initiatives. Coach shall promote, market and otherwise make efforts to gain community and financial support for Program and the Department of Athletics in a cooperative manner with the ongoing efforts of the Department of Athletics. University reserves the right to use Coach's name, likeness, and information to promote the Program, Department of Athletics, and University.

7. Endorsement, Consultation, or Merchandising Contracts. Coach may pursue endorsement, consultation, or merchandising contracts with athletic shoe, apparel, or equipment manufacturers. All such contracts must be executed by Coach in his/her individual capacity and by the University and must be consistent with the University's procurement policies and guidelines.

8. University Name and Logos. Coach agrees that he/she shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services other than allowed for

in this Agreement, and/or in no way use Coach's employee standing as Head Baseball Coach for personal benefit or gain except as allowed by University, its governing board, and NCAA policies and regulations. Any agreements for consultation, gifts, gratuities, endorsements of commercial products, or serving on advisory boards (including but not limited to those of athletic sporting goods companies, etc.) shall have the prior written approval of the Director of Athletics, or if required by University or governing board policy, the President of the University. Coach is expressly not allowed to accept a fee based upon any and all Program or game contracts. Any violation of this provision may be considered a conflict of interest and grounds for termination of Coach for cause.

9. NCAA Bylaw 10. Coach is bound by NCAA Bylaw 10 of any current NCAA Manual to perform all duties in the ethical manner as required in that Article. Any violation of this provision may be considered grounds for termination of Coach for cause.

10. NCAA Bylaw 11. Coach is bound by NCAA Bylaw 11 of any current NCAA manual to perform all duties in the manner required in that Article. Any violation of this provision may be considered grounds for termination of Coach for cause.

10.1. Pursuant to Article 11.2.1 of the current NCAA Division I Manual or any future revision of the same, Coach is subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including but not limited to, suspension without pay or termination of employment at the sole discretion of the University for significant or repetitive violations of NCAA rules.

10.2. Pursuant to Article 11.2.2 of the current NCAA Division I Manual or any future revision of the same, Coach is required to provide a written detailed account annually to the President for all athletically-related income and benefits from sources outside the University. Coach shall provide the written accounting of all income received pursuant to these requirements annually at the choosing of the timing by the Director of Athletics and shall provide the report via the Director of Athletics. In addition, the approval of all athletically-related income and benefits shall be consistent with the University's policy related to outside income and benefits applicable to all full-time or part-time employees. Sources of such income shall include, but are not limited to, the following: income from annuities; sports camps; housing benefits (including but not limited to preferential housing arrangements); all club memberships, including

but not limited to, country clubs; television and radio programs; and endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers. In addition to the above requirements of the NCAA, Coach agrees that fees for any speaking engagement shall be reported in the same manner.

10.3. Coach acknowledges that he/she understands that the sale or trade for personal benefit of complimentary tickets to University events is prohibited by University policy.

11. Seeking Other Employment in Athletics. Coach agrees that he/she shall not personally or through any agent actively seek, negotiate for, or accept other full-time or part-time employment in another University's athletics program during the term of this Agreement without first having obtained written consent from the Director of Athletics, which will not be unreasonably withheld or delayed.

12. Conditions and Terms. Coach agrees to provide services as head coach consistent with the terms and conditions of this Agreement, the laws of the State of Tennessee, the policies and procedures of University and its governing board, the constitution, bylaws and rules and regulations of the NCAA, and of any conference with which University may be affiliated. In addition to the aforesaid, Coach agrees to perform the services under this Agreement diligently and faithfully.

13. Disciplinary Actions. University may terminate the employment of Coach for cause, suspend Coach for a period of time it deems appropriate with or without pay, modify Coach's duties, or impose disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures or University and governing board policy upon the occurrence of any of the following:

13.1. Violation of any NCAA rule or regulation applicable to any prior or current employer of Coach which was at the time of such employment a member of the NCAA;

13.2. Involvement in any significant or repetitive violation of NCAA rules or regulations;

13.3. Involvement in any deliberate or negligent violation of NCAA rules or regulations;

13.4. Conviction of a felony or misdemeanor involving fraud, dishonesty, or moral turpitude;

13.5. Deliberate or negligent violation of any University or governing board policy or guideline;

13.6. Deliberate or negligent violation of any other term of this Agreement.

13.7. The above-specified actions may be taken if Coach has engaged in direct action, but also if Coach actually knew of or was negligent in discovering violations of NCAA rules or regulations or

University and its governing board policies by Program staff, including but not limited to, assistant coaches, staff or boosters, and Coach failed to act on or attempt to correct such violations, and also, if Coach knew of violations of NCAA rules or regulations and did not report them to a proper authority as required by NCAA rules or Department of Athletics policies.

13.8. Cause shall also include misconduct, moral turpitude, or a pattern of unprofessional or unsportsmanlike behavior, insubordination, refusal, neglect, or failure to render services or otherwise fulfill the duties and obligations established in this Agreement.

13.9. Cause shall also include egregious personal conduct that is reasonably determined by the Director of Athletics or President to negatively, adversely, or materially affect the reputation or operation of the University and/or its athletics programs.

13.10. Coach may request review of an employment action only in accordance with applicable University Human Resources policies.

13.11. If this Agreement is terminated for cause as set forth above, Coach shall forfeit the right to continued payment of base salary and any related benefits as of the first day after the termination occurs.

14. Termination Prior to Expiration of Agreement. Notwithstanding any other provision of this Agreement, University may terminate this Agreement without cause upon thirty (30) days written notice to Coach. In such instance, if terminated without cause prior to June 30, 2024, University shall pay Coach a lump sum equal to two years of his then current annual base salary. If terminated without cause after June 30, 2024 the University will pay Coach a lump sum equal to one year of his then current annual salary or for the time remaining under this Agreement, whichever is less. Acceptance of any payment under this Section 14 shall serve as a waiver of rights and release of all claims against the State and the University arising under this agreement for from Coach's employment with the University.

15. Right to Demand Release. Notwithstanding any other provision of this Agreement, Coach shall have the right to demand release from this Agreement. For such release, Coach shall pay University, or have paid on his/her behalf, the following:

November 11, 2021 – June 30, 2022 \$100,000.00

July 1, 2022 – June 30, 2023	\$80,000.00
July 1, 2023 – June 30, 2024	\$60,000.00
July 1, 2024 – June 30, 2025	\$40,000.00
July 1, 2025 – June 30, 2026	\$20,000.00
July 1, 2026 – June 30, 2027	\$0.00

If the entire baseball surface does not have synthetic turf according to the terms of this agreement, then the Coach may terminate this agreement and be released from obligations hereunder, by giving 30 day's written notice prior to December 31, 2024 (Coach's opt out).

15.1. University may at its own discretion, waive the release payment requirements of this clause, if approved in writing by the President of the University.

16. Bonuses. Coach shall be entitled to cumulative performance bonuses as follows:

a. \$4,000 during any fiscal year that Coach is named Conference Coach or Co-Coach of the Year.

b. \$4,000 during any fiscal year that Program wins the Conference regular season championship.

c. \$4,000 during any fiscal year that Program wins the Conference tournament championship.

16.2 Coach shall be entitled to a NCAA Tournament Bonus of the highest amount earned.

a. \$3,000 during any fiscal year that team earns a NCAA Regional At-Large Bid

b. \$10,000 during any fiscal year that team is a NCAA Super Regional Participant

c. \$15,000 during any fiscal year that team is a NCAA College World Series Participant

d. \$25,000 during any fiscal year that team is the NCAA College World Series Champion

16.3. Coach shall be entitled to cumulative NCAA Academic Progress Rate (APR) bonuses as follows:

a. \$500 for a single year APR of at least 970.

b. \$500 for a single year APR of 985 or above.

c. \$1,000 for a four-year (multiyear) APR of 985 or above.

16.4. In order to obtain the APR bonus(es), Coach must be the head coach of the team that earns the single year APR and head coach of the team for each of the four consecutive years for a multiyear APR bonus, and must be employed in that position on the date the NCAA releases the APR data to the public.

17. Nondiscrimination. Coach shall not discriminate against any individual, including but not limited to, employment of assistant coaches and other Program staff, recruitment of players, and participants in summer camps because of race, religion, creed, color, sex, age, disability, veteran status, or ethnic or national origin or any other category protected by state or federal civil rights laws.

18. Death of Coach. This Agreement shall terminate automatically if Coach dies. Any such termination shall not be reason for payment of any compensation or remuneration as provided in this Agreement.

19. Renewal. This Agreement is renewable solely upon express written agreement of the parties provided; however, if the parties agree to the continuation of Coach's services after expiration of the aforesaid term without execution of a new agreement or amendment to extend the term, then this Agreement shall be extended automatically on a month-to-month basis until terminated by either party upon thirty (30) days prior written notice.

20. Non-Tenure Appointment. This employment in no way grants to Coach a claim to tenure in employment or any year of employment attributable to tenure.

21. Conditions and Terms. The employment relationship between Coach and University shall be determined by the terms and conditions of this Agreement and with any applicable policies of the University and its governing board.

22. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Tennessee without reference to its choice of law provisions. Any and all claims against the State of Tennessee, including University or its employees, based upon this Agreement shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against University shall be limited expressly to claims paid by the Claims Commission pursuant to T.C.A. Section 9-8-301 *et seq.*

23. Severability. If any provision of this Agreement shall be determined to be void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such determination, and the validity and enforceability of all remaining provisions shall not be affected thereby.

24. Drug Free Workplace. Coach agrees as a condition of his/her employment to abide by the Drug Free Workplace Act of 1988 and to notify Human Resources of any criminal drug conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

25. Elimination of Program. University may cancel this Agreement at any time upon reasonable notice in the circumstances that will in no case exceed thirty (30) days without further obligation due to the State of Tennessee's reduction or elimination of funds to the University, a determination by its governing board to eliminate the Program, or a University decision to discontinue the Program.

26. Amendment. This Agreement may be amended only in writing, signed and agreed to by the University President, Director of Athletics, and Coach, and subject to governing board approval if required.

27. Entire Agreement. This Agreement contains the final and entire agreement and understanding between University and Coach and is the complete and exclusive statement of its terms. This contract supersedes all prior agreements and understandings, whether oral or written.

IN WITNESS WHEREOF, Coach and the duly authorized representatives of University have caused this Agreement to be executed on the dates indicated.

TENNESSEE TECHNOLOGICAL UNIVERSITY

DIRECTOR OF ATHLETICS:



Mark Wilson

Date: October 4, 2023

HEAD COACH:



Matt Bragga

Date: 10/4/23

PRESIDENT:



Philip Oldham

Date: 10/10/2023



Office of Human Resources
TENNESSEE TECH

Performance Compensation

July 2022

For: Matthew Bragga
Baseball

Tennessee Tech is pleased to announce that performance increases have been approved for FY23. The purpose of our Performance Evaluation Program is to recognize and reward outstanding performance.

Upon recommendation of your department, your new annual salary will be \$159,804 effective July 1, 2022.

Thank you for your continued service and commitment to the growth of TTU.



Department of Athletics
1000 N. Dixie Avenue • Campus Box 5057
Cookeville, TN 38505-0001
931-372-3940 • Fax: 931-372-3114
TTUsports.com

NOV 04 2021
The University of Tennessee
Cookeville, TN 38505

MEMORANDUM

TO: Kevin Vedder, Associate Vice President for Human Resources
VIA: President Philip Oldham
FROM: Mark Wilson, Director of Athletics
DATE: November 4/21
SUBJECT: Direct Hire – Head Baseball Coach

Please accept this memorandum as a request to direct hire Matt Bragga into the position of Head Baseball Coach effective November 15th, 2021, at an annual salary of \$103,000.



November 8, 2021

Matthew Bragga

Dear Matthew:

Tennessee Tech is pleased to offer you the position of Head Baseball Coach for the Athletics department at a monthly salary of \$8,583.33 effective November 11, 2021. The offer is contingent on you satisfying all university required background investigations appropriate to the position and are otherwise in good standing. Please note it is a Class A misdemeanor to misrepresent academic credentials (T.C.A. Sec. 49-7-133). Your acceptance of this offer letter includes the following terms:

1. Prior to your employment date, you must provide the Office of Human Resources with proof of your eligibility to work in the United States and complete any documents required for employment. Please note direct deposit is required. You are also required to attend a new employee orientation within your month of hire. The date of your orientation is December 9, 2021. For more information, please contact Human Resources at 931/372-3034.
2. Your employment is subject to federal and state laws and Tennessee Tech's policies and requirements. You agree to abide by all applicable laws, policies, procedures, and guidelines, including but not limited to, the Family Education Rights and Privacy Act (FERPA) and complete any and all applicable training as determined by Tennessee Tech.
3. If you are found in violation of the NCAA regulations, you shall be subject to disciplinary action as set forth in the provisions of the NCAA procedures and TTU policies.
4. You agree to abide by Tennessee Tech Policy 732 regarding Intellectual Property. You may review the policy at <https://tntech.policytech.com/dotNet/documents/?docid=977&public=true>.
5. Your employment and the above-stated salary are in consideration of your satisfactory performance of the duties and responsibilities assigned to you as an employee of Tennessee Tech.
6. You understand that as an at-will employee, your employment may be terminated at any time without prior notice.

We look forward to working with you at Tennessee Tech University!


Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin Vedder'.

Kevin Vedder
Associate Vice President for Human Resources

Please confirm your acceptance of this offer of employment by signing below and returning to Human Resources within five (5) business days.

I have read and understand the terms of employment and accept the position.

DocuSigned by:

AB41768EEA03473...
Signature

11/8/2021
Date Signed

Matthew Bragga
Printed Name



11/8/2021



Office of Human Resources
TENNESSEE TECH

Notice of Salary Increase

For: Matthew Bragga

Dear Matthew,

I am pleased to announce that salary increases have been approved for FY18.

The salary increase reflects the following component:

- Cost of Living Adjustment – \$1,000 effective July 1, 2017

Following the above increase, your new annual salary will be \$101,000.

Thank you for your continued service and commitment to the growth of TTU.

I wish you the best,

Philip B. Oldham

President

Department: Baseball

Tennessee Tech University
Received
FEB 24 2017
Human Resources

TENNESSEE TECHNOLOGICAL UNIVERSITY

AGREEMENT OF EMPLOYMENT

This Agreement is entered into by and between Tennessee Technological University (hereinafter "University") and Matthew Bragga (hereinafter "Coach").

WHEREAS, University desires to utilize the services of Coach as Head Coach of its intercollegiate Baseball program (hereinafter "Program") under the terms and conditions as set forth herein, and

WHEREAS, Coach agrees to provide his/her services as Head Coach of University's Program under the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the premises above recited, and of mutual covenants herein contained, the parties agree as follows:

- Employment. Subject to the conditions stated in the provisions of this Agreement, University hereby employs Coach as Head Coach of its Program and Coach hereby agrees to and does accept the terms and conditions for said employment outlined herein. Coach shall perform such duties as are detailed in Section 4 of this Agreement. Coach also agrees to perform any duties that may be assigned in connection with the supervision and administration of the Program, and any such other duties and responsibilities as assigned by the University's Director of Athletics or designee. Coach, in addition to coaching duties, shall be available for public service duties on behalf of University including, but not limited to, fundraising and academic promotions, where no job related conflicts exist.
- Term. The term of this Agreement shall begin on January 1, 2017, and shall terminate on June 30, 2020, subject to the conditions stated herein. This Agreement is renewable solely at the option of the University and in no way grants the Coach a claim to tenure or continued employment with the University, or expectations of continued employment with the University.
- Compensation. In consideration for Coach's services and satisfactory performance of the conditions of this Agreement, University agrees to pay Coach:

a. A monthly rate of \$6,282.25, for a total base salary of \$75,387 per annum. Compensation shall be paid on a monthly basis on the last working day of each month. It is agreed that the compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees.

b. Coach shall receive all State of Tennessee authorized salary increases, adjustments and bonuses that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes.

c. Coach shall be entitled to the full range of fringe benefits on the same terms as provided to other full-time non-academic administrative employees of the University.

4. Duties and Responsibilities of Head Coach. Coach will report to the Director of Athletics and will be responsible for the coaching, leadership, recruiting, supervision, and promotion of the Program at the University during the term of this Agreement and any extensions hereof, providing leadership in building and maintaining a competitive, quality program which will reflect the values and high standards of the University. Coach hereby agrees that the duties of Coach are the essence of the Agreement and to accept such employment and to devote his/her attention and best efforts, on a full-time basis, to the performance of his/her duties hereunder, which duties shall include the following:

4.1 Administering, managing, and leading the Program at the University in such a manner as to reflect positively on the image and reputation of the University at all times, in accordance with the University's mission and in conformance with National Collegiate Athletic Association (NCAA) rules and regulations and the policies and procedures of the University and its governing board within an approved budget.

4.2 Recommending for employment and managing the assistant coaches and other staff necessary and appropriate to assist Coach in meeting his/her responsibilities hereunder which shall also include supervision and evaluation of administrative and Program staff.

4.3 Demonstrating commitment to and responsibility for NCAA, Ohio Valley Conference (OVC), University, and governing board rules compliance. This includes being

knowledgeable of, adhering to, and assuring and monitoring compliance by all student-athletes, assistant coaches, staff, volunteers, and boosters with applicable governing constitutions, bylaws, rules, policies, interpretations, and regulations of the NCAA, OVC, University, and its governing board. Coach shall immediately advise the Compliance Officer if Coach has reason to believe that violations have occurred or will occur and shall cooperate fully in any investigation of possible NCAA violations conducted or authorized by the University or NCAA at any time.

4.4 Supervising student-athletes in the Program and issuing appropriate disciplinary action when necessary.

4.5 Understanding, observing, upholding, valuing, and championing the University's academic standards, requirements, and policies; and promoting an environment in which admissions, financial aid, academic services for student-athletes and recruiting can be conducted consistently with the University's mission, which shall include assisting with discipline of athletes failing to meet academic requirements and responsibilities, including minimum grade point averages and attendance at classes, study halls, and tutoring sessions. Coach shall consider the academic performance of individuals and team as of the utmost importance and shall formulate team policies and actions that encourage class/study hall/tutoring session attendance and academic performance that lead to timely progress toward degree for student-athletes.

4.6 Maintaining and cultivating effective relations with governing boards, associations, conferences, committees, institutional alumni, the media, the public, students, faculty, staff, and friends of the University with respect to the Program.

4.7 Fulfilling all radio and television appearance responsibilities for the Program; making sufficient public relations and public speaking appearances, including but not limited to speaking engagements, fundraising activities, academic promotions, receptions at legislative meetings, governing board functions, alumni functions, booster activities, University development and foundation activities, news media appearances, and speaking engagements or other activities for not-for-profit organizations; cooperating with new media; and any other

obligation assigned by the Director of Athletics. For the purpose of this provision, the Director of Athletics in his sole discretion will determine what constitutes sufficient appearances.

4.8 Teaching the mechanics and techniques of baseball to team members, coaching student-athletes, overseeing daily practices, analyzing and instructing student-athletes in areas of deficiency.

4.9 Directing the conditioning of student-athletes to achieve maximum athletic performance; assessing student-athletes' skills, and assigning team positions; evaluating own and opposing team capabilities to determine game strategy.

4.10 Other coaching duties and responsibilities, including but not limited to, analyzing performance and instructing student-athletes in game strategies and techniques to prepare them for athletic competition; observing student-athletes while they perform to determine need for individual or team improvement; coaching student-athletes individually or in groups; demonstrating Program sport techniques to prepare student-athletes for successful competition; overseeing daily practices of student-athletes to instruct them in areas of deficiency; and determining strategy during games, independently or in conference with other coaching staff members.

4.11 Organizing and directing a recruiting program that seeks student-athletes who have the ability to perform at the highest level of success in the conference while ensuring that they have the ability to make progress toward degree and eventual attainment of a degree. Coach shall also seek to recruit student-athletes who bring praise to the team and the Department of Athletics for their character and behavior.

4.12 Exhibiting a high degree of sportsmanship in all actions as a coach during practices, games, pregame and postgame comments, and in the promotion and marketing of the Program and Department of Athletics, while emphasizing sportsmanlike behavior to staff and student-athletes with recognition of the high value placed on sportsmanship by the NCAA, OVC, and University.

4.13 Working in conjunction with the Director of Athletics in scheduling game opponents, including game guarantees, to maximize attendance and support while being aware of and minimizing missed class time. The Director of Athletics shall have final approval of scheduling of Program games and game guarantees, including the number of guarantee games played and the amount of revenue required from playing such games.

4.14 Performing other duties as assigned by the Director of Athletics and/or his designee.

5. Camps and Clinics. Coach shall be allowed, as long as Coach is the Head Baseball Coach to conduct private baseball camps/clinics. The camp dates shall be coordinated with the other athletic camps and events held at University, with priority determined by the Director of Athletics based on facility limitations and gender equity concerns. The manner, means and details of the camps, including but not limited to, fees, giveaways, concessions, etc., must be submitted in writing to and approved by the Director of Athletics prior to the camp being advertised, and all camps shall be run within NCAA, OVC, TTU, and governing board rules, policies, and procedures, including compliance with TTU policies related to minors on campus.

5.1 University shall not be compensated for Coach's use of the practice or playing facilities. Other facilities, including, but not limited to, non-playing or practice facilities such as swimming pool, residence halls, and dining facilities, may be utilized provided University is compensated for such use at the best rate offered to any other group for the use of the same facilities. In addition, Coach agrees that he will not use University resources in the furtherance of any such camp, including but not limited to staff time, postage, vehicles, without specific prior written approval from the Director of Athletics and without providing compensation for the use of such resources.

5.2 In consideration for University's allowing Coach to use its practice or playing facilities without charge, Coach agrees to use University dining and residence halls if such services are required and to coordinate such use of campus facilities with other campus functions in athletics or the University.

5.3 University is not responsible for and does not guarantee any revenue from the camps. Moreover, since the camp shall be a private venture, Coach shall not indicate directly or indirectly that it is a University camp except the Coach shall be granted the right to use athletic logos, marks, nicknames, colors, in the promotion and marketing of the camps. The logos, marks, nicknames and colors must be used in the manner as prescribed in Athletics policy, practice and procedures and prior approval for printed, screened or otherwise produced logos, marks, and colors; and further, shall only be ordered through an officially licensed representative. Only the Director of Athletics may grant a waiver of this last condition and it must be in writing signed by the Director of Athletics. All printed material shall be approved by the appropriate Athletics compliance person at the University, must follow the approval process within University guidelines, and shall state in plain language that the camp is not a University-sponsored event.

5.4 Coach shall carry adequate public liability insurance, naming the University as an additional insured, with limits in an amount no less than the limits set forth in T.C.A. Section 9-8-307(e), and shall carry other appropriate forms of insurance, pay all taxes incident thereto, and otherwise protect and hold harmless University from any and all liability that may occur or arise out of the camp. At least two (2) weeks prior to the beginning of the camp, coach shall show evidence of insurance coverage for the camp that is satisfactory to the University, in its sole discretion, and will provide a copy of the policy to the University at least three (3) days prior to the beginning of the camp.

5.5 If Coach chooses to have a sport camp, the Coach further agrees to abide by all NCAA rules and regulations in camp operations. As a part of the NCAA regulations, Coach agrees to provide to University or any auditor assigned by University any and all records of camp, including financial receipts, deposits, bank statements, etc. as needed to insure compliance with NCAA rules and regulations.

6. Radio/TV/Promotional Appearances. In addition to the public appearance responsibilities outlined in Section 4.7, University agrees to attempt to arrange for a pre-game and/or post-game

show during the regular Program game radio broadcasts for which Coach will provide commentary as required by the Director of Athletics. University agrees to attempt to arrange for a weekly TV show if a station is available during the season. Coach will be compensated for these efforts at the sole discretion of the Director of Athletics. If there is no compensation, then Coach is still required to meet the conditions of this clause. Coach also shall cooperate and provide commentary for promotional and marketing radio spots, TV spots, and other such spots as required by the Director of Athletics. Coach shall be available on a reasonable basis as requested by the Director of Athletics for personal appearances for the marketing and promotion of the Program and other Department of Athletics initiatives. Coach shall promote, market and otherwise make efforts to gain community and financial support for Program and the Department of Athletics in a cooperative manner with the ongoing efforts of the Department of Athletics. University reserves the right to use Coach's name, likeness, and information to promote the program, Department of Athletics, and University.

7. Automobile. University, at its own discretion, may use its efforts during each year of this Agreement to provide Coach with the use of one (1) automobile from local automobile dealers or other sources. If provided a car, Coach agrees to be responsible for all expenses associated with operating the automobile, including but not limited to, insurance, liability to the dealers and third parties, fuel, service and maintenance expenses, etc. Coach will be reimbursed for mileage for use of the car on official University business. Upon request of the dealers or in the event University either terminates the services of Coach pursuant to the provisions of this Agreement or Coach no longer provides his/her services as head coach for University, Coach agrees to return the automobile to the dealer or to deliver such automobile to the designated representative of University within ten (10) business days of written notification from the dealer or University. Coach will be allowed to seek automobiles for his/her and other staff use, only with approval by the Director of Athletics, and in conjunction with the efforts of the Department of Athletics to provide for other programs, and those efforts are only allowed if in compliance with Title IX gender equity requirements.

8. Endorsement, Consultation, or Merchandising Contracts. Coach may pursue endorsement, consultation, or merchandising contracts with athletic shoe, apparel, or equipment manufacturers. All such contracts must be executed by the Coach in his/her individual capacity and by the University and must be consistent with the University's procurement policies and guidelines.

9. University Name and Logos. Coach agrees that Coach shall not directly or by implication use University's name or logos in the endorsement of commercial products or services other than allowed for in this Agreement, and/or in no way use Coach's employee standing as Head Baseball Coach for personal benefit or gain except as allowed by University, its governing board, and NCAA policies and regulations. Any agreements for consultation, gifts, gratuities, endorsements of commercial products, serving on advisory boards (including those of athletic sporting goods companies, etc.) shall have the prior written approval of the Director of Athletics, or if required by University or its governing board policy, the President of the University. Coach is expressly not allowed to accept a fee based upon any and all Program contracts. Any violation of this provision may be considered a conflict of interest and grounds for termination of Coach for cause.

10. NCAA Bylaw 10. Coach is bound by NCAA Bylaw 10 of any current NCAA Manual to perform all duties in the ethical manner proscribed in this Article. Any violation of this provision may be considered grounds for termination of Coach for cause.

11. NCAA Bylaw 11. Coach is bound by NCAA Bylaw 11 of any current NCAA manual to perform all duties in the manner proscribed in this Article. Any violation of this provision may be considered grounds for termination of Coach for cause.

11.1. Pursuant to Article 11.2.1 of the current NCAA Division I Manual or any future revision of the same, Coach is subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment at the sole discretion of the University for significant or repetitive violations of NCAA Rules.

11.2. Coach acknowledges that he/she understands that the sale or trade for personal benefit of complimentary tickets to University events is prohibited by University policy.

12. Seeking Other Employment in Athletics. Coach agrees that he/she shall not personally, or through any agent, actively seek, negotiate for, or accept other full-time or part-time employment in another University's athletics program during the term of this Agreement without first having obtained written consent from the President of the University.

13. Conditions and Terms. Coach agrees to provide services as head coach consistent with the terms and conditions of this Agreement, the laws of the State of Tennessee, the policies and procedures of University and its governing board, the constitution, bylaws and rules and regulations of the NCAA, and of any conference with which University may be affiliated. In addition to the aforesaid, Coach agrees to perform the services under this Agreement diligently and faithfully.

14. Disciplinary Actions. University may terminate the employment of Coach for cause, suspend Coach for a period of time it deems appropriate with or without pay; modify Coach's duties; or impose disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures or University and governing board policy (collectively or individually hereafter referred to as "contemplated action") upon the occurrence of any of the following:

14.1 Violation of any NCAA rule or regulation applicable to any prior or current employer of Coach which was at the time of such employment a member of NCAA;

14.2 Involvement in any significant or repetitive violation of NCAA rules or regulations;

14.3 Involvement in any deliberate or negligent violation of NCAA rules or regulations;

14.4 Conviction of a felony or misdemeanor involving fraud, dishonesty, or moral turpitude;

14.5 Deliberate or negligent violation of any University or governing board policy or guideline;

14.6 Deliberate or negligent violation of any other term of this Agreement.

14.7 The above-specified actions may be taken if Coach has engaged in direct action, but also if Coach actually knew of or was negligent in discovering violations of NCAA rules or regulations or University and its governing board policies by Program staff, including assistant coaches, staff or boosters and Coach failed to act on or attempt to correct such violations, and also, if Coach knew of violations of NCAA rules or regulations and did not report them to a proper authority proscribed by NCAA rules, or Department of Athletics policies.

14.8 Cause shall also include misconduct, moral turpitude, or a pattern of unprofessional or unsportsmanlike behavior, insubordination, refusal, neglect, or failure to render services or otherwise fulfill the duties and obligations established in this Agreement.

14.9 Coach may request review of an employment action only in accordance with the applicable University Human Resources policies.

14.10 If this Agreement is terminated for cause as set forth above, Coach shall forfeit the right to continued payment of base salary and any related benefits as of the first day after the termination occurs.

15. Termination Prior to Expiration of Agreement. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement upon thirty (30) days written notice to the other party.

16. Bonuses. Coach shall be paid a bonus of \$2,000 during any fiscal year that Program team wins either the Ohio Valley Conference regular season championship or the Ohio Valley Conference post-season tournament championship; or if Coach is named Coach-of-the-Year by the Ohio Valley Conference. Bonus shall be limited to \$2,000 even if more than one of these events occurs, except an additional bonus of \$500 shall be given for team being selected to the NCAA playoffs as an automatic qualifier or at large selection. Coach is only entitled to a bonus if Coach is employed as the Coach at the time of the triggering event.

16.1 Coach shall be paid a bonus when his/her team over a four academic-year rolling average meets or exceeds the standards of the NCAA APR program. Coach is only entitled to

this when all four academic years of the APR are teams that he/she has been the head coach for AND only if he/she is the head coach at the time the official APR Public Report is released by the NCAA. If these conditions are met, Coach would receive one of the following bonuses:

a. \$500 for a 940 score (or 10 points above any newer standard set by the NCAA to replace the current 930).

b. \$1,000 for a 930 score (or newer standard set by the NCAA to replace the 930) and reach the 70th percentile.

c. \$1,500 for a 930 score (or newer standard set by the NCAA to replace the 930) and reach the 80th percentile.

d. \$2,000 for a 930 score (or newer standard set by the NCAA to replace the 930) and reach the 90th percentile.

17. Nondiscrimination. Coach shall not discriminate against any individual, including but not limited to, employment of assistant coaches and other staff, recruitment of players and participants in summer camps, because of race, religion, creed, color, sex, age, disability, veteran status, or national origin or any other category protected by state or federal civil rights laws.

18. Death of Coach. This Agreement shall terminate automatically if Coach dies. Any such termination shall not be reason for payment of any compensation or remuneration as provided in this Agreement.

19. Renewal. This Agreement is renewable solely upon express written agreement of the parties provided; however, if the parties agree to the continuation of Coach's services after expiration of the aforesaid term without execution of a new agreement or amendment to extend the term, then this Agreement shall be extended automatically on a month-to-month basis until terminated by either party upon thirty (30) days prior written notice.

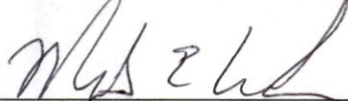
20. Non-Tenure Appointment. This employment in no way grants to Coach a claim to tenure in employment, or any year of employment attributable to tenure.

21. Conditions and Terms. The employment relationship between Coach and University shall be determined by the terms and conditions of this Agreement and with any applicable policy of the University and its governing board.
22. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Tennessee without reference to its choice of law provisions. Any and all claims against the State of Tennessee, including University or its employees based upon this Agreement, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against University shall be limited expressly to claims paid by the Claims Commission pursuant to T.C.A. Section 9-8-301 et seq.
23. Severability. If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such determination, and the validity and enforceability of all the remaining provisions shall not be affected thereby.
24. Drug Free Workplace. Coach agrees as a condition of his/her employment to abide by the Drug Free Workplace Act of 1988 and to notify Human Resources of any criminal drug conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
25. Elimination of Program. University may cancel this Agreement at any time upon thirty (30) days notice without further obligation due to the State of Tennessee's reduction or elimination of funds to the University, a determination by its governing board to eliminate the Program, or a University decision to discontinue the Program.
26. Amendment. This Agreement may be amended only in writing, signed and agreed to by the University President and Director of Athletics, and Coach, and subject to governing board approval if required.
27. This Agreement contains all of the terms between the parties and may be amended only in writing, signed and agreed to by both parties.

IN WITNESS WHEREOF, Coach and the duly authorized representatives of University have caused this Agreement to be executed on the dates indicated.

TENNESSEE TECHNOLOGICAL UNIVERSITY

DIRECTOR OF ATHLETICS:



Mark Wilson

Date: January 3, 2017


HEAD COACH:



Matthew Bragga

Date: 2/21/17

PRESIDENT:



Philip Oldham

Date: 2/22/2017