

#9500070877

THE UNIVERSITY OF TENNESSEE
CONTRACT

This Contract, made and entered into on April 2, 2018, documents the agreement between The University of Tennessee ("University") and Gary Terence Green dba Recreation Consulting, LLC ("Contractor").

This Contract consists of this cover page, the University's Standard Terms and Conditions, and 2 additional pages. Terms contained on this cover page and the University's Standard Terms and Conditions shall prevail over those of any attachment unless otherwise stated under "Other terms" below.

The Contractor will provide the following: Examination, Evaluation and Recommendations to Improve Student-Athlete Recruiting Practices of the Football Program at the University of Tennessee by Dr. Gary T. Green dba Recreation Consulting, LLC. per the attached proposal.

The period of performance under this contract is from 4/2/18 through 12/31/18. However, the University may terminate this Contract by giving the Contractor at least thirty (30) days written notice before the effective termination date, in which event the Contractor shall be entitled to receive equitable compensation for satisfactory authorized work completed as of the termination date.

The University will compensate Contractor \$24,000 per schedule in attached proposal.

Other payment terms (N/A if none): Payment and reimbursement of travel expenses per attached proposal




The University's maximum financial obligation under this Contract is \$29,000. University's maximum financial obligation is not subject to increase for any reason, unless this Contract is amended by a written amendment that is signed by authorized officials of both parties.

Other terms (N/A if none): NA

It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.

In witness of their acceptance of the terms of this Contract, the parties have had this Contract executed by their duly authorized representatives.

FOR CONTRACTOR:

	<u>Gary Terence Green</u>	<u>5th APRIL 2018</u>
Signature	Printed Name	Date
<u>OWNER</u>		<u>(706) 296-3029</u>
Title	Telephone	
	Address	

FOR UNIVERSITY:

<u>Athletics - Football</u>	<u>E018605001</u>	
Department Name	Department Responsible Fund	Departmental Signature (optional)

<u>Chris Cimino</u>	<u>Chris Cimino</u>	<u>4/5/2018</u>
DocuSigned by: Authorized Official Signature	Printed Name / Title	Date
	<u>Sr. Vice Chancellor for Finance & Administration</u>	

UNIVERSITY'S STANDARD TERMS AND CONDITIONS

1. The University is not bound by this Contract until it is approved and signed by appropriate University authorized official(s). A list of the University's authorized officials is located here: <http://treasurer.tennessee.edu/contracts/contracts/signature.html>
2. This Contract may be modified only by a written amendment which has been executed and approved by the authorized officials of both parties. A list of the University's authorized officials is located here: <http://treasurer.tennessee.edu/contracts/contracts/signature.html>
3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
8. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
9. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
10. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - a. Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - b. A Contractor shall not make or influence University decisions or use University resources in a manner that results in financial gain outside any current or future Contracts for either the Contractor or his/her relatives or unfair advantage to or favored treatment for a third party outside the University.
 - c. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research. The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:
 - a. Any partners or employees of the Contractor who are also employees of the University.
 - b. Any relatives of the Contractor's partners or employees who work for the University.
 - c. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
11. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
12. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law). To the extent Contractor's work is not deemed to constitute "work-made-for-hire," Contractor hereby assigns and transfers to the University all of Contractor's right, title and interest in and to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract.
13. For personal, professional, and consultant services, the Contractor shall submit brief, periodic progress reports to the University as requested.
14. In compliance with the requirements of Tenn. Code Ann. § 12-3-309, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.
15. Any activities performed within the University of Tennessee facilities in support of this contract shall be executed in accordance with all applicable safety and environmental standards. Covered activities include but are not limited to the installation, servicing and maintenance of devices or equipment. Requisite safety standards include those promulgated by the Tennessee Occupational Safety and Health Administration (TOSHA), the Tennessee Department of Environment and Conservation (TDEC), Tennessee Division of Radiological Health, and any other regulation or related consensus standards which may apply to the device, equipment, or services covered under this contract. All hazardous substances and materials, including waste, under the control of the contractor shall be managed in accordance with applicable EPA and TDEC regulations. *Failure to abide by regulatory requirements may result in termination of the contract by the university. Any fines imposed against the University as the result of a contractor's failure to abide by regulations shall be the contractor's responsibility.*
16. This Contract is the entire agreement between the University (including University employees and other end users) and Contractor. In the event Contractor enters into terms of use, end user agreements, or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with University employees or other end users, such agreements shall be null, void, and without effect, and the terms of this Contract shall apply.
17. In compliance with the requirements of Tenn. Code Ann. § 12-3-306, the Contractor hereby attests that the Contractor has registered with the State of Tennessee's Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

University of Tennessee
Jeremy Pruitt (Head Football Coach)

Proposal to Examine, Evaluate and Improve Student-Athlete Recruiting Practices of the
Football Program at the University of Tennessee (UT)

Dr. Gary T. Green
(Recreation Consulting, LLC)

March 8th, 2018

gtgreen31@gmail.com

(706) 296-3029

University of Tennessee (UT)

Football Program

Proposed Work Plan

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1. Introduction

Technology has significantly changed and leveled the playing field in regards to how universities and sport programs recruit student-athletes. Nowadays, due to technology (Skype, Video Conferencing, Texting, etc), social media (Facebook, Facetime, Snapchat etc.), and the diminishing importance of the geographical proximity of a student-athlete to a recruiting university, factors such as time, access and geographic location are no longer dominating factors in determining where a student-athlete will ultimately decide to commit and attend. Therefore, universities and sport programs are relying more heavily on their recruiting practices to attract student-athletes. However, to date, very few universities or sport programs actively examine and evaluate the quality and structure of their recruiting practices or more importantly the quality of the recruiting experience for a student-athlete. Yet, having strong and consistent recruiting practices is crucial to obtaining student-athletes (especially those identified with significant potential) and to the future success of any athletic program or sport, such as Football at UT.

2. Goals and Objectives for Improving the Recruiting Practices of the Football Program at UT

Pursuing the goals identified below for improving the recruiting practices of the Football Program at UT will involve a comprehensive and rigorous process. However, signs of significant gains in recruiting for the Football Program at UT should appear as specific action items are implemented. This process will entail:

1. A comprehensive examination of the existing recruiting practices of the Football Program at UT;
2. An examination of the recruiting practices of the Football Program, at the individual and team level, from the perspectives of the coaches;
3. An examination of the recruiting practices of the Football Program, at the individual and team level, from the perspectives of the staff;
4. An examination and evaluation of the recruiting experience practices from the perspectives of student-athletes in the Football Program;
5. Implementation of strategies aimed at coordinating coaches, staff and student-athletes efforts and communication during recruiting visits;
6. Implementation of strategies aimed at obtaining pre-visit recruiting information necessary to enhance a student-athlete's official and unofficial visits;
7. Adjustments to the existing recruiting practices based upon evaluations and monitoring of new recruits' visits and their itineraries;
8. Implementation of strategies aimed at enhancing the level of coordination and consistency between coaches, staff and student-athletes in the Football Program during recruiting visits;
9. Adoption or adaption of some existing best recruiting practices within the Football Program;
10. Some level of a learning curve for some coaches, staff and student-athletes;

A. Goals for Improving Recruiting Practices of the Football Program at UT:

To create, develop and implement a tailored recruiting process for the Football Program at UT that will provide the opportunity for an optimal recruiting experience for student-athletes (especially those identified with significant potential), which results in a higher probability of them signing with UT. To also help improve the quantity, consistency and quality of communication between coaches, staff and student-athletes within the Football Program during recruiting visits.

B. Objectives for Improving Recruiting Practices of the Football Program at UT:

- 1.1. To examine, understand and assess UT's existing student-athlete recruiting practices of the Football Program from the perspectives of a) coaches, b) staff, and c) student-athletes.
- 1.2. To create and develop a Post-Recruiting experience survey for Freshmen/Sophomores designed to evaluate UT's existing student-athlete recruiting practices of the Football Program.
- 1.3. To implement the Post-Recruiting Experience survey on Freshmen/Sophomores in the Football Program.
- 1.4. To analyze the collected data from the Post-Recruiting Experience survey and report findings to the head coach, coaches and staff of the Football Program, with the aim of improving their recruiting practices.
- 1.5. To design Pre-visit questions, administered to recruits for the Football Program before they visit, that captures their optimal preferences for a recruiting visit.
- 1.6. To provide feedback and direction on how the collected data from the Pre-visit questions may be used in recruiting practices and report findings to the head coach, coaches and staff of the Football Program, with the aim of improving the recruiting practices.
- 1.7. To examine, assess and evaluate the effects of suggested improvements to the recruiting practices of the Football Program and adapt existing practices as necessary.
- 1.8. To help build a database for the Football Program.
- 1.9. To periodically adapt Post-Recruiting Experience surveys for new recruits to the Football Program (as needed*) who attend UT.
- 1.10. To foster greater and more effective communication and information sharing between coaches, staff and recruits/student-athletes.

(* Additional consulting would be on an as needed basis)

3. Outline of the Evaluation Process (Timeline may be subject to change depending upon availability of Coaches, Student-athletes and Dr. Green)

- *P denotes "Principal Researcher" Dr. Green

April/May 2018 (3 days)	<ul style="list-style-type: none">-Analysis existing data on recruiting practices and trends and create presentation for the UT Football Program- Provide presentation on best recruiting practices and trends to coaches and staff of the UT Football Program.-Review existing recruiting itineraries and recruiting practices of the Football Program at UT.-Dr. Green will meet with the Head Coach, Assistant Coaches and staff of the Football Program at UT. Establish relationships and explain/present the evaluation process.
May/June 2018 (3 day3 @ P)	<ul style="list-style-type: none">-Interview coaches and staff of the Football Program and discuss their perspectives of their recruiting practices.-Present preliminary findings from interviews.^
June/July 2018 (3 days @ P)	<ul style="list-style-type: none">-Interview freshman and sophomore student-athletes of the Football Program at UT and discuss their recruiting experience.- Interview groups of freshman and sophomores student-athletes-Present preliminary findings from interviews.^
July 2018 (2 days @ P)	<ul style="list-style-type: none">-Create a recruiting post recruiting experience survey for the Football Program. ^-Implement a post recruiting experience survey on existing student-athletes within the Football program (implemented by onsite staff).
August 2018 (4 days @ P)	<ul style="list-style-type: none">-Data entry, cleaning, etc. Create datasets.^-Analyze data and summarize findings.
August 2018 (1 day @ P)	<ul style="list-style-type: none">-Present findings of post recruiting experience surveys to coaches and staff for the Football program at UT.^-Recommend suggested changes to coaches and staff concerning their recruiting practices.^
	<p>“^” Denotes: Deliverables</p>
September 2018- December 2019	<ul style="list-style-type: none">- Dr. Green will be available for any follow-up advice or insights concerning Football’s recruiting practices at UT.

4. **Budget - Personnel Expenses:**

16 days of Principal Researcher (P) Dr. Green 16 @ \$1,500 per *day = \$24,000
“*” Denotes 8-10 hour working day

Overhead Expenses:

Administrative Costs (Project costs \$24,000 @ \$0.15 = \$3,600 (waived))

As a Token of Good Faith and to Promote Future Positive Working Relations with UT and the Football Program the Administrative Fee (-\$3,600) is Waived.

Total Project Cost = \$24,000 (Payments To Be Made in 4 Installments = May 15th, 2018 - \$6,000; June 15th 2018 - \$6,000; July 15th 2018 - \$6,000 and August 15th 2018 - \$6,000).

Dr. Green will provide invoices for each payment and for any agreed upon costs (Hotel, travel etc) not covered directly by UT.

N.B. Expenses related to travel mileage, food (but no alcohol), hotel accommodation, etc for this research would be reimbursed by UT, any additional expenses will be pre-approved by UT.

Payments to be made to:
Recreation Consulting, LLC
504 Lacebark Drive,
Athens, GA 30605
Tel. (706) 296-3029

5. Personnel

Research Director

Dr. Gary T. Green has over 20 years of experience conducting surveys related to sports and recreation. Dr. Green has been the Research Director of the National Survey on Recreation and the Environment (NSRE) for the USDA Forest for over 12 years. The NSRE is the largest survey in the world that examines people's perceptions, attitudes, opinions, knowledge and preferences towards outdoor recreation participation and sporting activities. Dr. Green has designed and implemented thousands of survey questions and conducted thousands of interviews, and hence brings tremendous insight into the understanding of the "Human Dimensions or Aspects" of people's expectations and preferences. For the past fifteen years, Dr. Green has been specifically examining and evaluating the recruiting practices of various collegiate sports (basketball, beach volleyball, equestrian, football, gymnastics, softball, swimming and diving, tennis, track and field, volleyball, etc) in relation to their recruiting of student-athletes. Dr. Green has also examined and evaluated the quality and consistency communication practices within programs. Every program Dr. Green has worked with has seen an improvement, in some cases significantly, in their recruiting and communication practices and in their signing of high-profile recruits, which speaks to the effectiveness of Dr. Green's evaluation process.

Dr. Green earned his Doctorate in Education (Recreation and Administration), a Masters in Sports Management at the University of Georgia and another Masters in Business (focus on Sport Management) at the University of London. Dr. Green conducts extensive research on the "Human Dimensions" of natural resources, recreation and tourism. His primary role in this proposal will be:

- Responsibility for creating and implementing post recruiting and experience surveys for the Football program
- Responsibility for interviewing all coaches and staff
- Responsibility for interviewing existing freshman and sophomore student athletes for the Football program
- Responsibility for creating the post-recruiting surveys
- Responsibility for reporting all preliminary findings
- Responsibility for instructing coaches and staff on how to implement the surveys
- Responsibility for data management
- Responsibility for data analysis and summarizing all findings
- Responsibility for presenting final findings to coaches and their staff
- Instructing recruiting staff on how to implement/assess pre-visit questions
- Maintaining relationships with head coach, coaches and staff