

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 10, 2017**

TAB	DESCRIPTION	ACTION
1	CHIEF EXECUTIVE OFFICER EMPLOYMENT AGREEMENTS/TERMS	Motion to approve
2	IDAHO PUBLIC TELEVISION Agency Director Compensation	Motion to approve
3	BOISE STATE UNIVERSITY Multi-Year Employment Agreement – Head Women’s Basketball Coach	Motion to approve

THIS PAGE INTENTIONALLY LEFT BLANK

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 10, 2017

SUBJECT

Chief Executive Officer Contracts

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.E.

REFERENCE

May 2017

Idaho State Board of Education (Board) conducted performance evaluations for the institutions' chief executive officers, including the presidents of Boise State University and the University of Idaho.

June 2017

Board approved salaries for the institutions' chief executive officers, including the presidents of Boise State University and the University of Idaho.

BACKGROUND/DISCUSSION

The Board approved salaries for chief executive officers and agency directors under the direct governance of the Board at the June 2017 Board meeting. The proposed contracts incorporate the approved salaries into the applicable chief executive officer employment agreements. The contracts also extend the terms of the affected presidents' employment agreements for one additional year.

IMPACT

Approval of the proposed employment agreements will implement the Board's recent decisions on salaries and duration into amended employment agreements for the affected chief executive officers.

STAFF COMMENTS AND RECOMMENDATIONS

The provisions of the proposed amended employment agreements conform to the specifications of Board Policy I.E. "Executive Officers" as updated in October 2016.

Staff recommends approval.

BOARD ACTION

I move to approve the amended employment agreement for Dr. Robert Kustra as President of Boise State University.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 10, 2017

I move to approve the amended employment agreement for Dr. Chuck Staben as President of the University of Idaho.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 10, 2017

SUBJECT

Chief Executive Officer Salaries

REFERENCE

May 2017

The Idaho State Board of Education (Board) completed performance evaluations and approved salaries for its Chief Executive Officers

June 2017

The Board approved Chief Executive Officer salaries for the majority of institution presidents and agency heads under the governance of the Board

APPLICABLE STATUTES, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.E.2.c.

BACKGROUND/DISCUSSION

The Board's Executive Director has completed the annual performance evaluation for the General Manager of Idaho Public Television (IPTV). The FY2018 salary recommendation for this position is based on the incumbent's annual evaluation rating and the Change in Employee Compensation (CEC) matrix within the IPTV FY2018 compensation plan that was approved by the Division of Financial Management. Note: Agency heads' salaries are entered into the state payroll system based on the hourly rate.

IMPACT

Approval of proposed salary for the IPTV General Manager will allow staff to enter the FY2018 salary information for this position into the state payroll system.

STAFF COMMENTS AND RECOMMENDATIONS

The proposed salary would be retroactive to the start of the fiscal year. Governor's approval had not yet been rendered as of agenda production.

BOARD ACTION

I move to approve an hourly rate of \$_____ (annual salary of \$_____) for Ron Pisaneschi as General Manager of Idaho Public Television, effective June 18, 2017.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

THIS PAGE INTENTIONALLY LEFT BLANK

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 10, 2017

BOISE STATE UNIVERSITY

SUBJECT

Multi-year contract for Gordon Presnell, Head Women's Basketball Coach

REFERENCE

February 2011	The Idaho State Board of Education (Board) approved a two-year employment agreement with Head Women's Basketball Coach Gordon Presnell.
December 2014	The Board approved a five-year employment agreement with Coach Presnell.
August 2016	The Board approved a new three-year employment agreement with Coach Presnell.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H.

BACKGROUND/DISCUSSION

In August 2016, the Board approved a two (2) year and seven (7) month employment contract extension with Gordon Presnell as the Head Women's Basketball Coach terminating March 31, 2019. Boise State University (BSU) requests approval to enter into a new multi-year contract with Coach Presnell as Head Women's Basketball Coach.

After a great season of winning the Mountain West Conference Championship, playing in the first round of the NCAA tournament (which is the second time in three years and a record setting season for wins of 25-8 overall), Coach Presnell's contract has been renegotiated. The contract includes an automatic extension clause extending one year after each season the team reaches 18 wins. It also changes Coach Presnell's bonus structure and adds an incentive for scheduling away games for which a game guarantee is paid. The proposed contract additionally captures some updates made to the Board template, captures changes regarding outside income, and builds in an annual salary increase.

IMPACT

The new contract will be for four (4) years and seven (7) months - August 13, 2017 – March 31, 2022. The base salary is \$230,000 for the first year, \$240,000 for the second year, \$250,000 for the third and subsequent extension years, with incentives as follows:

Academic Achievement

Academic incentive pay may be earned if annual team APR ranks nationally

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 10, 2017

within women's basketball above the 50th percentile as follows:

National Rank within Sport:

50th - 59.9%	\$ 5,000
60th - 69.9%	\$ 7,500
70th - 79.9%	\$10,000
80th % or above	\$12,500

Athletic Achievement

The greatest of the following:

11 conference wins	\$ 2,000
12 conference wins	\$ 3,000
13 conference wins	\$ 4,000
14+ conference wins	\$ 7,500
Conference Regular Season Champions	\$12,500

The greater of the following two:

Conference Tournament Finalist	\$ 3,000
Conference Tournament Champions	\$12,500

NCAA Tournament Appearance	\$5,000/game
WNIT Appearance	\$3,000/game
18 Wins	\$6,000

In addition, the coach may operate additional summer camps at Boise State pursuant to the proposed agreement.

In the event Gordon Presnell terminates the agreement for convenience, the following liquidated damages will be due: \$40,000 for the first year, \$20,000 for the second year, or \$10,000 for the third year.

ATTACHMENTS

Attachment 1 – Proposed Contract	Page 5
Attachment 3 – Redline from Model	Page 19
Attachment 3 – Redline from Current Contract	Page 37
Attachment 4 – APR Summary	Page 53
Attachment 5 – Liquidated Damages	Page 54
Attachment 6 – Salary and Incentive Comparison Chart	Page 55
Attachment 7 – Max Compensation Calculation	Page 57
Attachment 8 – Contract Checklist	Page 58

STAFF COMMENTS AND RECOMMENDATIONS

Board approval for the proposed head coach employment agreement is required because the maximum potential annual compensation (base salary plus possible bonus and incentive payments) exceeds \$200,000 and the term of the proposed

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 10, 2017

contract exceeds three years. Maximum total compensation for the first year of the contract is projected at \$308,500.00 with increases of \$10,000 per each subsequent year of the agreement as a result of automatic base salary increases of that amount. Incentive payment amounts for academic and athletic achievement have not changed from the previous contract. The request package complies with the requirements specified in Board Policy II.H., the multi-year model contract for coaches, and the coach contract checklist.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to enter into a four year, seven month employment agreement with Gordon Presnell, Head Women's Basketball Coach, commencing on August 13, 2017 and terminating on March 31, 2022, at an initial base salary of \$230,000 with raises and supplemental compensation provisions, as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes ___ No ___

THIS PAGE INTENTIONALLY LEFT BLANK

EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is entered into this _____ day of _____, 2017 (“Effective Date”) by and between Boise State University (the “University”) and Gordon H. Presnell (“Coach”).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach (the “Position”) of its intercollegiate Women’s Basketball team (the “Team”). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University’s Director of Athletics (the “Director”) or the Director’s designee. Coach shall abide by the reasonable instructions of the Director or the Director’s designee and shall confer with the Director or the Director’s designee on all administrative and technical matters. Coach shall also be under the general supervision of the University’s President (the “President”).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University’s athletic program as the Director may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of Coach’s ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position. .

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of four (4) years seven (7) months, commencing on August 13, 2017 and terminating without further notice to Coach on March 31, 2022 (the “Term”) unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University’s Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach’s service pursuant to this Agreement count in any way toward tenure at the University.

2.3. Automatic Extensions. The term of this Agreement will automatically be extended by one (1) additional year commencing on April 1 and concluding on March 31 for each season in which the team has at least eighteen (18) wins. For the purpose of calculation of wins, such wins must occur during the regular season, the conference tournament, the Women’s National Invitation Tournament (“WNIT”), or the National Collegiate Athletic Association

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 10, 2017

ATTACHMENT 1

(“NCAA”) Tournament, to the exclusion of all other pre-season exhibition games or post-season tournaments.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach’s services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) A base salary of \$230,000 for the first year, \$240,000 for the second year, \$250,000 for the third and subsequent extension years pursuant to section 2.3 herein: payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University’s Board of Trustees;
- b) The opportunity to receive such employee benefits calculated on the “base salary” set forth in set forth in section 3.1.1(a) as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University’s Department of Athletics (the “Department”) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation. Coach may earn supplemental compensation as follows:

3.2.1 Athletic Achievement

- a) The greatest of the following:

11 conference wins	\$2,000
12 conference wins	\$3,000
13 conference wins	\$4,000
14+ conference wins	\$7,500
Conference Regular Season Champions	\$12,500
- b) The greater of the following two:

Conference Tournament Finalist	\$3,000
Conference Tournament Champions	\$12,500
- c) NCAA Tournament Appearance \$5,000 per game

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 10, 2017

ATTACHMENT 1

- d) WNIT Appearance \$3,000 per game
- e) 18 Wins \$6,000

3.2.2 Academic Achievement

Academic Incentive Pay may be earned if annual team APR ranks nationally within women's basketball as follows:

<u>National Rank Within Sport</u>	
975-980	= \$5,000
981-985	= \$7,500
986-990	= \$10,000
991 or above	= \$12,500

3.2.3 Conditions for payment of Academic and Athletic supplemental compensation:

- a) If Coach qualifies for Athletic Achievement Supplemental Compensation pursuant to section 3.2.1, University will pay Coach on the first regular pay date in July, following the year in which such supplemental compensation is calculated but only if Coach is still employed by the University on that date. Ranking shall be determined based on NCAA National End of Season Ranking.
- b) If Coach qualifies for Academic Achievement Supplemental Compensation pursuant to section 3.2.2, it will be paid as soon as reasonably practical following APR rating determination and verification by the NCAA, if Coach is still employed by the University on that date.
- c) In order to receive any of the 3.2.1 supplemental compensation, the Team's retention rate must be at least 50% for the academic year in which the supplemental pay is earned. The retention rate will be calculated anew each year and will not be cumulative.

3.2.4 Each year Coach may be eligible to receive supplemental compensation based on the overall development of the intercollegiate women's basketball program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director and approved by the University's Board of Trustees.

3.2.5 The Coach may receive compensation hereunder from the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (collectively, "Programs). Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including, but not limited to, a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements, which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.6 Coach agrees that the University has the exclusive right to operate athletic camps ("Camps") on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach supplemental compensation.

3.2.7 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. In order to avoid entering into an agreement with a competitor of the University's designated company, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside interests to the University in accordance with Section 4.3 of this Agreement. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.

3.2.8 Away Game Guarantee. In the event the University schedules an away contest with a non-conference opponent for which a game guarantee is paid to the University by the host institution, the payment shall be distributed as follows: any amount of the game guarantee, will be split between (a) the Department and (b) the Coach and assistant coaches at the recommendation of Coach, subject to the Director's final approval.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms

and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference of which the University is a member (the "Conference"), and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the University's Director of NCAA Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises will be provided periodically to Coach by the University. The applicable laws, policies, rules, and regulations include: (a) State Board of Education Governing Policies and Procedures and Rule Manual; (b) the University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the Conference.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would unreasonably detract from those duties in any manner, or that, in the opinion of the University, would reflect

adversely upon the University, the Department, or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to use, the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).

4.3 Outside Income. Coach shall obtain prior written approval from the University's President and the Director (such approval not to be unreasonably withheld) for all athletically-related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department's Outside Income Reporting Form. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (i.e., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of the Team's competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Without first giving ten (10) days prior written notice to the Director, Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein.

4.7 Attendance at Specific Gatherings. The Coach will attend all staff meetings, public relation functions, dinners, awards banquet and make appearances as directed by the Director unless excused by the Director. Such functions shall include, but are not limited to, the following:

- a) The annual BAA barbecue
- b) The weekly BAA function during the relevant season;
- c) The annual BAA Endowment dinner;
- d) The Boise State Athletic Hall of Fame dinner;
- e) The BAA Bronze Bronco Award banquet;
- f) The BAA/Alumni Auction dinner;
- g) All Department staff meetings called by the Director;
- h) Athletic Department Graduation Reception;
- i) Bronco Golf Series Tournaments.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules, regulations, and policies.

5.1.1 In addition to the definitions contained in applicable rules regulations, and policies, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement.

- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within thirty (30) days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the rules, regulations, or policies, of the University, the University's governing board, the Conference or the NCAA, including, but not limited to, any such violation which may have occurred during the employment of Coach at another NCAA or National Association of Intercollegiate Athletics ("NAIA") member institution;
- d) Ten (10) working days absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its

athletic programs;

- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the “base salary amount set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the Term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided, however, in the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deduction according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University’s obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach’s services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 The parties have both been represented by, or had the opportunity to be represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.2.4 In the event of non-renewal or termination of Coach’s employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract Term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University. Such termination must occur at a time outside the Team's season (including NCAA post-season competition) so as to minimize the impact on the program.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before March 31, 2018, the sum of \$40,000; (b) if the Agreement is terminated between April 1, 2018 and March 31, 2019 inclusive, the sum of \$20,000; (c) if the Agreement is terminated between April 1, 2019 and March 16, 2020 inclusive, the sum of \$10,000. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both had opportunity to be represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminated this Agreement because of a material breach by the University.

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments and all accumulated leave.

5.4 Termination Due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the

University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education and Board Rules (ID ADMIN. CODE 08.01.01 et seq) and Governing Policies and Procedures, and University Policies.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this Agreement shall be subject to the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules regarding financial exigency.

6.2 University Property. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the State of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the state district court in Ada County, Boise, Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Non-Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 10, 2017

ATTACHMENT 1

parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Director of Athletics
Boise State University
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: Office of the President
Boise State University
1910 University Drive
Boise, Idaho 83725-1000

the Coach: Gordon H. Presnell
Last known address on file with
University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees, if required under Section II.H. of Board Policy.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases,

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 10, 2017**

ATTACHMENT 1

the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY

COACH

Curt Apsey, Director of Athletics

Gordon H. Presnell

Dr. Robert Kustra, President

Approved by the Board on the _____ day of _____, 201 ____ .

~~(Form Used When Board Approval Required)~~
~~(MODEL ATHLETICS CONTRACT)~~

EMPLOYMENT AGREEMENT

This Employment Agreement (~~the “Agreement”~~) is entered into this _____ day of _____, 2017 (“Effective Date”) by and between Boise State _____ (University (the “University”)College), and Gordon H. Presnell (“_____ (Coach)”).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as the head coach (the “Position”) of its intercollegiate Women’s Basketball (Sport) _____ team (the “Team”). ~~(or Director of Athletics).~~ Coach ~~(Director)~~ represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University’sUniversity (College)’s Director of Athletics (the “Director”) or the Director’s designee. Coach shall abide by the reasonable instructions of the Director or the Director’s designee and shall confer with the Director or the Director’s designee on all administrative and technical matters. Coach shall also be under the general supervision of the University’s President (the “President”).University (College)’s Chief executive officer (Chief executive officer).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University’sUniversity (College)’s athletic program as the Director may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of Coach’s ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position. The University (College) shall have the right, at any time, to reassign Coach to duties at the University (College) other than as head coach of the Team, provided that Coach’s compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through (Depending on supplemental pay provisions used) _____ shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of four (4 _____ (____)) years seven (7) months, commencing on August 13, 2017_____ and terminating, without further notice to Coach, on March 31, 2022 (the “Term”)_____ unless sooner terminated in

accordance with other provisions of this Agreement.

~~2.2.~~ 2.2 Extension or Renewal. This Agreement is renewable solely upon an offer from the University ~~(College)~~ and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of ~~University's~~ the Board of Trustees ~~Education~~. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this ~~A~~ agreement count in any way toward tenure at the University ~~(College)~~.

2.3 Automatic Extensions. The term of this Agreement will automatically be extended by one (1) additional year commencing on April 1 and concluding on March 31 for each season in which the team has at least eighteen (18) wins. For the purpose of calculation of wins, such wins must occur during the regular season, the conference tournament, the Women's National Invitation Tournament ("WNIT"), or the National Collegiate Athletic Association ("NCAA") Tournament, to the exclusion of all other pre-season exhibition games or post-season tournaments.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University ~~(College)~~ shall provide to Coach:

- a) ~~A base~~ a) An annual salary of \$230,000 for the first year, \$240,000 for the second year, \$250,000 for the third and subsequent extension years pursuant to section 2.3 herein; ~~\$_____ per year,~~ payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, and such salary increases as may be determined appropriate by the Director and ~~President~~ Chief executive officer and approved by the ~~University's~~ University (College)'s Board of ~~(Regents or Trustees)~~ _____;
- b) The opportunity to receive such employee benefits calculated on the "base salary" set forth in set forth in section 3.1.1(a) as the University ~~(College)~~ provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the ~~University's~~ University (College)'s Department of Athletics ~~(the "Department")~~ provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation.

3.2 Each year the Team is the conference champion or co champion and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post season tournament or post season playoffs), and if Coach may earn continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation as follows: in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.1 Athletic Achievement

The greatest of

a) 3.2.2 Each year the following:

<u>11 conference wins</u>	<u>\$2,000</u>
<u>12 conference wins</u>	<u>\$3,000</u>
<u>13 conference wins</u>	<u>\$4,000</u>
<u>14+ conference wins</u>	<u>\$7,500</u>
<u>Conference Regular Season Champions</u>	<u>\$12,500</u>

b) The greater Team is ranked in the top 25 in the (national rankings of sport's division), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the following two:

<u>Conference Tournament Finalist</u>	<u>\$3,000</u>
<u>Conference Tournament Champions</u>	<u>\$12,500</u>

c) NCAA Tournament Appearance \$5,000 per game

d) WNIT Appearance \$3,000 per game

e) 18 Wins \$6,000

3.2.2 Academic Achievement

Academic Incentive Pay may be earned if annual team APR ranks nationally within women's basketball as follows:

<u>National Rank Within Sport</u>	
<u>975-980</u>	<u>= \$5,000</u>
<u>981-985</u>	<u>= \$7,500</u>
<u>986-990</u>	<u>= \$10,000</u>

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 10, 2017**

ATTACHMENT 2

991 or above = \$12,500

3.2.3 ~~Conditions for payment of Academic and Athletic ensuing July 1st, the University (College) shall pay Coach supplemental compensation:~~

- a) ~~If Coach qualifies for Athletic Achievement Supplemental Compensation pursuant to section 3.2.1, University will pay Coach in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the first regular pay date in July, following the year of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation is calculated but only if Coach is still employed by the University on that date. Ranking shall be determined based on NCAA National End of Season Ranking.~~

~~If Coach qualifies for Academic Achievement Supplemental Compensation pursuant to section 3.2.3 ————— Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief executive officer in consultation with the Director. The determination shall be based on the following factors: the Academic Progress Rate set by the Board, grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of (Regents or Trustees) as a document available to the public under the Idaho Public Records Act.~~

- b) ~~3.2.2, it will be paid as soon as reasonably practical following APR rating determination and verification by the NCAA, if Coach is still employed by the University on that date.~~

4 ~~Each~~

- c) ~~In order to receive any of the 3.2.1 supplemental compensation, the Team's retention rate must be at least 50% for the academic year in which the supplemental pay is earned. The retention rate will be calculated anew each year and will not be cumulative.~~

3.2.4 ~~Each year Coach may shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the overall development of the intercollegiate women's basketball(men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University~~

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 10, 2017

ATTACHMENT 2

~~(College)~~ students, staff, faculty, alumni and boosters; and any other factors the ~~President~~~~Chief executive officer~~ wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the ~~sole~~ discretion of the ~~President~~~~Chief executive officer~~ in consultation with the Director and approved by the University's Board of Trustees.

3.2.5 ~~—~~The Coach ~~may~~~~shall~~ receive ~~compensation hereunder~~~~the sum of~~ ~~(amount or computation)~~ from the ~~University's~~~~University (College) or the University (College)~~'s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (~~collectively, "Programs).~~Programs). ~~Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment)~~ _____. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University ~~(College)~~ are the property of the University. ~~(College)~~. The University ~~(College)~~ shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University ~~(College)~~ in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including, but not limited to, a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements, which are broadcast on radio or television that conflict with those broadcast on the ~~University's~~~~University (College)~~'s designated media outlets.

3.2.6 ~~(SUMMER CAMP OPERATED BY UNIVERSITY (COLLEGE))~~ Coach agrees that the University ~~(College)~~ has the exclusive right to operate ~~athletic~~~~youth (Sport)~~ camps ("Camps") on its campus using University ~~(College)~~ facilities. The University ~~(College)~~ shall allow Coach the opportunity to earn supplemental compensation by assisting with the ~~University's~~~~University (College)~~'s camps in Coach's capacity as a University ~~(College)~~ employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the ~~Camps.~~~~University (College)'s football camps.~~ Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the ~~Camps.~~~~University (College)'s summer football camps,~~ the University ~~(College)~~ shall pay Coach ~~(amount)~~ per year as supplemental compensation ~~during each year of his employment as head (Sport) coach at the University (College).~~ This amount shall be paid ~~(terms of payment)~~ _____.

3.2.7 ~~(SUMMER CAMP OPERATED BY COACH)~~ Coach ~~may operate a~~ summer youth ~~(Sport)~~ camp at the ~~University (College)~~ under the following conditions:

- a) ~~—~~ The summer youth camp operation reflects positively on the ~~University (College) and the Department;~~

- ~~b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;~~
- ~~e) Assistant coaches at the University (College) are given priority when the Coach or the private enterprise selects coaches to participate;~~
- ~~d) The Coach complies with all NCAA (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;~~
- ~~e) The Coach or the private enterprise enters into a contract with University (College) and _____ (campus concessionaire) for all campus goods and services required by the camp.~~
- ~~f) The Coach or private enterprise pays for use of University (College) facilities including the _____.~~
- ~~g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.~~
- ~~h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff \$1 million; (2) catastrophic coverage: camper and staff \$1 million maximum coverage with \$100 deductible;~~
- ~~i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University (College) against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)~~
- ~~j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University (College) while engaged in camp activities. The Coach and all other University (College) employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise~~

~~shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws~~

~~In the event of termination of this Agreement, suspension, or reassignment, University (College) shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University (College) shall be released from all obligations relating thereto.~~

~~3.2.7 Coach agrees that the University (College) has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University (College). Coach recognizes that the University (College) is negotiating or has entered into an agreement with (Company Name) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), or make other educationally related appearances as may be reasonably requested by the University (College). Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head (Sport) coach. In order to avoid entering into an agreement with a competitor of the University's designated company (Company Name), Coach shall submit all outside consulting agreements to the University (College) for review and approval prior to execution. Coach shall also report such outside intrests income to the University (College) in accordance with Section 4.3 of this Agreement. NCAA (or NAIA) rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including (Company Name), and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products. _____~~

~~3.2.8 Away Game Guarantee. In the event the University schedules an away contest with a non-conference opponent for which a game guarantee is paid to the University by the host institution, the payment shall be distributed as follows: any amount of the game guarantee, will be split between (a) the Department and (b) the Coach and assistant coaches at the recommendation of Coach, subject to the Director's final approval.~~

3.3 General Conditions of Compensation. All compensation provided by the University (College) to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University (College) to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. —In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University (~~College~~) and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, (~~College~~), the University's ~~University (College)'s~~ governing board, the conference of which the University is a member (the "Conference"),⁵ and the NCAA; (~~or NAIA~~); supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the University's ~~Department's~~ Director of NCAA Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's ~~University (College)'s~~ athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. Coach shall cooperate fully with the University (~~College~~) and Department at all times. The names or titles of employees whom Coach supervises will be provided periodically to Coach by the University. ~~are attached as Exhibit C.~~ The applicable laws, policies, rules, and regulations include: (a) State Board of Education ~~and Board of Regents of the University of Idaho~~ Governing Policies and Procedures and Rule Manual; (b) the University's Policy ~~University (College)'s Handbook;~~ (c) University (College)'s Administrative Procedures Manual; (~~cd~~) the policies of the Department; (~~de~~) NCAA (~~or NAIA~~) rules and regulations; and regulations; and (~~e~~) (f) the rules and regulations of the Conference (Sport) conference of which the University (College) is a member.

4.2.4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would unreasonably otherwise detract from those duties in any manner, or that, in the opinion of the University, (~~College~~), would reflect adversely upon the University, the Department, (~~College~~) or

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 10, 2017

ATTACHMENT 2

its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the ~~President~~Chief executive officer, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use ~~nor may Coach authorize third parties to use, the University's~~the University (College)'s name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the ~~President (such approval not to be unreasonably withheld).~~Chief executive officer.

4.3 ~~Outside Income. NCAA (or NAIA) Rules. In accordance with NCAA (or NAIA) rules,~~ Coach shall obtain prior written approval from the ~~University's President and the Director (such approval not to be unreasonably withheld)~~University (College)'s Chief executive officer for all ~~athletically-related and other business--~~related income and benefits from sources outside the University ~~(College)~~ and shall report the source and amount of all such income and benefits ~~in accordance with to the University (College)'s Chief executive officer whenever reasonably requested, but in no event less than annually before the~~ Department's Outside Income Reporting Form, close of business on June 30th of each year or the last regular University (College) work day preceding June 30th. The report shall be in a format reasonably satisfactory to University, ~~(College).~~ In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University ~~(College)~~ booster club, University ~~(College)~~ alumni association, University ~~(College)~~ foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, ~~the University's governing board, the Conference, or the NCAA.~~ Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (i.e., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers. ~~(College), the University (College)'s governing board, the conference, or the NCAA (or NAIA).~~

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of ~~President~~Chief executive officer and the ~~University's~~University (College)'s Board of ~~(Trustees or Regents)~~.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of ~~the Team's~~Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the

expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Without first giving ten (10) days prior written notice to the Director, Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein.

4.7 Attendance at Specific Gatherings. The Coach will attend all staff meetings, public relation functions, dinners, awards banquet and make appearances as directed by the Director unless excused by the Director. Such functions shall include, but are not limited to, the following:

- a) The annual BAA barbecue
- b) The weekly BAA function during the relevant season;
- c) The annual BAA Endowment dinner;
- d) The Boise State Athletic Hall of Fame dinner;
- e) The BAA Bronze Bronco Award banquet;
- f) The BAA/Alumni Auction dinner;
- g) All Department staff meetings called by the Director;
- h) Athletic Department Graduation Reception;
- i) Bronco Golf Series Tournaments.

ARTICLE 5

5.1 Termination of Coach for Cause. The University ~~(College)~~ may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules, ~~and~~ regulations, and policies.

5.1.1 In addition to the definitions contained in applicable rules ~~and~~ regulations, and policies, University ~~(College)~~ and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement.:

- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within thirty (30) days after written notice from the University; ~~(College);~~
- c) A deliberate or major violation by Coach of any applicable law or the ~~policies, rules, or~~ regulations, or policies, of the University, ~~(College),~~ the University's ~~University (College)'s~~ governing board, the Conference or

the NCAA, ~~(NAIA)~~, including, but not limited to, any such violation which may have occurred during the employment of Coach at another NCAA or National Association of Intercollegiate Athletics (“NAIA”) ~~NAIA~~ member institution;

- d) Ten (10) working days' absence of Coach from duty without the University's~~University (College)'s~~ consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's~~University (College)'s~~ judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;
- f) The failure of Coach to represent the University ~~(College)~~ and its athletic programs positively in public and private forums;
- ~~g)~~ g)—~~g)~~The failure of Coach to fully and promptly cooperate with the NCAA ~~(NAIA)~~ or the University ~~(College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, ~~(College)~~, the University's~~University (College)'s~~ governing board, the Conference, or the NCAA; ~~(NAIA)~~;
- ~~h)~~ h)—~~h)~~The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, ~~(College)~~, the University's~~University (College)'s~~ governing board, the Conference, or the NCAA, ~~(NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- ~~i)~~ i)—~~i)~~A violation of any applicable law or the policies, rules or regulations of the University, ~~(College)~~, the University's~~University (College)'s~~ governing board, the Conference, or the NCAA, ~~(NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University ~~(College)~~ as follows: before the effective date of the suspension, reassignment, or termination, the Director or Director's~~his~~ designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University ~~(College)~~ shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the ~~University's~~~~University (College)'s~~ obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University ~~(College)~~ shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA ~~(NAIA)~~ regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA ~~(NAIA)~~ enforcement procedures. This section applies to violations occurring at the University ~~(College)~~ or at previous institutions at which the Coach was employed.

5.2 ~~5.2~~ — Termination of Coach for Convenience of University. ~~(College)~~.

5.2.1 ~~5.2.1~~ — At any time after commencement of this Agreement, University ~~(College)~~, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 ~~5.2.2~~ — In the event that University ~~(College)~~ terminates this Agreement for its own convenience, University ~~(College)~~ shall be obligated to pay Coach, as liquidated damages and not a penalty, the “base salary amount set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University ~~(College)~~ until the ~~T~~ term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided, however, in the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University ~~(College)~~ employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of ~~the~~ employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University’s obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach’s services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to him by

University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 ~~5.2.3~~—The parties have both been represented by, or had the opportunity to ~~be represented by~~consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, ~~(College)~~, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University ~~(College)~~ and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University, ~~(College)~~. The liquidated damages are not, and shall not be construed to be, a penalty.

5.2.4 In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.3 ~~5.3~~—Termination by Coach for Convenience.

5.3.1 ~~5.3.1~~—The Coach recognizes that his promise to work for University ~~(College)~~ for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University ~~(College)~~ is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University ~~(College)~~ before the end of the contract ~~term~~.

5.3.2 ~~5.3.2~~—The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University, ~~(College)~~. Termination shall be effective ten (10) days after notice is given to the University. Such termination must occur at a time outside the Team's season (including NCAA post-season competition) so as to minimize the impact on the program. ~~(College)~~.

5.3.3 ~~5.3.3~~—If the Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, ~~(College)~~, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before March 31, 2018, the sum of \$40,000; (b) if the Agreement is terminated between April 1, 2018 and March 31, 2019 inclusive, the sum of \$20,000; (c) if the Agreement is terminated between April 1, 2019 and March 16, 2020 inclusive, the sum of \$10,000. ~~(College)~~. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

~~5.3.4~~ ~~5.3.4~~—The parties have both had opportunity to be~~been~~ represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University ~~(College)~~ will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University ~~(College)~~ shall constitute adequate and reasonable compensation to University ~~(College)~~ for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminate~~s~~ this Agreement because of a material breach by the University ~~(College)~~.

~~5.3.5~~ ~~5.3.5~~—Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments and all accumulated leave.

~~5.4~~ ~~5.4~~—Termination Due to Disability or Death of Coach.

~~5.4.1~~ ~~5.4.1~~—Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the ~~University's~~University (College)'s disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

~~5.4.2~~ ~~5.4.2~~—If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University ~~(College)~~ and due to the Coach's estate or beneficiaries thereunder.

~~5.4.3~~ ~~5.4.3~~—If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the ~~University's~~University (College)'s disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University ~~(College)~~.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the ~~University's~~University (College)'s student-athletes or otherwise obstruct the ~~University's~~University (College)'s ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University ~~(College)~~ shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University ~~(College)~~ employees, if the University ~~(College)~~ suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University ~~(College)~~ from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education and Board Rules (ID ADMIN. CODE 08.01.01 et seq) and Governing Policies and Procedures, ~~and IDAPA 08.01.01 et seq,~~ and the University Policies ~~(College) Faculty Staff Handbook~~.

ARTICLE 6

6.1 Board Approval. ~~(if required—multiyear employment agreements which require Board approval are defined in Section II.H. of Board Policy).~~ This Agreement shall not be effective until and unless approved of the University's ~~University (College)'s~~ Board of ~~(Regents or Trustees)~~ and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this Agreement shall be subject to the approval of the University's ~~University (College)'s~~ Board of ~~(Regents or Trustees)~~, the President ~~Chief executive officer~~, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of ~~(Regents or Trustees)~~ and University's ~~University (College)'s~~ rules regarding financial exigency.

6.2 University (College) Property. All personal property, ~~(excluding vehicle(s) provided through the _____ program),~~ material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University ~~(College)~~ or developed by Coach on behalf of the University ~~(College)~~ or at the University's ~~University (College)'s~~ direction or for the University's ~~University (College)'s~~ use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University ~~(College)~~. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 10, 2017

ATTACHMENT 2

the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the ~~S~~state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the ~~courts of the state~~ district court in Ada County, Boise, of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University. ~~(College)~~.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Non-Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the ~~University's~~ University (College)'s sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: ~~(College)~~ Director of Athletics
Boise State University
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: ~~Chief executive officer~~
Office of the President
Boise State University
1910 University Drive
Boise, Idaho 83725-1000

the Coach: Gordon H. Presnell

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 10, 2017**

ATTACHMENT 2

Last known address on file with
University's University (College)'s Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's University (College)'s prior written consent in each case, use any name, trade name, trademark, or other designation of the University (College) (including contraction, abbreviation or simulation), except in the course and scope of his official University (College) duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement ~~between~~ of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's University (College)'s Board of (~~Regents or Trustees~~) if required under Section II.H. of Board Policy.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY (COLLEGE)

COACH

Curt Apsey, Director of Athletics

Gordon H. Presnell

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 10, 2017

ATTACHMENT 2

Dr. Robert Kustra, President

Chief executive officer _____ Date _____ Date _____

*Approved by the Board of ~~(Regents or Trustees)~~ on the _____ day of _____, 201_____, _____, 2010.

~~[*Note: Multiyear employment agreements which require Board approval are defined in Section H.H. of Board Policy]~~

EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is entered into this _____ day of _____, 2017 (“Effective Date”) by and between Boise State University (the “University”) and Gordon H. Presnell (“Coach”).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach (the “Position”) of its intercollegiate Women’s Basketball team (the “Team”). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University’s Director of Athletics (the “Director”) or the Director’s designee. Coach shall abide by the reasonable instructions of the Director or the Director’s designee and shall confer with the Director or the Director’s designee on all administrative and technical matters. Coach shall also be under the general supervision of the University’s President (the “President”).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University’s athletic program as the Director may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of Coach’s ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position. ~~The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach’s compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.7 shall cease.~~

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~two-four (24)~~ years seven (7) months, commencing on August ~~14~~13, ~~2016-2017~~ and terminating without further notice to Coach on March 31, ~~2019-2022~~ (the “Term”) unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University’s Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach’s service pursuant to this Agreement count in any way toward tenure at the University.

2.3. Automatic Extensions. The term of this Agreement will automatically be extended by one (1) additional year commencing on April 1 and concluding on March 31 for

each season in which the team has at least eighteen (18) wins. For the purpose of calculation of wins, such wins must occur during the regular season, the conference tournament, the Women's National Invitation Tournament ("WNIT"), or the National Collegiate Athletic Association ("NCAA") Tournament, to the exclusion of all other pre-season exhibition games or post-season tournaments.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

a) — A base salary of \$220,000 per year for the first year, \$240,000 for the second year, \$250,000 for the third and subsequent extension years —pursuant to section 2.3 herein; payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;

~~b)a) A one-time bonus payment of \$3,875, which shall be paid after execution of this Agreement;~~

~~b)e) The opportunity to receive such employee benefits calculated on the "base salary" set forth in set forth in section 3.1.1(a) as the University provides generally to non-faculty exempt employees; and~~

~~b)c) The opportunity to receive such employee benefits as the University's Department of Athletics (the "Department") provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.~~

3.2 Supplemental Compensation. Coach may earn supplemental compensation as follows:

3.2.1 Athletic Achievement

a) The greatest of the following:	
11 conference wins	\$2,000
12 conference wins	\$3,000
13 conference wins	\$4,000
14+ conference wins	\$7,500

3.2.4 Each year Coach may be eligible to receive supplemental compensation based on the overall development of the intercollegiate women's basketball program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director and approved by the University's Board of Trustees.

3.2.5 The Coach may receive compensation hereunder from the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances—(collectively, "Programs

). Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including, but not limited to, a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements, which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.6 ~~Summer Camp Operated by the University.~~ Coach agrees that the University has the exclusive right to operate youth basketball athletic camps ("Camps") on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's basketball campsCamps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer basketball campsCamps, the University shall pay Coach a reasonable supplemental compensation, during each year of his employment as head coach at the University. The summer youth camp must be operated by Coach in a manner that reflects positively on the University and the Department. The Coach complies with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of summer youth camps. All revenues and expenses of the Camp shall be deposited with and paid by the University.

~~—In the event of termination of this Agreement, suspension, or reassignment, University shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University shall be released from all obligations relating thereto.~~

3.2.7 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. ~~Coach recognizes that the University has the authority to enter into an agreement with a company to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning a product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by the University's designated company, or give a lecture at an event sponsored in whole or in part by said company, or make other educationally related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head basketball coach.~~ In order to avoid entering into an agreement with a competitor of the University's designated company, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside ~~income~~ restraints to the University in accordance with ~~NCAA rules~~ Section 4.3 of this Agreement. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.

~~3.2.8~~ 3.2.8 ~~Away~~ Away Game Guarantee. In the event the University schedules an away contest with a non-conference opponent for which a game guarantee is paid to the University by the host institution, the payment shall be distributed as follows: any amount of the game guarantee, will be split between (a) the Department and (b) the Coach and assistant coaches at the recommendation of Coach, subject to the Director's final approval.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference of which the University is a member (the "Conference"), and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the University's Director of NCAA Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises will be provided periodically to Coach by the University. The applicable laws, policies, rules, and regulations include: (a) State Board of Education Governing Policies and Procedures and Rule Manual; (b) the University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the Conference.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would ~~otherwise unreasonably~~ detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University, the Department, or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to use, Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).

4.3 Outside Income. ~~In accordance with NCAA rules,~~ Coach shall obtain prior written approval from the University's President and the Director (such approval not to be unreasonably withheld) for all athletically-~~related~~ and other business-related income and benefits from sources outside the University and shall report the source and amount of all such

income and benefits ~~to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th in accordance with the Department's Outside Income Reporting Form.~~ The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (i.e., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of the Team's competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Without first giving ten (10) days prior written notice to the Director, Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein.

4.7 Attendance at Specific ~~Duties of Coach Gatherings.~~ ~~The Coach is expected to devote full time to coaching and recruitment involving the Team as the head coach.~~ The Coach will attend all staff meetings, public relation functions, dinners, awards banquet and make appearances as directed by the Director unless excused by the Director. ~~Such~~^[TCM1] functions shall include, but are not limited to, the following:

- a) The annual BAA barbecue
- b) The weekly BAA function during the relevant season;
- c) The annual BAA Endowment dinner;
- d) The ~~BSU~~^{Boise State} Athletic Hall of Fame dinner;

- e) The BAA Bronze Bronco Award banquet;
- f) The BAA/Alumni Auction dinner;
- g) All Department staff meetings called by the Director;
- h) Athletic Department Graduation Reception;
- i) Bronco Golf Series Tournaments.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules, regulations, and policies.

5.1.1 In addition to the definitions contained in applicable rules regulations, and policies, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement.

- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within thirty (30) days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the rules, regulations, or policies, of the University, the University's governing board, the Conference or the NCAA, including, but not limited to, any such violation which may have occurred during the employment of Coach at another NCAA or National Association of Intercollegiate Athletics ("NAIA") member institution;
- d) Ten (10) working days absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA;

- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the "base salary amount set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the Term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided, however, in the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation

paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deduction according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 The parties have both been represented by, or had the opportunity to be represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.2.4 In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract Term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University. Such termination must occur at a time

outside the Team's season (including NCAA post-season competition) so as to minimize the impact on the program.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before March 31, ~~2017~~2018, the sum of \$40,000; (b) if the Agreement is terminated between April 1, ~~2017-2018~~ and March 31, ~~2018-2019~~ inclusive, the sum of \$20,000; (c) if the Agreement is terminated between April 1, ~~2018-2019~~ and March 16, ~~2019-2020~~ inclusive, the sum of \$10,000. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both had opportunity to be represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminated this Agreement because of a material breach by the University.

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments and all accumulated leave.

5.4 Termination Due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes

unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education and Board Rules Manual (ID ADMIN. CODE 08.01.01 et seq) and Governing Policies and Procedures Manual, and ~~the~~ University Policies.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this Agreement shall be subject to the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules regarding financial exigency.

6.2 University Property. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 10, 2017**

ATTACHMENT 3

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the State of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the state district court in Ada County, Boise, Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Non-Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Director of Athletics
Boise State University
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: Office of the President
Boise State University

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 10, 2017**

ATTACHMENT 3

1910 University Drive
Boise, Idaho 83725-1000

the Coach: Gordon H. Presnell
 Last known address on file with
 University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; —Amendments. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees, if required under Section II.H. of Board Policy.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY

COACH

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 10, 2017**

ATTACHMENT 3

Curt Apsey, Director of Athletics Robert Kustra, President _____ Date _____
_____ Gordon H. Presnell _____ Date _____

Dr. Robert Kustra, President

Approved by the Board on the _____ day of _____, 201____.

THIS PAGE INTENTIONALLY LEFT BLANK

BOISE STATE UNIVERSITY

Women's Basketball APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2012-13	2013-14	2014-15	2015-16
Women's Basketball	962	966	983	1000
<i>National % Rank by Sport</i>	<i>20-30</i>	<i>20-30</i>	<i>70-80</i>	<i>90-100</i>

REPORT YEAR
Raw Score for single year
<i>Percentile Rank for Sport</i>

MULTI-YEAR APR (4-Year Rolling Average)

Women's Basketball	973	974	970	969
---------------------------	-----	-----	-----	-----

Coach	School	Length of Contract	2016 Salary (total comp)	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
Mike Bradbury	New Mexico	4/5/16 - 4/30/21	\$ 225,000	NA	NA	NA
Gordon Presnell	Boise State	6/16/16 - 3/31/19	\$ 230,000	Yes	Sliding Scale	See Contract
Ryun Williams	Colorado State	7/1/16 - 6/30/21	\$ 235,000	Yes	Tied to base salary and number of years remaining on contract	(i) If such termination occurs on or before July 1, 2019, the Liquidated Damages shall be the greater of: (1) \$1,075,000 or (2) an amount equal to Williams' total remaining Base Salary (as set forth in Section 4.a herein and as of the date of termination) for all years and months remaining from the termination date until the Contract Ending Date (as defined in section 1 herein); or (ii) \$250,000 if such termination occurs after July 1, 2019.
Stacie Terry	San Diego State	5/16/13 - 4/30/18	\$ 227,360	Yes	Sliding Scale	9. Buyout -schedule of payments if coach leaves early for another position a. Before completion of years one and two-\$225,000 b. Before completion of year three-\$125,000 c. Before completion of year four-\$75,000 d. Before completion of year five-\$0
Jaime White	Fresno State	4/16/14 - 4/15/19	\$ 200,004	NA	NA	NA
Joe Legerski	Utah State	5/1/14 - 4/30/19	\$ 233,004	No	NA	NA
Jamie Craighead	San Jose State	7/1/16 - 9/16/21	\$ 206,004	No	NA	NA
Jane Albright	Nevada	7/1/16 - 4/1/17	\$ 189,765	No	NA	None
Kathy Oliver	UNLV	7/1/15 - 4/1/17	\$ 190,000	Yes	Flat Rate	c. In the event the Employee terminates this Agreement, the Employee shall pay to the University, as liquidated damages, an amount equal to the Employee's Guaranteed Base Salary for the period remaining in the Term of this Agreement.
Jerry Finkbeiner	Utah State	7/1/12 - 5/30/17	\$ 162,775	Yes	Sliding Scale	100% of annual salary in 1st year, 75% of of annual salary in 2nd year, 50% of of annual salary in 3rd year, 25% of of annual salary in 4th year.
Chris Gobrecht	Air Force	NA	NA	NA	NA	NA

Salary and Incentive Comparisons
Head Women's Basketball Coaches in Mountain West Conference

Coach	School	Base Salary	Incentives												
Mike Bradbury	New Mexico	\$ 225,000	\$5,000 for winning MW regular season \$5,000 for Mountain West Coach of the Year \$10,000 for winning MW tournament \$5,000 for NCAA post season if not tournament champ 5,000 for each additional game in the NCAA 3,000 for participating in the WNIT 10,000 if gross ticket revenue exceeds 400,000 25,000 if gross ticket revenue exceeds 500,000 50,000 if gross revenue exceeds 700,000												
Gordon Presnell	Boise State	\$ 230,000	See Agreement												
Ryun Williams	Colorado State	\$ 235,000	Courtesy car, country club membership, and <table border="1"> <thead> <tr> <th>Achievement</th> <th>Additional Compensation</th> </tr> </thead> <tbody> <tr> <td>Win either the Mountain West Conference regular season championship or the Mountain West Conference Tournament championship (Note: If Williams wins both the regular season and tournament championship in the same season, a maximum of \$25,000 will be paid for this achievement.)</td> <td>Additional \$25,000</td> </tr> <tr> <td>Qualify for the NCAA Championship Tournament</td> <td>Additional \$30,000</td> </tr> <tr> <td>Advance to the Sweet 16 of the NCAA Championship Tournament</td> <td>Additional \$30,000</td> </tr> <tr> <td>Advance to the Final 4 of the NCAA Championship Tournament</td> <td>Additional \$30,000</td> </tr> <tr> <td>Win the NCAA National Championship Tournament</td> <td>Additional \$50,000</td> </tr> </tbody> </table>	Achievement	Additional Compensation	Win either the Mountain West Conference regular season championship or the Mountain West Conference Tournament championship (Note: If Williams wins both the regular season and tournament championship in the same season, a maximum of \$25,000 will be paid for this achievement.)	Additional \$25,000	Qualify for the NCAA Championship Tournament	Additional \$30,000	Advance to the Sweet 16 of the NCAA Championship Tournament	Additional \$30,000	Advance to the Final 4 of the NCAA Championship Tournament	Additional \$30,000	Win the NCAA National Championship Tournament	Additional \$50,000
Achievement	Additional Compensation														
Win either the Mountain West Conference regular season championship or the Mountain West Conference Tournament championship (Note: If Williams wins both the regular season and tournament championship in the same season, a maximum of \$25,000 will be paid for this achievement.)	Additional \$25,000														
Qualify for the NCAA Championship Tournament	Additional \$30,000														
Advance to the Sweet 16 of the NCAA Championship Tournament	Additional \$30,000														
Advance to the Final 4 of the NCAA Championship Tournament	Additional \$30,000														
Win the NCAA National Championship Tournament	Additional \$50,000														
Stacie Terry	San Diego State	\$ 227,360	4. Bonus Structure – a. MWC Regular Season or Tournament Championship - \$17,000 b. NCAA Tournament – highest of below i. Appearance - \$25,000 ii. Final Four appearance - \$35,000 iii. Championship - \$50,000 c. WNIT Post-Season Appearance - \$17,000 d. MWC Coach of the Year - \$5,000 e. National Coach of the Year - \$15,000 f. Team cumulative GPA above 2.80 - \$10,000 g. APR (4 year average) above 950 - \$10,000 h. Win 20 or more games - \$10,000 5. Use of Car – car stipend, \$341.67 per month												
Jaime White	Fresno State	\$ 200,004	NA												
Joe Legerski	Wyoming	\$ 233,004	Courtesy car, housing allowance (\$2,000), and a. Season Ticket Incentive: sold at full price (as set by the Athletic Department) 750 to 999 tickets sold /year \$10,000 1,000 to 1,499 tickets sold/year \$20,000 1,500 to 1,999 tickets sold/year \$25,000 2,000 to 2,499 tickets sold/year \$30,000 2,500 or more tickets sold/year \$35,000 b. Single Game Ticket Incentive: \$1.00 per single game ticket purchased at all home basketball games, including exhibition games but not including any post-season tickets sold. c. Cowboy Joe and Athletic Department Speaker and Appearance Fee: \$25,000 d. Sports Radio Broadcast Talent Fee: \$7,500 e. Outreach/Promotional Appearance Fee: \$12,500 (Employee must make a MINIMUM of 3 appearances for outreach/promotional purposes as approved by the Director of Athletics. These appearances are in addition to other contractual appearance requirements). f. Academic Achievement Award: \$7,500 Employee shall receive \$7,500 for each year in which the cumulative team GPA is a 3.0 or higher at the end of the full academic year including summer. For purposes of this incentive the following provisions apply: 1. The annual "team" shall be defined as the official squad list that is sent to the MWC prior to the 1 st date of competition. 2. The annual "team" GPA shall be calculated using the following parameters: The GPA shall be calculated at the end of the full academic year including the following summer. For example, when calculating the annual "team" GPA for the 2012-2013 academic year, the fall 2012, spring 2013 and summer 2013 term GPAs will be utilized. o The exception to this rule will be that the summer term <i>prior to</i> the academic year will be included in the calculation for any newcomers (including those newcomers receiving an athletic scholarship and those not receiving an athletic scholarship) who took summer school prior to initial enrollment. Thus, when calculating the annual "team" GPA for the 2012-2013 academic year, the summer 2012 (only for newcomers taking summer school prior to initial enrollment), the fall 2012, spring 2013 and summer 2013 term GPAs will be utilized. The annual "team" GPA will be calculated using the Quality (GPA) Hours and Quality Points earned for each term as outlined above. 3. The annual "team" GPA shall be calculated by the Athletic Office of Academic Support. g. Post-Season Incentive Fee:												

			<ul style="list-style-type: none"> NCAA Tournament Appearance Incentive – \$10,000 plus an additional \$2,500 for each round beyond the first round; WNIT Appearance Initiative – \$5,000 plus an additional \$1,000 for each round played beyond the first round. <p>NOTE: The above Post-Season Incentive Fees are in addition to any awards provided by the Cowboy Joe Club per its Bylaws and /or by approval vote of the Cowboy Joe Club Board of Directors.</p>
Jamie Craighead	San Jose State	\$ 206,004	<p>b) Employee will receive \$500 per month as a vehicle allowance.</p> <p>a) Conference Championship - Regular season - \$15,000 - Conference tournament - \$15,000</p> <p>b) NCAA at-large bid - \$15,000 Every win in post-season game of NCAA tournament - \$5,000</p> <p>c) WNIT post season bid - \$5,000 WNIT championship - \$10,000</p> <p>d) Conference coach-of-the-year - \$10,000</p> <p>e) If the team's most recent single year APR score is 970 or higher - \$5,000 The APR number will be set annually by October 1st during the remaining years of the contract.</p> <p>f) If the team wins 15 regular season games or more - \$7,500 (does not include the Mountain West Conference Tournament).</p> <p>g) If the team has a winning regular season, more wins than losses, the term of this agreement will be extended one year.</p>
Jane Albright	Nevada	\$ 189,765	<p>Courtesy car and</p> <p>For each year that the Program's single year APR is at the level required by the NCAA for post season play, the University shall pay the Employee, as additional compensation, a total maximum amount of \$114,941.46 per fiscal year for the Program's achievement of the following:</p> <p>Athletic Performance:</p> <ol style="list-style-type: none"> For winning or tying the Conference Regular Season Championship: \$2,500.00. For winning the Conference Tournament Championship: \$2,500.00. For receiving the Conference Coach of the Year Award or Co-Coach of the Year Award: \$2,500.00. In the NCAA Tournament: <ol style="list-style-type: none"> For each round in which the Team plays: 50% of one month's salary. For the team playing in the Final Four: \$10,000.00. For the team winning the NCAA Championship: \$50,000.00. In the WNIT Post Season Tournament: <ol style="list-style-type: none"> For the team playing in the tournament: \$6,000.00 For the team playing in the Final Four: \$5,000.00. For the team winning the WNIT Championship: \$10,000.00.
Kathy Oliver	UNLV	\$ 190,000	<p>Courtesy car, Hosting account of \$4000 annually, Media appearances of \$10,000 annually</p> <p>Winning Conference Championship or NCAA at-large birth of \$5,000</p> <p>NCAA post-season tournament game win of \$5,000</p>
Jerry Finkbeiner	Utah State	\$ 162,775	<p>Car stipend of \$400, Country club membership and</p> <ol style="list-style-type: none"> The equivalent of one month of salary for any post season play (NCAA or NIT) and/or conference tournament championship (payment for one event only-not cumulative), \$6,000 for reaching each of the final three rounds of the NCAA Championship Tournament starting with the final 16, final 8, and final 4. (The intent of this provision is cumulative so that if Coach reaches the Final4, he will be entitled to \$18,000.) \$3,000 for reaching the final 4 of the National Invitational Tournament \$3,000 for maintaining an annualized APR score 961 or above. \$5,000 for conference Coach of the Year honors. \$5,000 for conference regular season championship. \$3,000 bonus for winning 18 regular season games
Chris Gobrecht	Air Force	NA	NA

Coach Gordy Presnell Maximum Compensation Calculation - 2017-2022

	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
3.1.1a Annual Base Salary	\$ 230,000.00	\$ 240,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00
3.2.1 Additional Pay based on Performance	\$ 66,000.00	\$ 66,000.00	\$ 66,000.00	\$ 66,000.00	\$ 66,000.00
3.2.2 Additional Pay based on Academic Achievement	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00
Total Maximum potential annual compensation under Employment Agreement	\$ 308,500.00	\$ 318,500.00	\$ 328,500.00	\$ 328,500.00	\$ 328,500.00
3.2.8 Away Game Guarantee	Indeterminant	Indeterminant	Indeterminant	Indeterminant	Indeterminant

IDAHO STATE BOARD OF EDUCATION

Athletic Director-Coach Contract Checklist

To be Submitted by Institutions with Employment Agreements Requiring Board Approval*

[* Board approval is required for contracts longer than three years or for any contracts with total annual compensation of \$200,000 or higher. See Board Policy II.H.]

Institution: Boise State University

Name of employee and position: Gordon Presnell – Head Women’s Basketball Coach

Date of submission to State Board Office: July 7, 2017

Proposed effective date of employment agreement:

- The proposed contract has been reviewed to ensure compliance with Board Policy II.H.
- The proposed contract has been reviewed by institution general counsel

Supporting Documents (Check and attach all that apply): [All required items need to be provided either within the agenda item cover sheet, or as attachments to the agenda item.]

- A summary of all supplemental **compensation incentives**
- Quantification of the **maximum potential annual compensation** (i.e. base salary plus maximum incentive pay)
- Employment agreement—clean version**
- Employment agreement—redline version** comparing contract to Board-approved **model** contract (model contract is available on Board website <http://boardofed.idaho.gov>)
- Employment agreement—redline version** (for current coaches receiving new contracts) comparing proposed employment agreement to **current** agreement
- In the case of NCAA institutions, a 4-year history of the institution’s **Academic Progress Rate (APR)** raw scores and national average APR scores for the applicable sport.
- A schedule of **base salaries and incentive payments** of all other same sport coaches in the institution’s conference
- Documentation/description of how the institution determined the proposed **liquidated damages** amount(s), and a summary of publically-available liquidated damages and buyout provisions for coaches of the same sport at the other public institutions in the conference.

Notes/Comments (provide explanation of any items/boxes which were not checked or other key points for Board consideration):

Point of contact at Institution (phone number, email address): Texie Montoya, 426-1231, texiemontoya@boisestate.edu